

# C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and COUNTY OF MONTEREY ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

**1. Duration of Contract.**

This contract shall commence on JULY 1, 2020 , and end on JUNE 30, 2021 , unless sooner terminated as specified herein. Unless terminated, this contract shall automatically renew for two (2) successive one (1) year periods (July 1 – June 30), up to JUNE 30, 2023, under the same terms and conditions unless either party, not less than thirty (30) days before the expiration of the contract, gives the other party written notice of intent that the agreement not be renewed.

**2. Scope of Services.**

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

**3. Compensation for Services.**

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

**4. General Terms and Conditions.**

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

**5. Insurance Limits.**

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000.00 self-insured
- (b) Professional liability insurance: \$N/A
- (c) Comprehensive motor vehicle liability insurance: \$N/A

**6. Termination.**

The number of days of advance written notice required for termination of this contract is 60 days.

**7. Specific Terms and Conditions (check one)**

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

[ ] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

**8. Information about Contract Administrators.**

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Name: Ray Espinosa  
Title: County Administrative Officer  
Address: 481 Fourth Street  
Hollister, California 95023  
Telephone No.: (831) 636-4000  
Fax No.: (831) 636-4010

Contract Administrator for CONTRACTOR:

Name: Jason Cameron  
Title: Director, Military & veterans Affairs  
Address: 1200 Aguajito, Suite 003  
Monterey, California 93940  
Telephone No.: (831) 647-7619  
Fax No.: (831) 647-7618

**SIGNATURES**

APPROVED BY COUNTY:

Name: Jaime De La Cruz  
Chair, San Benito County Board of Supervisors

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

**APPROVED AS TO LEGAL FORM:**  
San Benito County Counsel's Office

Shirley L. Murphy  
By: Shirley L. Murphy, Deputy County Counsel

Date: May 29, 2020

APPROVED BY CONTRACTOR:

Name: Jason C. Cameron  
Title: Director, Military & Veterans Affairs

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

**APPROVED AS TO LEGAL FORM:**  
Monterey County Counsel's Office

By: \_\_\_\_\_

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

**ATTACHMENT A**  
**Monterey County Veterans Services**  
**Scope of Services**

CONTRACTOR, for the COUNTY'S benefit, shall provide the following services:

- I. As required pursuant to Section 970 and 971 of the State of California Military and Veterans Code, the Military and Veterans Affairs Officer shall assist every veteran of any war of the United States and dependents of every deceased veteran in presenting and pursuing any claims the veteran may have against the United States and in establishing the veteran's rights to any privilege, preference, care or compensation provided for by the laws of the United States or of this State.
- II. The Military and Veterans Affairs Officer shall administer the aid provided for in Chapter 5 of the Military and Veterans Code (§ 920, et seq.), and shall investigate all claims, applications, or requests for aid made pursuant to Chapter 5.
- III. CONTRACTOR Responsibilities:
  - a. CONTRACTOR shall provide Staff to serve San Benito County which include:
    - i. County Veteran Service Officer
      1. The Monterey County Veteran Service Officer shall serve as the San Benito County Veteran Service Officer (CVSO) in accordance with the responsibilities of Section 970 and 971 of the State of California Military and Veterans Code.
      2. The CVSO shall provide a full-time Veteran Services Representative (VSR) accredited by the California Department of Veterans Affairs (CDVA) to serve San Benito County veterans and their dependents in accordance with Chapter 5 of the State of California Military and Veterans Code.
      3. The CVSO shall represent San Benito County veterans' interests at State and National (if attended) veteran service organization (VSO) conferences and trainings.
      4. The CVSO shall make him/herself available to the veterans and dependents of San Benito County when requested.
      5. The CVSO shall investigate and respond to State and National inquiries regarding veteran benefit claims of San Benito County veterans and dependents.

6. The CVSO shall be responsible for San Benito County semi-annual reporting to the California Department of Veteran Affairs (CalVet).
7. The CVSO shall provide an annual report to the San Benito County Board of Supervisors between October and November.
8. The CVSO shall inform the San Benito County Contract Manager about veteran service grants provided by the State or Federal government.

ii. Management Analyst

1. The Monterey County Management Analyst shall serve as the Monterey County Contract Manager for this Agreement.
  - a. The Monterey County Contract Manager shall attend a minimum of two (2) contract management meetings with the San Benito County Contract Manager each contract year.
2. The Monterey County Management Analyst shall serve as the analyst for San Benito County Veteran Services and the San Benito County Veteran Service Office.
3. The Monterey County Management Analyst shall ensure proper supervision is provided for the San Benito County Veteran Service Office personnel.
4. The Monterey County Management Analyst shall act as the San Benito County Office manager and ensure the office is properly staffed, has adequate supplies, has access to phone, fax, and internet, has proper media and website support, and is in compliance with applicable Federal and State veteran service regulations.
5. The Monterey County Management Analyst shall provide available and relevant data regarding San Benito Veteran Services to the San Benito County Board of Supervisors, County Administration Officer, and San Benito County residents when requested and as authorized under Federal and State laws.

iii. Veteran Services Representative

1. The Monterey County Veteran Service Officer shall assign one (1) Monterey County Veteran Services Representative (VSR) to provide veteran services to San Benito County residents.
2. The VSR shall be accredited by the California Department of Veteran Affairs (CDVA) or be able to obtain CDVA accreditation within eight (8) months of assignment.
  - a. If not currently accredited, the VSR shall have access to a Monterey County Senior VSR for mentoring and review and approval of claim activities.
3. A maximum of thirty-two (32) normal public facing working hours of the VSR shall be between 8:00 a.m. to 12:00 pm (noon) and 1:00 p.m. to 5:00 p.m., Monday through Thursday, excluding approved time-off, observed holidays and mandatory trainings by either County.
4. A minimum of eight (8) non-public facing work hours shall be provided on Fridays and/or as needed to support claims administration and reporting.
5. The VSR shall inform San Benito County if public facing working hours are reduced below thirty-two (32) and/or if non-public facing working hours are increased above eight (8) unless due to approved time-off, holidays and/ trainings.
6. If the San Benito County VSR position should become vacant due to termination, transfer, or transition of the assigned VSR, a temporary VSR shall be provided by Monterey County until a qualified replacement is identified and assigned.
  - a. Customer and non-customer facing hours may be reduced below forty (40) hours per week during a replacement period if a written (email) agreement is reached between the San Benito County Administrative Officer (CAO) and Monterey County Veteran Service Officer (CVSO). The agreement shall identify temporary business hours and the replacement timeline and shall not impact the payment schedule set forth in Attachment B to this contract.
7. The VSR shall be permitted to close the San Benito County Veteran Service Office during customer facing business

hours under the criteria below without additional notification to the San Benito County Administrative Officer. Proper signage shall be placed at the San Benito County Veteran Service Office indicating date(s) closed, reason for closure, re-open date, and contact information for veteran services during closure.

- a. For holidays approved by Monterey County in the annual holiday schedule available on the Monterey County website.
- b. For a maximum period of five (5) working days to attend mandatory trainings provided by the California Department of Veteran Affairs (CDVA), California Association of County Veteran Service Officers (CACVSO), and National Association of County Veteran Service Officers (NACVSO). This authorization shall not exceed ten (10) business days per contract year.
- c. For one (1) business day to attend Monterey County, San Benito County, Veteran Service Organization (VSO), or local veteran service provider/affiliate meetings or trainings. This authorization shall not exceed two (2) business days per contract month.
- d. For a maximum of three (3) business days due to illness or hospitalization. This authorization shall not exceed six (6) business days per contract year.
- e. For a maximum of two (2) weeks or eight (8) business days during the December holiday period.
- f. For a maximum of one (1) week for VSR vacation. This authorization shall not exceed two (2) weeks per calendar year.

iv. Additional Veteran Service Representative Support

1. The Monterey County Veteran Service Officer shall ensure all Monterey County Veteran Service Representatives (VSRs) are familiar with San Benito County Veteran Service Office cases and are available to provide claim support either remotely or from their assigned office when required.

2. All Monterey County VSRs shall have access to the San Benito County Veteran Service Database to ensure proper claim support is provided when required.
3. All Monterey County VSRs shall visit and be familiar with the San Benito County Veteran Service Office and the locations of veterans' resources in San Benito County.

v. Clerical Staff

1. The Monterey County Veteran Service Officer shall ensure Monterey County Veteran Service Office Clerical staff are trained and qualified to provide veteran service information to San Benito County residents.
2. Clerical staff shall be familiar with San Benito County Veteran Service office hours, procedures, and contact information.
3. Clerical staff shall be familiar with San Benito County veteran resources, service organizations, and service provider schedules.
4. Clerical staff shall provide emergency back-up phone, fax, and email support when the San Benito County Veteran Service Office requires the additional support.

b. Facilities

- i. The Monterey County Veteran Service Officer (CVSO) shall provide décor for the San Benito County Veteran Service Office to include but not limited to flags, military memorabilia, pictures and frames, and other items that might be displayed in a veteran service office. This décor shall remain the property of the Monterey County Veteran Service Office.
- ii. The Monterey County Veteran Service Officer (CVSO) shall notify the San Benito County Contract manager of all facility issues and concerns within twenty-four (24) hours of discovery. Facility issues include significant damage, degradations, and pest infestations.

c. Systems & Equipment

- i. The Monterey County Veteran Service Officer (CVSO) shall ensure the San Benito County Veteran Service Representative (VSR) has access to the approved California Department of Veteran Affairs (CalVet) veteran services database system (currently VetPro) and

the Department of Veteran Affairs (VA) veteran services database (currently VBMS) and all peripheral equipment required to provide veteran services.

- ii. In order to ensure proper access to veteran benefits systems, the CVSO may purchase and provide Monterey County equipment for use in the San Benito County Veteran Service Office to include but not limited to: computers, printers, phone and fax, shredders, smart-card readers, modems, routers, wireless internet support equipment, and portable service equipment (tablets and portable document systems).

- 1. In all cases, the equipment provided by Monterey County shall belong to and be maintained by Monterey County.

d. Office Supplies

- i. The Monterey County Veteran Service Officer (CVSO) shall provide all office supplies to include stationary, pens, pencils, envelopes, and desktop equipment including but not limited to toner cartridges, staplers, scissors, paperclips, and stamps.

e. Media and Marketing

- i. The Monterey County Veteran Service Officer (CVSO) shall provide all San Benito County Veteran Service Office media support and marketing materials with the exception of the San Benito County website information page regarding the San Benito County Veteran Service Office which shall be maintained by the San Benito County Webmaster.
- ii. Media and Marketing materials include but are not limited to Veteran Service Office signage, posters, flyers, brochures, business cards, and social media accounts.
- iii. The Monterey County CVSO shall ensure Federal and State veteran service webpages are updated and accurate with San Benito County Veteran Service Office information.

f. Veteran Service Organization Membership Dues and Training

- i. The Monterey County Veteran Service Office will pay for all veteran service organization membership dues and required training costs outlined in Budget Schedule Section E, set forth in Attachment B to this contract.

IV. San Benito County Responsibilities:

a. Staff

i. Contract Manager

1. San Benito County shall designate one (1) Contract Manager to provide contract oversight and support.
2. The San Benito Contract Manager shall schedule and attend a minimum of two (2) contract management meetings with the Monterey County Contract Manager each contract year.
3. The San Benito Contract Manager shall assist with the completion and timely submission of the CalVet Net County Cost form and the Semi-Annual Claim for Subvention Funds form, copies of which are included in Attachment D to this contract, which forms are due July 31<sup>st</sup> and January 31<sup>st</sup> each fiscal year.

ii. Clerical Support

1. San Benito County shall provide one (1) part-time Clerical Support Staff to work at the San Benito County Veteran Service Office.
2. San Benito County shall provide Administrative Services to the clerical support staff to include payroll, human resources, and County professional training. San Benito County shall be responsible for all insurance, retirement, workers compensation, promotions, and formal disciplinary actions for these positions.
3. The clerical support staff shall be supervised by either the Monterey County Veteran Service Representative assigned to the San Benito County Veteran Service Office or the Monterey County Veteran Service Office Supervisor.
  - a. The Monterey County employee providing supervision of the clerical support staff shall provide time sheets, evaluations, and counseling forms to San Benito County Human Resources and Payroll.
4. The clerical support staff shall provide front office information and services to include but not limited to greeting customers, answering and returning phone calls, filing basic claim forms, creating and maintaining customer

database files, and providing basic claims information and services.

5. The one (1) clerical support staff position shall be available Monday - Friday for twenty-four (24) hours per week. Working hours shall be scheduled by Monterey County but shall not exceed eight (8) hours per day and twenty-four (24) hours per week. San Benito County shall provide a minimum of two (2) weeks' notice to Monterey County if the employee approaches the maximum amount of allowable annual hours (960 - 1,000 for CalPERS).

b. Facilities

- i. San Benito County shall provide the facility which the San Benito County Veteran Service Office will inhabit.
  1. The current location of this facility is the Veterans Memorial Building located at 649 San Benito St, Hollister, CA 95023.
  2. San Benito County shall take early, proper, and effective action to ensure that the County Veteran Service Office maintains a legal right to occupy the Veterans Memorial Building. San Benito County shall work with the City of Hollister and the Veterans Memorial Building management to prevent eviction or termination of rights to this location.
  3. San Benito County shall provide an alternative Veteran Services Office location should the primary location become unavailable due to remodel, damage, or health and safety restrictions. The alternative office shall have a minimum of two (2) workstations and an interview room for privacy.
- ii. San Benito County shall ensure the following utilities and services are provided and paid for by either building management or San Benito County:
  1. A minimum of one (1) phone line allowing for multiple calls to be received simultaneously.
  2. A minimum of one (1) fax line for transmitting claim documents to government agencies.
  3. A minimum of one (1) high quality data/internet line. The line shall support the transmission of voice, video, images, and documents.

4. Regular janitorial and cleaning services to include restroom cleaning, dusting, vacuuming, trash service, and periodic extensive cleaning (to include carpet cleaning). Basic cleaning services shall be provided a minimum of once per week. Extensive cleaning services shall be provided at least once every six (6) months and when requested.
- iii. San Benito County shall provide the following furniture at the San Benito County Veteran Service Office:

1. A minimum of two (2) ergonomic workstation chairs, one for the VSR and one for the OA. Chairs shall be of the same quality or higher as most of the chairs currently being used by San Benito County workers.
2. A minimum of two (2) ergonomic desks, one for the VSR and one for the OA. Desks shall be of the same quality or higher as most of the desks currently being used by San Benito County workers. Desks shall be upgraded at the same interval as all other San Benito County offices.
3. A minimum of six (6) matching customer chairs for the lobby and interview room. Chairs shall be of a quality to support customers of large size and weight and severe mobility disabilities. Chairs shall be replaced when damaged or broken and shall be of similar or better quality than most customer chairs in use by offices of San Benito County.

c. Systems & Equipment

- i. San Benito County shall provide the following office equipment:

1. A minimum of two (2) central processing unit (CPU) towers. CPUs shall have the latest operating system software approved and in use by San Benito County. CPUs shall have competitive data storage drives and random-access memory (RAM) when compared to most CPUs in use by San Benito County. CPUs shall receive regular updates from San Benito County Information and Technology (IT) department.
2. A minimum of two (2) displays/monitors for each CPU for a total of four (4) monitors. Displays shall be of the same or better quality as most displays currently in use by San Benito County. Displays shall be upgraded at the same time frame

as other San Benito County offices are receiving new displays.

3. One (1) high volume xerox (or similar vendor) fax, print, scan machine. The machine shall receive support from San Benito County IT for programing. Programming shall include the ability to receive and print office facsimiles, scan to pre-programmed email address, and fax to pre-programmed fax numbers.
4. One (1) desktop video camera for the VSR to support virtual meetings with veterans.
5. Two (2) sets of peripheral cables and wiring to support all hardware.
6. One (1) heavy duty office shredder rated to destroy documents containing personally identifiable information (Social Security Numbers and Dates of Birth).

**END OF ATTACHMENT A**

**ATTACHMENT B**  
**Payment Schedule**

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (check one)

- a total lump sum payment of \$ \_\_\_\_\_, or
- a total sum not to exceed \$330,000.00 \_\_\_\_\_

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

**B-4. SPECIAL COMPENSATION TERMS:** (check one)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply: (Specify)

a. COUNTY shall make the following quarterly payments:

Year	Quarterly (1/4 of the total annual)	Total annually
2020-2021	(\$26,250 per quarter)	\$105,000
2021-2022	(\$27,500 per quarter)	\$110,000
2022-2023	(\$28,750 per quarter)	\$115,000
Total 2020-2023		\$330,000

b. CONTRACTOR shall provide quarterly invoices according to the following schedule:

Invoice dates	For services rendered
October 15	July 1 <sup>st</sup> through September 30 <sup>th</sup>
January 15	October 1 <sup>st</sup> through December 31 <sup>st</sup>
April 15	January 1 <sup>st</sup> through March 31 <sup>st</sup>
July 15	April 1 <sup>st</sup> through June 30 <sup>th</sup>

c. The costs of membership dues and training described in paragraph III.f.i. of Attachment A to this contract are included in the annual contract amount and no additional compensation is required.

d. The following is the Veteran's Service Office Budget Schedule:

Monterey County – Military & Veterans Affairs Office San Benito County Veterans Service Office Budget				
<b>A. Personnel</b>				
Position	Hourly Wage	FTE	Annual Hours	Cost
CVSO (Step 3)	\$54.59	0.2	96	\$5,241
MAIII (Step 7)	\$50.65	0.4	192	\$9,725
VSRIII (Step 7)	\$34.15	1.0	173.2	\$71,032
VSRII (Step 4)	\$26.44	0.1	48	\$1,269
PAO (Step 7)	\$26.11	0.1	48	\$1,253
OA II (Step 7)	\$21.71	0.2	96	\$2,084
			<b>Total</b>	<b>\$90,604</b>
<b>B. Fringe Benefits</b>				
Component	Rate	Annual Wage	Cost	
CVSO	30%	\$5,241	\$1,572	
MAIII	30%	\$9,725	\$2,918	
VSRIII	30%	\$71,032	\$21,310	
VSRII	30%	\$1,269	\$381	
PAO	30%	\$1,253	\$376	
OA II	30%	\$2,084	\$625	
		<b>Total</b>	<b>\$27,182</b>	
<b>C. Facilities</b>				
Item	Purpose	QTY * \$ Each	Cost	
US & Military Department Flags	Common for CVSO Office	10 * \$500	\$5,000	
Portable Workstation	Outreach Services	1 * \$3,500	\$3,500	
		<b>Total</b>	<b>\$8,500</b>	
<b>D. Supplies &amp; Marketing Materials</b>				
Items	Examples	Cost		
Supply Items para III.d.	Copier Paper, Toner Cartridges, Desktop Supplies	\$2,000		
Marketing Items para III.e.	Signs, flyers, website, business cards, etc.	\$1,000		
	<b>Total</b>	<b>\$3,000</b>		
<b>E. Accreditation &amp; Training</b>				
Name	Reason	Rate	Cost	
CACVSO Membership	Required	\$2,000 per year	\$2,000	
CACVSO Training	Required	\$2,500 per year	\$2,500	
NACVSO Membership	Required	\$50 per year	\$50	
		<b>Total</b>	<b>\$4,550</b>	
<b>F. Other</b>				
Item	Rate	Cost		
Homeless Veterans Stand Down	Cost per year contribution	\$5,000		
	<b>Total</b>	<b>\$5,000</b>		
<b>Totals</b>				
Section A: Personnel				\$90,604
Section B: Fringe Benefits				\$27,182
Section C: Facilities				\$8,500
Section D: Supplies & Marketing				\$3,000
Section E: Accreditation & Training				\$4,550
Section F: Other				\$5,000
<b>Total Annual Cost</b>				<b>\$138,836</b>
<b>Flat Service Fee 1<sup>st</sup> Year</b>				\$105,000
<b>Flat Service Fee 2<sup>nd</sup> Year</b>				\$110,000
<b>Flat Service Fee 3<sup>rd</sup> Year</b>				\$115,000

END OF ATTACHMENT B.

## **ATTACHMENT C**

### **General Terms and Conditions**

#### **C-1. INDEMNIFICATION.**

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

#### **C-2. GENERAL INSURANCE REQUIREMENTS.**

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

#### **C-3. INSURANCE COVERAGE REQUIREMENTS.**

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

#### **C-4. CERTIFICATE OF INSURANCE.**

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

#### **C-5. RECORDS TO BE MAINTAINED.**

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

#### **C-6. RETENTION OF RECORDS.**

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

**C-7. TITLE TO DOCUMENTS; COPYRIGHT.**

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

**C-8. INDEPENDENT CONTRACTOR.**

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

**C-9. CONFLICT OF INTEREST.**

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

**C-10. COMPLIANCE WITH APPLICABLE LAWS.**

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

**C-11. NONDISCRIMINATION.**

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

**C-12. BANKRUPTCY.**

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

**C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.**

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

**C-14. NEGOTIATED CONTRACT.**

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

**C-15. SEVERABILITY.**

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

**C-16. ENTIRE CONTRACT.**

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

**C-17. TIME IS OF THE ESSENCE.**

Time is of the essence in the performance of this contract.

**C-18. TERMINATION.**

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

**C-19. NOTICES.**

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

#### **C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.**

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

#### **C-21. MATERIALITY.**

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

#### **C-22. WAIVER.**

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

#### **C-23. AUTHORITY AND CAPACITY.**

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

#### **C-24. BINDING ON SUCCESSORS.**

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

#### **C-25. CUMULATION OF REMEDIES.**

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

#### **C-26. INDEPENDENT ADVICE.**

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also

represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

**C-27. NO RELIANCE ON REPRESENTATIONS.**

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

**C-28. REDUCTION OF CONSIDERATION.**

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

**C-29. COUNTERPARTS.**

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

**END OF ATTACHMENT C.**

**ATTACHMENT D**  
**Specific Terms and Conditions**

The rights and duties of the parties to this contract are additionally governed by the following specific, additional terms and conditions:

**D-1. INDEMNIFICATION.** Paragraph C-1 of Attachment C to this contract is hereby deleted in its entirety and replaced with the following provision:

Mutual Indemnity - Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts. This indemnity provision survives the Agreement.

**D-2. FORMS.** Each quarter on the invoice dates identified in Attachment B (Payment Schedule) to this contract, CONTRACTOR shall provide the billing letter copied below on Monterey County Military & Veterans Affairs Office letterhead and signed by the authorized authority. In addition, the Parties will coordinate in preparing and timely submitting the CalVet Net County Cost form and the Semi-Annual Claim for Subvention Funds form copied below.

**D-3. HARMONIZATION OF CONTRACT TERMS.** Where the specific terms and conditions set forth in this Attachment D specifically conflict with the general terms and conditions set forth in Attachment C to this contract, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in Attachment C shall remain in full force and effect, to the extent they do not specifically conflict with the specific terms and conditions set forth in this Attachment D.

# Monterey County

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## Military and Veterans Affairs Office

1200 Aguajito Rd. Suite 003 I Monterey, CA 93940 I 831.647.7613



[Date]

San Benito County Administrative Officer (CAO)  
County of San Benito  
481 4<sup>th</sup> Street  
Hollister, CA 95023

Dear San Benito County CAO:

This letter constitutes the billing for Veteran Service Office (VSO) services provided to San Benito County by the County of Monterey Military and Veterans Affairs Office (MVAO) pursuant to our contract that became effective **July 1, 2020**.

Please reimburse the County of Monterey Military and Veterans Affairs Office the amount of **\$26,250** for VSO services provided to San Benito County between [beginning date – end date of previous quarter].

Please have the reimbursement check made payable to:

**County of Monterey, Military and Veterans Affairs**

Monterey County Military & Veterans Affairs Office  
1200 Aguajito Rd (Suite 003)  
Monterey, CA 93940

Many Thanks and Very Respectfully,

*[Authorized Signature]*



Military & Veterans Affairs Office

1200 Aguajito Rd, Suite 003

Monterey, CA 93940

Office: 831-647-7613

Email: authorized signer email address Web: [www.mvao.org](http://www.mvao.org)

**Net County Cost (Sample)**

**CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS  
VETERANS SERVICES DIVISION  
NET COUNTY COST SUMMARY (July 1, 2019 - December 31, 2019)  
Semin-Annual Claim for Subvention Funds for the same period must be attached to this form  
SCAN AND UPLOAD VIA VETPRO AGENCY ATTACHMENTS**

COUNTY: \_\_\_\_\_

FY 2019-2020  
Budgets are not  
needed in this  
reporting period.

		Preliminary OR Adopted Budget FY 2019-2020	1ST SIX-MONTH JULY - DECEMBER, 2019 EXPENDITURES
<b>Staffing</b>			
<b>Filled Positions</b>			
Accredited VSR/VBC/VCR	FTE		
Non-Accredited VSR/VBC/VCR	FTE		
Support Staff	FTE		
<b>Total filled FTE</b>			
<b>Expenditures</b>			
<u>Direct Costs</u>			
Personnel Expenditures	A		
Operating Expenditures	B		
<b>Total Direct Costs (Sum of lines A plus B)</b>	C	\$ -	\$ -
<u>Indirect Costs (I.e. Overhead)</u> (List by type/source if available: COWCAP, etc)			
COWCAP	D		
HHSA	E		
Admin Sup, Cler Sup:	F		
<b>Total Indirect Costs (Sum of lines D, thru F)</b>	G	\$ -	\$ -
<b>Total Costs</b> (Sum of lines C plus G)	H	\$ -	\$ -
<b>Local Revenue (DO NOT report revenue received from Cal Vet (subvention, medi-cal, vsof))</b>			
Other Local _____	I		
Other Local _____	J		
Other Local* _____	K		
<b>Total Local Revenue</b> (Sum of lines I thru K)	M	\$ -	\$ -
<b>CVSO Mentor Program</b> (Travel Expenses approved by Lead County) →			
* Insert lines if necessary			
<b>TO BE FILLED IN BY CDVA ONLY</b>			
CDVA Subvention			
CDVA MediCal Cost Avoidance			
CDVA VSOF			
<b>Rev 11/19</b> NET COUNTY COST	\$	\$ -	\$ -

**Semi-Annual Claim for Subvention Funds (Sample)**

**CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS**

**Semi- Annual Claim for Subvention Funds:**

**July 1, 2019 – December 31, 2019**

**FISCAL YEAR 2019-2020**

The County of \_\_\_\_\_ hereby certifies that county funds in the amount of \$ \_\_\_\_\_ have been exclusively expended for the operation of the County Veterans Service Office (CVSO) for the above period. Based upon these expenditures, and the workload reported by the CVSO for this same period, I apply for the 1<sup>st</sup> installment of this county's subvention allocation.

**INCLUDE A COPY OF YOUR NET COUNTY COST (NCC) FORM WITH THIS FORM.**

\_\_\_\_\_  
Signature  
County Auditor/Controller  
*(no electronic signatures)*

\_\_\_\_\_  
Date

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**THIS PORTION TO BE COMPLETED BY THE CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS**

Authorization for disbursement of subvention funds:

The above county is approved for payment in the amount of \$ \_\_\_\_\_

According to Military and Veterans Code Sections 972 and 972.1

Charge: Chapter \_\_\_\_, Item 8955-101-0001

\_\_\_\_\_  
DEPUTY SECRETARY FOR VETERANS SERVICES

\_\_\_\_\_  
DATE

**SCAN AND UPLOAD THIS COMPLETED FORM AND YOUR NET COUNTY COST FORM VIA THE AGENCY ATTACHMENTS IN VETPRO**

Rev 11/19

END OF ATTACHMENT D.