

County of San Benito, CA

Ray Espinosa
County Administrative Officer
481 Fourth Street
County Administration Building
Hollister, California 95023
www.cosb.us



Meeting Agenda- **POSTED AND FINAL**

June 11, 2019 - 9:00 AM

Board of Supervisors

Mark Medina
Board Chairman
District No. 1
Anthony Botelho
District No. 2
Peter Hernandez
District No. 3
Jim Gillio
District No. 4
Jaime De La Cruz
Vice-Chairman
District No. 5



SAN BENITO COUNTY BOARD OF SUPERVISORS

Mark Medina	Anthony Botelho	Peter	Jim Gillio	Jaime De La Cruz
District No. 1	District No. 2	Hernandez	District No. 4	District No. 5
Chair		District No. 3		Vice-Chair

County Administration Building - Board of Supervisors Chambers, 481 Fourth Street, Hollister,
California

REGULAR MEETING AGENDA - POSTED AND FINAL

June 11, 2019

9:00 AM

Mission Statement

The County Board of Supervisors will recognize the public trust it holds, will on all occasions conduct business with honesty, integrity, and respect for the individual, and will hold the organization of County government to that same standard.

The San Benito County Board of Supervisors welcomes you to this meeting and encourages your participation.

- If you wish to speak on a matter which does not appear on the agenda, you may do so during the Public Comment period at the beginning of the meeting. Please complete a Speaker Card and provide it to the Clerk of the Board prior to the meeting. Except as otherwise provided by law, no action shall be taken on any item not appearing on the agenda. When addressing the Board, please state your name for the record. Please address the Board as a whole through the Chair.
- If you wish to speak on an item contained in the agenda please complete a Speaker Card identifying the item(s) and provide it to the Clerk of the Board prior to consideration of the item.

Each individual speaker will be limited to a presentation total of (3) minutes.

CALL TO ORDER

- a. Pledge of Allegiance

**Pledge of Allegiance to be led by Supervisor Jaime De La Cruz,
District #5.**

- b. Acknowledge Certificate of Posting

Certificate of Posting.

- c. **Presentations and Recognitions**

BOARD OF SUPERVISORS

Receive information on the 2019 Saddle Horse Show and Rodeo to be held June 28th, 29th & 30th at Bolado Park.

SBC FILE NUMBER: 156

HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM

Approve Proclamation Declaring June as Elder Abuse Awareness Month in San Benito County.

SBC FILE NUMBER: 430

d. **Public Comment**

Opportunity to address the Board on items of interest not appearing on the agenda. No action may be taken unless provided by Govt. Code Section 54954.2.

e. **Department Head Announcements: Information Only**

f. **Board Announcements: Information Only**

CONSENT AGENDA

These matters shall be considered as a whole and without discussion unless a particular item is removed from the Consent Agenda. Approval of a consent item means approval of the recommended action as specified on the Agenda Item Transmittal.

If any member of the public wishes to comment on a Consent Agenda Item, please fill out a speaker card, present it to the Clerk prior to consideration of the Consent Agenda and request the item be removed and considered separately.

1. **BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO**

Approve contract with Sumo Medical Staffing for Psychiatry Services for the period of July 1, 2019 through June 30, 2020, in an amount not to exceed \$374,400.00.

SBC FILE NUMBER: 810

2. **BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO**

Approve Reappointment of Daniel A. Sanidad to the Behavioral Health Board (BHB) for the Term of June 15, 2019 to June 15, 2022.

SBC FILE NUMBER: 510

3. **CLERK OF THE BOARD OF SUPERVISORS - J. SLIBSAGER**

Approve the action minutes of the May 7, 2019 regular meeting.

SBC FILE NUMBER: 119

4. **COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

Adopt Resolution authorizing the County's participation in the Institute for Local Government's Beacon Program.

SBC FILE NUMBER: 119

RESOLUTION NO: 2019-46

5. **COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

Receive draft resolution amending the Gann Limit for Fiscal Year 2018-2019, and continue to June 25, 2019 for adoption as the proposed resolution needs to be available for public review for 15 days.

SBC FILE NUMBER: 156

6. **COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

Adopt Resolution to allocate State of California Off-Highway Vehicle License Fee to repair Cienega Road.

SBC FILE NUMBER: 119
RESOLUTION NO: 2019-47

7. **COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**
Delegate authority to CAO to execute a Contract with Vanir Construction Management, Inc. in the amount not to exceed \$299,872, subject to County Counsel approval, to review and evaluate the Pavement Management System Update (PMSU), prioritize sites, prepare civil engineering designs, advertise, bid and award contracts, and Construction Management for the County's portion of Measure G funding.
SBC FILE NUMBER:119
8. **COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**
Delegate authority to CAO to appoint the Resource Management Agency Director and offer employment within the salary range for Resource Management Agency Director with all benefits provided to other Appointed Department Heads.
SBC FILE NUMBER: 119
9. **COUNTY COUNSEL'S OFFICE - B. THOMPSON**
Adopt Resolution of the Board of Supervisors amending current personnel rules relating to salary upon appointment and retirement benefits for certain temporary employees who have been prior CALPERS members.
SBC FILE NUMBER: 160
SBC FILE NUMBER: 2019-48
10. **COUNTY COUNSEL'S OFFICE - B. THOMPSON**
Adopt a resolution establishing County policy relating to the provision of services within the County Service Areas.
SBC FILE NUMBER: CSA'S
RESOLUTION NO: 2019-49
11. **HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM**
Approve contract renewal with Seneca Family of Agencies for Resource Family Approval and associated services for the period of July 1, 2019 through June 30, 2020, not to exceed amount of \$90,000.00.
SBC FILE NUMBER: 130
12. **HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM**
Approve Application for Subsequent Local Area Designation and Local Board Re-certification Program Year 2019-21; authorize the Workforce Development Board (WDB) Chair and the Chair of the Board of Supervisors to sign the application and any amendments and documents pertaining to the application.
SBC FILE NUMBER: 130
13. **HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM**
Approve contract renewal with Dr. David Ghilarducci for professional services as Acting County Public Health Officer (HO) for the term July 1, 2019 - June 30 2020 in the event of absence of current Health Officer on vacation, sick leave or other absence at a cost not to exceed \$16,000.00.
SBC FILE NUMBER: 130
14. **HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM**
Authorize the Health & Human Services Agency (HHSA) Director to sign the Standard Agreement Amendment (17-10185 A01) with the California

Department of Public Health for public health emergency preparedness activities on behalf of the County of San Benito for the term of July 1, 2017- June 30, 2022.

- SBC FILE NUMBER: 130
15. **HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM**
Approve contract renewal with Jose Vasquez for grant writing services for the period of July 1, 2019 through June 30, 2020, for a total not to exceed \$40,000.00.
SBC FILE NUMBER: 130
 16. **HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM**
Approve contract renewal with Peninsula Pediatric Therapy for Occupational and Physical Therapy Services for the period of July 1, 2019 through June 30, 2020, in the amount of \$165,000.00.
SBC FILE NUMBER: 130
 17. **HEALTH AND HUMANS SERVICES AGENCY - T. BELTON, INTERIM**
Accept Grant from the Tides Foundation and Approve Budget Adjustment in the Amount of \$75,000 for the Opioid Task Force. (4/5 vote)
SBC FILE NUMBER: 130
 18. **HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM**
Adopt Resolution authorizing the execution of an agreement (19-5001) with the California Department of Social Services to provide Adoption Services in Accordance with Government Code 30029.7(A); and authorize the Board Chair to sign the contract with the State of California Department of Social Services for the term of July 1, 2019 to June 30, 2020 in the amount of \$44,978.00.
SBC FILE NUMBER: 130
RESOLUTION NO: 2019-50
 19. **HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM**
Approve Contract Amendment #1 to the contract with Youth Alliance for CalWORKs Counseling Services in the amount of \$12,600 for a new not to Exceed Amount of \$62,600.00.
SBC FILE NUMBER: 130
 20. **HEALTH AND HUMAN SERVICES - T. BELTON, INTERIM**
Approve New Appointment of Tracey Belton to the Workforce Development Board (WDB) as a Public representative, for a three-year term effective May 14, 2019 through May 14, 2022.
SBC FILE NUMBER: 130
 21. **HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM**
Adopt Resolution Accepting The 2019 Community Services Block Grant (CSBG) Discretionary contract #19F-4436 in the amount of \$30,000 And Authorizing The Board Chair to Approve And Execute The Grant Agreement (Contract #19F-4436), Authorize the Department Director or designee to sign any Amendments And Other Documents Related To The Grant, For And On Behalf Of The County Of San Benito; and approve the Budget Adjustment form in the amount of \$30,000.00. (4/5 vote)
SBC FILE NUMBER: 130
RESOLUTION NO: 2019-51
 22. **HUMAN RESOURCES - E. NOLASCO**
Adopt Resolution, approving side letter with Service Employees International

Union, Local 521 (SEIU) modifying Section 8.4 Bilingual Pay of the SEIU MOU; and authorize the County Administrator or his/her designee to make any technical edits as later identified.

SBC FILE NUMBER: 630

RESOLUTION NO: 2019-52

23. **HUMAN RESOURCES - E. NOLASCO**

Approve revised class specification for Assistant Planner, Engineer II, and Sheriff's Director of Administrative Services. Approve new classification specification and salary range for Epidemiologist and Juvenile Hall Supervisor. Amend the County's class title and pay plan to reflect the new Class Specifications.

SBC FILE NUMBER: 630

24. **HUMAN RESOURCES - E. NOLASCO**

Adopt Resolution amending Personnel Rule 7 "Compensation Plan" to incorporate for Differential Policy for Special Assignments; and delegate authority to the CAO to authorize differential pay not to exceed 10%, and amend the personnel rules.

SBC FILE NUMBER: 630

RESOLUTION NO: 2019-53

25. **PROBATION DEPARTMENT - J. FRONTELLA, JR.**

Approve contract with Paula Norton to provide at-risk youth tutoring for the period of July 1, 2019 to June 30, 2020, in an amount not to exceed \$22,000.00.

SBC FILE NUMBER: 510

26. **PROBATION DEPARTMENT - J. FRONTELLA, JR**

Approve contract between San Benito County Probation Department and Corrections Software Solutions, L.P. (CSS) for Case Management Application Software and support services for the period of July 1, 2019 through June 30, 2022, for a total cost of \$60,192.00.

SBC FILE NUMBER: 510

27. **PROBATION DEPARTMENT - J. FRONTELLA, JR.**

Approve contract with DIDS LLC, dba StreetTime Technologies, which includes the PassPoint.net support for screening Probation Department's offenders/clients for evidence of substance abuse for the period of January 1, 2019 through June 30, 2020, in an amount not to exceed \$10,800.00.

SBC FILE NUMBER: 510

28. **PROBATION DEPARTMENT - J. FRONTELLA, JR.**

Authorize the leasing of three vehicles through the County's Enterprise Fleet Management Master Equity Lease Agreement for FY 2018-2019, for an annual amount not to exceed \$20,000.

SBC FILE NUMBER: 510

29. **PROBATION DEPARTMENT - J. FRONTELLA, JR.**

Approve contract with King & Associates for Principle Based Cognitive Behavioral Training services for the period of July 1, 2019 through June 30, 2020 in the amount not to exceed \$61,920.00.

SBC FILE NUMBER: 510

30. **RESOURCE MANAGEMENT AGENCY**

Accept all bids for the County Service Areas CSA #11(Simmons/Barnes

Lane), CSA #5 (Hillcrest), CSA #8 (Bonnieview), CSA #35 (Union Heights), CSA #9 (Ridgemark) Road Maintenance Project, PWB-1903; find VSS International, Inc. as the lowest responsive bidder; award contract to VSS International, Inc. in the amount of \$516,200.00; approve contract and authorize the CAO or Deputy CAO to execute the contract upon receipt of all contract documents required in the Invitation for Bids; and authorize the CAO or Deputy CAO to issue change orders in an amount of not to exceed \$38,310.00; Adopt Resolution approving license agreement with Ridgemark Homes Association for CSA #9 pursuant to Streets & Highways Code 969.5, and authorize the Chair to execute.
SBC FILE NUMBER: 105

31. **RESOURCE MANAGEMENT AGENCY**

Accept all bids for the John Smith Road CIR Maintenance at Fairview Road – PWD-1907, find Granite Rock Company as the lowest responsive responsible bidder, award contract to Granite Rock Company in the amount of \$315,646.60, approve contract and authorize the CAO or the Deputy CAO to execute the contract upon receipt of all contract documents required in the invitation for Bids, and authorize the CAO or Deputy CAO to issue change orders in an amount of not to exceed \$28,282.33.
SBC FILE NUMBER: 105

32. **RESOURCE MANAGEMENT AGENCY**

Approve a contract with Denise Duffy & Associates, Inc., for environmental review services for the preparation of the Initial Study for the proposed grading and building project at the western end of Buena Vista Road for the term of May 8, 2019, through December 31, 2019, in the amount not to exceed \$35,560.00.
SBC FILE NUMBER: 790

33. **RESOURCE MANAGEMENT AGENCY**

Approve Reimbursement Agreement by project applicants, San Benito County and Michael Chen, of County costs related to the proposed grading and building project at the western end of Buena Vista Road (County Planning file PLN170011).
SBC FILE NUMBER: 790

34. **RESOURCE MANAGEMENT AGENCY**

Adopt Resolution approving the use of CalRecycle grant funds in an amount not to exceed \$14,500 to purchase internal recycling containers.
SBC FILE NUMBER: 142

35. **RESOURCE MANAGEMENT AGENCY**

Approve Contract Amendment # 2 with In Studio Architecture to add additional compensation in an amount not to exceed \$2,000.00 to the original contract amount (\$80,925.00) for the continuation of services through June 30, 2019 on the Homeless Services Center Phase II project.
SBC FILE NUMBER: 130

36. **RESOURCE MANAGEMENT AGENCY**

Approve lease of 12'x12' office located at the Resource Management Agency 2301 Technology Parkway Hollister, CA 95023 to the Assembly Rules Committee for Assemblymen Rivas' staff, for the period of June 11, 2019

through January 1, 2021.

37. **RESOURCE MANAGEMENT AGENCY**
SBC FILE NUMBER: 105.3
Adopt Resolution authorizing temporary closure of Anzar Road for PG&E pipeline inspection and maintenance work.
SBC FILE NUMBER: 105
SBC FILE NUMBER: 2019-54
38. **SHERIFF'S OFFICE - D. THOMPSON**
Approve agreement between Santa Cruz Regional 9-1-1 and the County of San Benito for communication services for a term of July 1, 2019 through June 30, 2020, with an automatic renewal for three (3) successive one (1) year periods unless otherwise terminated. The final budget for 2019-20 is \$399,448.00, a decrease of \$95,936.00 from FY 2018-19.
SBC FILE NUMBER: 110
39. **SHERIFF'S OFFICE - D. THOMPSON**
Approve Contract Amendment #1 with Cole Pro Media, LLC. for media consulting services in the amount of \$30,000.00 extending the current expiration date to June 30, 2020 from June 30, 2019 with an automatic renewal for two (2) successive one (1) year terms unless sooner terminated.
SBC FILE NUMBER: 110
40. **SHERIFF'S OFFICE - D. THOMPSON**
Approve Memorandum of Understanding between San Benito County and the Monterey County Office of Education for sublease of tower and building space commonly known as School Peak commencing July 1, 2019 through June 30, 2020 in the amount of \$47,460.24.
SBC FILE NUMBER: 110
41. **SHERIFF'S OFFICE - D. THOMPSON**
Accept all proposals for Food and Commissary Services for the San Benito County Jail and Juvenile Hall; award contract to Trinity Services Group and authorize jail staff to negotiate a contract to bring back before the board for approval.
SBC FILE NUMBER: 110
42. **TREASURER/TAX COLLECTOR - M CASILLAS**
Approve contract for Business License Tax services to be provided by HdL Software for the period of June 1, 2019 - June 30, 2022.
SBC FILE NUMBER: 685.2

PUBLIC HEARING

43. **RESOURCE MANAGEMENT AGENCY**
(Hold a Public Hearing at 9:00 a.m. or soon thereafter as the matter may be heard by the Board of Supervisors)

Hold a Public Hearing to accept public input and testimony on a proposed increase in the maximum allowable charge for solid waste collection rates with Recology San Benito; adopt Resolution adopting the maximum allowable solid waste collection rates, effective July 1, 2019.

SBC FILE NUMBER: 142
RESOLUTION NO: 2019-55

44. **ASSESSOR'S OFFICE - T. SLAVICH**

(Hold a Public Hearing at 9:00 a.m. or soon thereafter as the matter may be heard by the Board of Supervisors)

Review Land Conservation Act request for Compatible Use Determination (LCA Contract 70-828 for installation of a Telecommunication Facility) and make a determination of approving or denying the request.

SBC FILE NUMBER: 7

45. **HEALTH AND HUMAN SERVICES - T. BELTON, INTERIM**

(Hold a Public Hearing at 9:00 a.m. or soon thereafter as the matter may be heard by the Board of Supervisors)

Hold Public Hearing on the approval of the 2020-2021 Community Services Block Grant (CSBG) Community Action Plan (CAP).

SBC FILE NUMBER: 130

46. **COUNTY COUNSEL'S OFFICE - B. THOMPSON**

Hold Public Hearing regarding new proposed hemp ordinance, County Code Chapter 7.04. Read title of ordinance for the record, waive further reading of the ordinance, and continue to June 25, 2019 for adoption. This ordinance would add Chapter 7.04 to Title 7 of the San Benito County Code related to Hemp regulation, including but not limited to definitions, prohibitions, the establishment of the Hemp Entity Management Program, registration requirements and regulations, fees, zoning for cultivation, required setbacks, odor and pollen drift mitigation, minimum parcel size, other requirements and administration and enforcement provisions. ENVIRONMENTAL

EVALUATION: Exempt from CEQA, including, but not limited to, State CEQA Guidelines sections 15061, subd. (b)(3) and 15308.

APPLICANT/PROPONENT: San Benito County. PROPERTY:

Unincorporated San Benito County.

SBC FILE NUMBER: 160

47. **COUNTY COUNSEL'S OFFICE - B. THOMPSON**

Hold public hearing regarding two new proposed ordinances: Cannabis and Hemp Regulations (County Code Chapter 19.43 and Section 25.07.005): The First ordinance would amend Chapter 19.43 of the San Benito County Code relating to the land use regulations applicable to the manufacture and laboratory testing of Commercial Cannabis and/or Cannabis products. The second ordinance would amend Section 25.07.005 of Title 25 of the San Benito County Code to permit as a conditional use in agricultural districts the manufacture and laboratory testing of commercial cannabis and/or cannabis products as well as hemp or hemp products. ENVIRONMENTAL

EVALUATION: Exempt from CEQA, including, but not limited to, State CEQA Guidelines sections 15061, subd. (b)(3) and 15308; Continue matter relating to adoption of ordinance amending Chapter 19.43 of the San Benito County Code to June 25, 2019.

SBC FILE NUMBER: 160

REGULAR AGENDA

For each regular agenda item, the following schedule shall occur:

- a) Staff report.
- b) Public opportunity to address the Board on a particular agenda item. Please fill out a speaker card and present it to the Clerk prior to consideration of the item.
- c) Consideration by the Board.

48. **BOARD OF SUPERVISORS**

Receive homeless programs update from Health and Human Services Agency and the City of Hollister.
SBC FILE NUMBER: 119

49. **BOARD OF SUPERVISORS**

Chair to Appoint a Board Member to the Mobility Partnership Committee.
SBC FILE NUMBER: 119

50. **COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

Receive an update from the Resource Management Agency on Public Works Division Federal Aid Highway Bridge Program.
SBC FILE NUMBER: 119

51. **COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

Receive Presentation of the FY 19/20 CAO Recommended Budget.
SBC FILE NUMBER: 865

CLOSED SESSION

Matters discussed during Closed Session include existing and pending litigation, personnel matters and real property negotiations. Reportable actions taken by the Board during Closed Session will be announced during open session. (Gov. Code Section 54957.1(a) and (b), Ralph M. Brown Act.)

52. **CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to subdivision (d)(2), (e)(2) of Government Code Section 54956.9

Number of cases: 2

Facts and Circumstances Justifying Closed Session: Potential of litigation relating to letter received on January 22, 2019 requesting County to enforce zoning contract between the County and Ridgemark Corporation; potential of litigation relating to current landfill agreement.

SBC FILE NUMBER: 235.6

53. **CLOSED SESSION PER GOVERNMENT CODE SECTION 54957**

Public Employee Discipline/Dismissal/Release

SBC FILE NUMBER: 235.6

54. **CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

No. of cases: 2 Subdivisions (a) and (d)(1) of Section 54956.9

Name of Case: BMC Promise Way, LLC, dba Benchmark Communities v. County of San Benito, City of Hollister, Sixth Appellate District, Court of

Appeals, Case No. H046707.

Rose, et. al. v. County of San Benito, Superior Court of California, County of San Benito, Case No. CU-17-00151.

SBC FILE NUMBER: 235.6

55. **CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS Section 54956.8**

Property street address: 0 Buena Vista Road (APN 019-230-002) (On Buena Vista Road across the road from where Buena Vista Road makes a 90 degree turn towards the north)

Agency Negotiators: Ray Espinosa, County Administrative Officer; County Counsel Barbara Thompson

Negotiating parties: Graniterock

Under Negotiation: Price and Terms of Payment

Property street address: Panoche Valley Road (acquiring formal grant of easement for existing roadway from Paul Wattis)

Agency Negotiators: Ray Espinosa, County Administrative Officer; County Counsel Barbara Thompson

Negotiating parties: Paul Wattis, Paul Rovella

Under Negotiation: Price and Terms of Payment

ADJOURNMENT

Adjourn to the next special meeting of June 24, 2019.

NOTE: A copy of this Agenda is published, along with supportive documents, on the County's Web site on the Friday preceding each Board meeting and may be viewed at www.cosb.us/government/meetings-agendas/. All proposed agenda items with supportive documents are also available for viewing at the San Benito County Administration Building, 481 Fourth Street, Hollister, CA between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday (except holidays). This is the same packet that the Board of Supervisors reviews and discusses at each Board meeting.

As required by Gov. Code Section 54957.5 any public record distributed to the Board of Supervisors less than 72 hours prior to this meeting in connection with any agenda item shall be made available for public inspection at the office of the Clerk of the Board, San Benito County Administration Building, 481 Fourth Street, Hollister, CA 95023. Public records distributed during the meeting will be available for public inspection at the meeting if prepared by the County. If the public record is prepared by some other person and distributed at the meeting it will be made available for public inspection following the meeting at the office of the Clerk of the Board.

In compliance with the Americans with Disabilities Act (ADA) the Board of Supervisors meeting facility is accessible to persons with disabilities. If you need special assistance to participate in this meeting, please contact the Clerk of the Board's office at (831) 636-4000 at least 48 hours before the meeting to enable the County to make reasonable

arrangements to ensure accessibility.



**SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM**

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number:

MEETING DATE: 6/11/2019

DEPARTMENT: BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER:

SBC DEPT FILE NUMBER:

SUBJECT:

Pledge of Allegiance to be led by Supervisor Jaime De La Cruz, District #5.

AGENDA SECTION:

Pledge of Allegiance

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Pledge of Allegiance to be led by Supervisor Jaime De La Cruz, District #5.

ADDITIONAL PERSONNEL:



**SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM**

Mark Medina
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Jaime De La Cruz
District No. 5
Vice - Chair

Item Number:

MEETING DATE: 6/11/2019

DEPARTMENT: BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER: Janet Slibsager

SBC DEPT FILE NUMBER:

SUBJECT:

Certificate of Posting.

AGENDA SECTION:

Acknowledge Certificate of Posting

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Certificate of Posting.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Certificate of Posting	5/24/2019	Certificate of Posting

COUNTY OF SAN BENITO
BOARD OF SUPERVISORS
CERTIFICATE OF POSTING

Pursuant to California Government Code Section 59454.2(a), the meeting agenda for the San Benito County Board of Supervisors Meeting of Tuesday, June 11, 2019 was posted on the 7th day of June, 2019 at the following locations, freely accessible to the public:

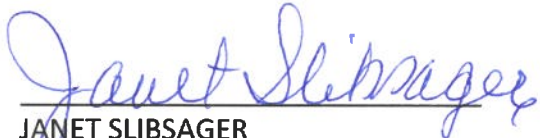
The bulletin board outside the front entrance of the Old County Courthouse,
Monterey Street, City of Hollister, County of San Benito, State of California

And

The bulletin board outside the front entrance of the San Benito County Administration
Building, 481 Fourth Street, Hollister, CA

The meeting agenda was also posted on the County of San Benito's website, www.cosb.us, in the Local Meeting and Events Calendar and Quicklinks – NOVUS Agenda and Minutes sections of the webpage.

I, Janet Slibsager, Clerk of the Board of Supervisors, certify under penalty of perjury, that the foregoing is true and correct.



JANET SLIBSAGER
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF SAN BENITO, CA



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number:

MEETING DATE: 6/11/2019

DEPARTMENT: BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER: Janet Slibsager

SBC DEPT FILE NUMBER: 156

SUBJECT:

BOARD OF SUPERVISORS

Receive information on the 2019 Saddle Horse Show and Rodeo to be held June 28th, 29th & 30th at Bolado Park.

SBC FILE NUMBER: 156

AGENDA SECTION:

Presentations and Recognitions

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Receive information on the 201 Saddle Horse Show and Rodeo to be held June 28th, 29th, & 30th at Bolado Park.

ADDITIONAL PERSONNEL:

BOARD ACTION RESULTS:

2018 Saddle Horse Show Queen Kelsee French provided information in regards to the Saddle Horse Show Parade to be held downtown on Saturday, June 16th.

2017 Saddle Horse Show Queen Carissa King provided information in regards to the Saddle Horse Show at Bolado Park beginning June 22-24.



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number:

MEETING DATE: 6/11/2019

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: Tracey Belton, Interim Director

AGENDA ITEM PREPARER: Maria C Corona, Deputy Director

SBC DEPT FILE NUMBER:

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM

Approve Proclamation Declaring June as Elder Abuse Awareness Month in San Benito County.
SBC FILE NUMBER: 430

AGENDA SECTION:

Presentations and Recognitions

BACKGROUND/SUMMARY:

This proclamation is declaring the month of June as Elder Abuse Awareness Month in San Benito County. June was first declared Elder Abuse Awareness Month by the International Network for the Prevention of Elder Abuse in 2006. Since then June has been a time to acknowledge the importance of families and communities working together to prevent elder abuse. The continued support and improvement of social supports like senior centers, human services, transportation and community networking, will promote the continuation of our community elders to live independently and safely as possible. It is important to report any suspicion of elder abuse so that the elder could be connected with any assistance they might need. As a community it is imperative that we work together to build awareness and share information on the prevention of elder abuse. This growing population has the right to live free from violence and abuse and we as a community

have the responsibility to ensure their health, safety and well-being. According the California Department of Aging, it is noted that California is projected to be one of the fastest growing States in the nation in total population. In 2016, California compromised 12 percent of the nation's population and is expected to grow 30 percent by the year 2060 (an increase of 11.7 million people.

In San Benito County for the period of January 1, 2019 to December 31, 2019 there were 165 elders assessed for abuse and or neglect and provided with services and case management as appropriate.

The National Center on Elder Abuse hopes you join them in their effort to recognize the importance of this issue.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

0

CURRENT FY COST:

0

STAFF RECOMMENDATION:

1. Approve Proclamation Declaring June as Elder Abuse Prevention Month in San Benito County
2. Authorize the Chair of the Board to sign said Proclamation.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Elder Abuse Awareness Month Proclamation	5/15/2019	Proclamation
Adult Protective Services Brochure	5/14/2019	Backup Material
Dont Miss the Sings of Elder-Dependent Abuse	5/14/2019	Cover Memo



SAN BENITO COUNTY BOARD OF SUPERVISORS

Mark Medina
District 1

Anthony Botelho
District 2

Peter Hernandez
District 3

Jim Gillio
District 4

Jaime De La Cruz
District 5

PROCLAMATION “Elder Abuse Awareness Month”

WHEREAS: Older adults deserve to be treated with respect and dignity to enable them to serve as leaders, mentors, volunteers and vital participating members of our communities;

WHEREAS: In 2006, the International Network for the Prevention of Elder Abuse, in support of the United Nations International Plan of Action, proclaimed a day to recognize the significance of elder abuse as a public health and human rights issue; and

WHEREAS: 2019 marks the 14 Annual World Elder Abuse Awareness month. Its recognition will promote a better understanding of abuse and neglect of older adults; and

WHEREAS: The National Center on Elder Abuse (NCEA) and San Benito County Health & Human Services (Adult Services Division) recognize the importance of taking action to raise awareness, prevent and address elder abuse; and

WHEREAS: Ageism and social isolation are major causes of elder abuse in the United States; and

WHEREAS: Recognizing that it is up to all of us, to ensure that proper social structures exist so people can retain community and societal connections, reducing the likelihood of abuse; and

WHEREAS: Preventing abuse of older adults through maintaining and improving social supports like senior centers, human services and transportation will allow everyone to continue to live as independently as possible and contribute to the life and vibrancy of our communities; and

WHEREAS: Where there is justice there can be no abuse; therefore, NCEA urges all people to restore justice by honoring older adults; and

THEREFORE; San Benito County Board of Supervisors do hereby proclaim June 2019 as Elder Abuse Awareness Month in San Benito County, and encourage all of our communities to recognize and celebrate older adults and their ongoing contributions to the success and vitality of our country.

In witness of the approval of this proclamation by the San Benito County Board of Supervisors on this 11th day of June 2019.

Mark Medina, Chairman

Abuse and neglect of the disabled and elderly happens more often than any of us would like to admit. It is serious, and it can happen in any setting.

All of us, as responsible citizens, must help to prevent and stop abuse, neglect, abandonment, and financial exploitation of vulnerable adults by reporting suspected abuse to the appropriate authorities.

A VULNERABLE OR DEPENDENT ADULT PERSON IS:

- ◆ Someone who is unable to care for or protect him or herself, or
- ◆ A person living in a hospital, nursing home, assisted living facilities, boarding home, or adult family home,
- ◆ A person with a developmental disability, or
- ◆ A person with a legal guardian or
- ◆ A person receiving personal care services in his or her own home from an agency or contracted individual provider, including self-directed care (i.e., control in selecting services of hiring a care giver or using a family member).

ARE YOU REQUIRED TO REPORT ABUSE OF AN ELDERLY OR DISABLED PERSON?

Mandated reporters are persons who work directly with the public. Doctors, nurses, law enforcement, adult day care center employees, residential care facility employees, home health care providers and social service employees are examples of mandated reporters. These persons must report suspected abuse to the proper authority or agency. Further, besides mandated reporters, any person that witnesses or suspects abuse should report it to the proper authorities. The priority should be to protect elders and/or dependent adults from

becoming a victim of abuse. Allegations of abuse should be reported to local law enforcement or the County's Adult Protective Services Program. If the alleged victim is residing in a residential or skilled nursing facility, the report should be made to local law enforcement or Ombudsman. Confidentiality applies to all persons that report suspected abuse. Please refer to mandated reporting laws of suspected dependent adult/elder abuse, as indicated in WIC 15630; 15610.17; and 15610.37. **"FAILURE TO REPORT ABUSE, NEGLECT OR EXPLOITATION IS A CRIMINAL OFFENSE."**

Reference: California Welfare & Institutions Code Section 15630(h) and California Penal Code Sections 11160 & 11162.

San Benito County
Adult Protective Services
Reporting of Abuse
(831) 634-0784

San Benito County
District Attorney
Elder Abuse Investigations/Prosecutor
(831) 636-4120

San Benito County Victims of Crime
Resource Center
800-842-8467

San Benito County Victim/Witness
Assistance Center
(831) 634-1397

San Benito County Family Court
Services/Mediation
(831) 636-4425

San Benito County Advocacy, Inc.
/Ombudsman
831-636-1638

Elder Physical Abuse



San Benito County
Health & Human Services
Agency

Adult Protective Services

1111 San Felipe Rd. Ste. 108
Hollister, CA 95023

ABUSE

Is a willful action or inaction that causes harm. It includes physical, mental, and sexual abuse, neglect, and false imprisonment.

SIGNS OF PHYSICAL ABUSE

- ◆ Unexplained bruises, welts, black eyes, wounds, or fractures
- ◆ Multiple injuries in various stages of healing
- ◆ Sudden changes in behavior (adult is fearful or depressed or engages in self-destructive behavior)
- ◆ The caregiver refuses to allow visitors
- ◆ Person is in restraints or locked in a room
- ◆ Missing patches of hair or hemorrhaging below the scalp
- ◆ Client reports abuse

SIGNS OF MENTAL ABUSE

- ◆ Person is emotionally upset, agitated, withdrawn, non-communicative, depressed, or non-responsive
- ◆ Caregiver refuses to allow visitors or does not let the person participate in family or community events
- ◆ Client reports abuse

SIGNS OF SEXUAL ABUSE

- ◆ Bruising around breasts and/or genital area
- ◆ An unexplained venereal disease
- ◆ Soiled underclothes or bedding
- ◆ Sudden changes in behavior

ABANDONMENT

Is leaving the vulnerable adult without means of caring for her or himself.

SIGNS OF ABANDONMENT

- ◆ Adult is deserted in a public place or in his or her own home.
- ◆ The adult reports being abandoned

NEGLECT

Is the failure of someone to safely care for a vulnerable elderly or disabled person to maintain their health and safety. Self-neglect is the failure of the vulnerable person to maintain his or her own health or safety.

SIGNS OF NEGLECT AND SELF-NEGLECT & FALSE IMPRISONMENT

- ◆ Dehydration
- ◆ Malnutrition
- ◆ Untreated injuries, or unattended health problems, including poor dental health
- ◆ Person appears unclean and/or poorly groomed
- ◆ Person lying in feces or urine, or a strong odor of feces or urine
- ◆ Death of a person with indications of poor care;
- ◆ Unsafe living conditions
- ◆ A competent person restrained by force or fear

FINANCIAL EXPLOITATION

Financial abuse is a situation where someone who has the care or custody of a person, or who is in a position of trust, takes or misappropriates that person's money or property.

SIGNS OF FINANCIAL EXPLOITATION

- ◆ Sudden transfer of assets (money)
- ◆ Disappearance of possessions
- ◆ Unexplained or unusual use of bank cards;
- ◆ Unpaid bills
- ◆ Forged signature on checks
- ◆ Misuse of electronic benefits transfer card
- ◆ Adult is forced to sign a legal document

CALIFORNIA PENAL CODE § 368

- ◆ It is unlawful to willfully harm or to cause or permit harm to come to an elder age 65 or older or dependent adult between the ages of 18 and 64 years.
- ◆ It is also unlawful to steal or embezzle from, or falsely imprison, an elder or dependent adult.

REPORTING

WHERE DO YOU REPORT?

IN CASE OF IMMEDIATE HARM, DON'T BE AFRAID TO

CALL: 911

OR YOUR LOCAL POLICE

If you report neglect and abuse, under the law you are protected against retaliation. These laws apply whether in an institutional setting or community setting.

**Adult Protective Services
(831) 634-0784**

When you report you will be asked:

- ◆ The name, address, apartment number, age, and telephone number of the adult you think is being harmed
- ◆ Any information about the circumstances
- ◆ The name, address, relationship and telephone number of the person you think is causing the harm
- ◆ Name of other people who can provide information about the situation
- ◆ Any safety concerns you may have
- ◆ Your name and address or the option to remain anonymous



KNOW ABUSE REPORT ABUSE
ELDER AND DEPENDENT ADULT ABUSE AWARENESS MONTH

DON'T MISS THE SIGNS



NEGLECT / SELF-NEGLECT

- Lack of adequate food and water
- Dirty clothing and changes in personal hygiene
- Unusually messy home
- Lack of medical aids or medication



FINANCIAL ABUSE

- Basic needs not being met
- Bills not paid
- New credit cards and increased cash withdrawals
- Unusual purchases by caregiver



PHYSICAL ABUSE

- Bruises, black eyes, welts
- Broken bones, cuts, sprains
- Sudden change in behavior
- Caregiver refusal to leave elder or dependent adult alone



MENTAL ABUSE

- Threatening significant physical harm
- Derogatory or inappropriate names, insults, profanity, or ridicule
- Harassment, coercion, intimidation, humiliation



SEXUAL ABUSE

- Unusual bruising on thighs and chest
- Unexplained sexually transmitted diseases
- Unusual stains on clothing or sheets
- Withdrawn from social interactions / panic attacks



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 1.

MEETING DATE: 6/11/2019

DEPARTMENT: BEHAVIORAL HEALTH

DEPT HEAD/DIRECTOR: ALAN YAMAMOTO

AGENDA ITEM PREPARER:

SBC DEPT FILE NUMBER: 810

SUBJECT:

BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO

Approve contract with Sumo Medical Staffing for Psychiatry Services for the period of July 1, 2019 through June 30, 2020, in an amount not to exceed \$374,400.00.

SBC FILE NUMBER: 810

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Sumo Medical Staffing provides recruitment and placement of high quality physician, M.D. specialists, including psychiatrists. The Behavioral Health Department has multiple contracts with similar organizations as there is never a guarantee these organizations can successfully source a psychiatrist for our department and for the time periods we require. Because psychiatrists are in such high demand and considered to be in the category of healthcare professional shortage, it is prudent that we have multiple psychiatry sourcing entities under contract to allow us to be in the best position to ensure no lapse in essential services, such as psychiatry.

Many county mental health departments in the Bay Area and other parts of the state utilize the

services of Locum Tenen's organizations to fill their need for Psychiatry services. Retaining the services of Sumo Medical Staffing adds to our ability to expand psychiatry time and to ensure ongoing psychiatry coverage. We are experiencing an impact of need for the already scarce resource of Psychiatrists as healthcare organizations throughout California are aggressively recruiting Psychiatrists. They are also offering high rates of pay that make it very difficult for small counties to compete. Also the continued growth of MHPA funded programs and increased MediCal and Insurance coverage that includes access to Behavioral Health care has increased the volume of clients requiring psychiatry medication services. This contract will be funded through MHPA funds, MediCal revenue generation, realignment funds and some private insurance payment.

OTHER AGENCY INVOLVEMENT: Individuals receiving mental health services at the County Jail and Juvenile Hall receive psychiatric medication support services through the Behavioral Health Department.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

374,400

STAFF RECOMMENDATION:

ADDITIONAL PERSONNEL:

BOARD ACTION RESULTS:

- 1) Approve contract with Sumo Medical Staffing for the contract term of FY 2019-20 for a maximum annual total of \$374,400 and;
- 2) Authorize the Board Chair to sign said contract

ATTACHMENTS:

Description	Upload Date	Type
Sumo Medical Staffing	5/21/2019	Contract

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and SUMO MEDICAL STAFFING ("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, 2019, and end on June 30, 2020 unless sooner terminated as specified herein.

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 fees to CONTRACTOR for services performed by physicians furnished by 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 insurance policies of coverage consistent with the requirements specified in Attachment C.

6. **Termination.**

The number of days of advance written notice required for termination of this contract is thirty (30) 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 Parties' Representatives.

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: Alan Yamamoto

Title: Behavioral Health Director

Address: 1131 San Felipe Rd
Hollister, CA 95023

Telephone No: (831) 636-4020

Fax No: (831) 636-4025

Representative for CONTRACTOR:

Name: Boyd Waters

Title: Director of Operations

Address: Sumo Medical Staffing
71 East Wadsworth Park
Draper, UT 84020

Telephone No: (877) 706-4949

Fax No: (801) 285-7221

APPROVED BY COUNTY:

Name:
Chair, San Benito County Board of Supervisors

Date: _____

APPROVED BY CONTRACTOR:



Name: Boyd Waters
Title: COO
Date: 4/24/19

APPROVED AS TO LEGAL FORM:
San Benito County Counsel

By: 

Date: 5-22-2019

ATTACHMENT A

Scope of Services

Staff Psychiatrist:

1. Introduction. CONTRACTOR agrees to use its best efforts to furnish locum tenens physicians whose specialty is psychiatry and currently licensed by the State of California, and board certified in Psychiatry by the Council of Medical Education of the American Medical Association. Such license shall be unrestricted by the California Medical Board at all times. After arrangements have been made for a physician to furnish services in response to a requested assignment, and upon COUNTY'S written acceptance of said physician, the requested assignment shall be binding upon COUNTY. The written acceptance shall be accomplished via an acknowledgment sent to COUNTY ("Confirmation"), which is then signed and returned to CONTRACTOR. Each Confirmation shall include the name and specialty of physician furnishing services hereunder, the dates and location of the assignment, the fees for the assignment, the applicable Contract Buyout Fee (as defined below in paragraph C-3) and deviations to this contract for that assignment, if any. All Assignments are binding and subject to the cancellation provisions set forth in this contract once COUNTY has provided written acceptance of a physician. In the event that any changes or additional arrangements are made to/for an assignment after a Confirmation has been issued, a subsequent Confirmation shall be issued which reflects the changes or additional arrangements. Confirmations last in time shall be binding.

2. Hours. CONTRACTOR shall furnish locum tenens physicians to cover an average of 40 hours per week of clinical services in consultation with the COUNTY's Mental Health Director regarding COUNTY needs.

3. Description of Services. CONTRACTOR agrees to furnish physicians to provide psychiatric services as needed to supplement COUNTY's clinical staff in providing these services to clients of COUNTY behavioral health units in accordance with community standards of care, clinical practices and reimbursement regulatory requirements. These services shall include:

A. Interviewing and examining clients and families to diagnose psychiatric problems and determine the type of psychiatric medical treatment needed and referring clients to appropriate sources of treatment and participating in individual and group therapy sessions, treatment planning, and case conferences.

B. Prescribing and dispensing medication to clients for psychiatric treatment and working in close collaboration with nursing staff serving agency clients.

C. Monitoring and documenting progress in treatment, or other activities determined by the needs of the clients and the programs to which they are assigned according to the community standard of care and applicable federal, state and COUNTY laws, regulations, licensures/certifications, policies and procedures.

D. Preparing a variety of comprehensive records and reports and complete required paperwork such as physician's portion of disability evaluations, psychiatric evaluations, service plans, annual re-assessments, billings, and consent forms.

E. Providing psychiatric services for dually diagnosed clients and participating in treatment reviews and service authorizations for the behavioral health department's mental health and drug and alcohol programs.

F. Participating in documentation changes including training related to electronic records and billing procedures.

G. Providing testimony for court proceedings related to COUNTY psychiatric clients.

4. COUNTY Billing for Psychiatric Services. CONTRACTOR and the physicians it furnishes to provide services to COUNTY are precluded from billing for services performed under this contract to any private or governmental third-party payers. The COUNTY is the only party that may bill and seek reimbursement from private or governmental third-party payers for the services performed by physicians furnished by CONTRACTOR on behalf of COUNTY.

5. Licensure. Physicians must have all current, required and valid licensure, and any other credential(s) required by the State of California. CONTRACTOR shall direct physicians to provide COUNTY with copies of physician's current California licensure as a physician, certification from the Drug Enforcement Administration, and with such other credentialing information as COUNTY may from time to time reasonably request. If any physician fails to comply with requests for credentialing information, COUNTY may terminate an assignment or this contract immediately upon written notice to CONTRACTOR.

END OF ATTACHMENT A

ATTACHMENT B
Payment Schedule

8-1. BILLING

Fees for services rendered by physicians furnished by CONTRACTOR pursuant to the terms and conditions of this contract shall be invoiced by CONTRACTOR to COUNTY on a bi-weekly basis.

8-2. 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.

8-3. COMPENSATION

COUNTY shall pay to CONTRACTOR fees for services rendered by physicians furnished by CONTRACTOR for each assignment as specified in the Confirmation for that assignment pursuant to the terms and conditions of this contract and pursuant to the special compensation terms specified in paragraph 8-4.

8-4. SPECIAL COMPENSATION TERMS:

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

The amount COUNTY shall pay to CONTRACTOR shall be based on an hourly range of **\$199.00 - \$229.00** per hour all inclusive rate. The maximum total sum for the term of this contract shall not exceed three hundred seventy four thousand four hundred dollars (**\$374,400**).

Any and all audit exceptions subjected to State Department of Mental Health fiscal recoupment identified by the COUNTY or any state or federal agency resulting from an audit of CONTRACTOR's performance of this contract, or actions by CONTRACTOR, its officers, agents and employees shall be the sole responsibility of the CONTRACTOR. If the results of any audit show that the funds paid to CONTRACTOR under this contract exceeded the amount due, then the CONTRACTOR shall refund the excess amount to COUNTY not later than sixty (60) days after the final audit settlement, or at COUNTY's election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment owed to CONTRACTOR for services performed by physicians to COUNTY under this contract.

Payments made for services performed by the physician(s) pursuant to the fees above, along with any applicable Contract Buyout Fees (as defined in paragraph C-30) and costs related to travel and housing, if any, shall be accepted by the CONTRACTOR as payment in full, subject to third party liability and beneficiary share of cost, for specialty mental health services provided to any beneficiary.

END OF ATTACHMENT B

ATTACHMENT C
General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR agrees to indemnify COUNTY from and against liabilities, claims, suits, actions, causes of action and damages incurred by COUNTY as a result of any act or omission directly arising out of the staffing services furnished hereunder by CONTRACTOR, and its employees, inclusive of costs and fees and in the aggregate for all parties. CONTRACTOR shall not have any liability to COUNTY for payment of amounts for professional liability outside of or in excess of its limits of professional liability insurance. If CONTRACTOR fails to satisfy the deductible or self-insured retention necessary to trigger insurance coverage, the County has the right, but not the obligation, to do so.

COUNTY agrees to indemnify CONTRACTOR from and against any and all liabilities, claims and damages incurred directly as a result of any act or omission of medical malpractice to the extent arising out of medical services provided by and under the direction and control of COUNTY, its agents and employees, up to \$1 million per incident, inclusive of costs and fees. COUNTY shall not have any liability for payment of amounts to CONTRACTOR for professional liability in excess of the amount stated in this provision

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in this attachment. Those insurance policies as described below in 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) CONTRACTOR shall provide COUNTY notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal of any insurance coverage.
- (c) The commercial general liability policy shall include an endorsement naming the COUNTY as an additional insured. Said endorsement shall be in the form of a blanket endorsement.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

C-3. INSURANCE COVERAGE REQUIREMENTS.

CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Commercial general liability insurance. CONTRACTOR shall maintain commercial general liability insurance, covering all of CONTRACTOR's operations in limits of \$1,000,000 each occurrence.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance for each physician while on assignment with COUNTY to cover all incidents which may occur during an assignment, regardless of when a claim is made, in limits of \$1,000,000 per incident and \$3,000,000 in aggregate or such limits as may be required by law. Insurance coverage is subject to the terms of the policy and covers medical malpractice only.
- (c) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation insurance covering its employees as required by California Labor Code Section 3700.

Notwithstanding anything contained in this paragraph to the contrary, it is understood and agreed that physicians are independent contractors of CONTRACTOR. As independent contractors, CONTRACTOR does not furnish worker's compensation for physicians.

- (d). Workers' Compensation Insurance - Physicians. Physicians must have workers' compensation coverage or be covered under a personal medical insurance policy while performing services under this contract. CONTRACTOR shall direct physicians to provide COUNTY with proof of coverage. If any physician fails to comply with requests for proof of workers' compensation insurance or medical insurance, COUNTY may terminate an assignment or this contract immediately upon written notice to CONTRACTOR
- (e). Automobile Insurance. CONTRACTOR shall require any physician it furnishes to perform services to COUNTY to maintain the legally required automobile insurance for the State of California when using his/her own vehicle in the performance of services hereunder.

COUNTY agrees to cooperate with CONTRACTOR'S reasonable risk management and quality assurance activities. Should COUNTY become aware of an incident or claim which may give rise to a claim under CONTRACTOR'S professional liability policy of insurance, COUNTY agrees to promptly notify CONTRACTOR of the nature of the claim and report all necessary information related to the claim. COUNTY understands and agrees that failure to report an incident may result in loss of coverage. The obligations of this paragraph shall survive any termination of this contract

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of any assignment with COUNTY, CONTRACTOR shall provide a certificate of insurance to COUNTY, evidencing the insurance required by this contract.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for services performed by physicians to COUNTY pursuant to the terms of this contract. If applicable, CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work under this contract also keep and maintain such records. All such records, kept by CONTRACTOR 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. CONTRACTOR and COUNTY shall mutually agree in advance upon the scope, timing and location of such a review or audit. COUNTY agrees to protect the confidentiality of all confidential and proprietary information of CONTRACTOR to which COUNTY has access during the course of such review or audit. COUNTY shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties.

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. If applicable, 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 as it relates to the services performed for COUNTY under this contract 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 or its 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 or its 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, agents or employees of COUNTY nor shall the independent contractors be under the direction or control 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. Notwithstanding anything contained in the contract to the contrary, each physician furnished by CONTRACTOR is an independent contractor of CONTRACTOR. CONTRACTOR shall be responsible for compensating physicians directly. As independent contractors, CONTRACTOR does not pay employment taxes for physicians or furnish worker's compensation coverage for physicians. CONTRACTOR'S interest is in furnishing physician locum tenens staffing services. CONTRACTOR does not make clinical decisions for physicians and does not otherwise direct or control the clinical services furnished by the physicians. CONTRACTOR makes no guarantee regarding any physicians and specifically disclaims the same.

C-9. CONFLICT OF INTEREST.

CONTRACTOR represents 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 represents 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, and shall direct the physicians it furnishes to perform clinical services to COUNTY, to comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing 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 services under this contract.

C-11. NONDISCRIMINATION.

Neither party shall discriminate in the employment of persons necessary to perform the services under 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 either party without the prior written consent of the other party, 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-20, below. In the event of termination, COUNTY shall pay CONTRACTOR for all services performed by the physicians furnished by CONTRACTOR up to the effective date of the termination.

C-19. CANCELLATION OF ASSIGNMENT.

In the event that COUNTY provides less than thirty (30) days prior written notice of cancellation COUNTY shall be responsible as liquidated damages, but not as a penalty for payment of the total fee due for the period covered by the assignment up to a maximum of thirty (30) calendar days ("Damages"). COUNTY shall also be responsible for payment of other actual fees and charges that may result from cancellation of an assignment, including but not limited to, travel and housing costs ("Costs") in addition to any fees for physician coverage actually performed. In the event that an assignment is scheduled less than thirty (30) days in advance and COUNTY cancels, COUNTY shall be responsible for payment of the total fee due for the period covered by the assignment up to a maximum of thirty (30) calendar days (also "Damages") as well as Costs that may result from cancellation as described in this Paragraph C-19. Notwithstanding the foregoing, and provided that COUNTY communicated its minimum credentialing requirements, then COUNTY shall not be liable for Damages or Costs associated with cancellation. COUNTY may be requested to provide documentation evidencing that physician(s) does not meet COUNTY credentialing requirements or was not granted privileges.

C-20. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' designated representative, 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 other party's designated representative; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's designated representative 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 designated representative as indicated in this contract, on the same day as the facsimile transmission is made.

C-21. RESPONSIBILITY OF PARTIES' REPRESENTATIVES.

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 representatives specified, in writing. A party may, in its sole discretion, change its designation of its representative and shall promptly give written notice to the other party of any such change.

C-22. MATERIALITY.

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

C-23. 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-24. 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-25. 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-26. 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-27. 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-28. 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-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.

C-30. CONTRACT BUYOUT FEE.

COUNTY agrees that should it offer Work (as defined below) to any physician if physician has furnished services for COUNTY and said offer is made during a period of two (2) years after the last day of physician's last assignment with COUNTY under this contract or the day that physician was presented to COUNTY by CONTRACTOR, whichever is later, and said offer is accepted, then COUNTY shall pay to CONTRACTOR as consideration for the introduction a contract buyout fee in the amount listed in the related Confirmation ("Contract Buyout Fee") per physician so hired or engaged. This paragraph shall survive termination of this contract. This paragraph shall not apply to any physician that has previously been a member of COUNTY medical staff or otherwise been engaged by COUNTY prior to this contract or unrelated to CONTRACTOR. COUNTY must inform CONTRACTOR in writing within five (5) business days if any physician presented by CONTRACTOR is already known to COUNTY through means other than CONTRACTOR. If COUNTY fails to so notify CONTRACTOR, CONTRACTOR shall be deemed to have made the introduction. If a physician accepts Work, the Contract Buyout Fee must be paid in full within five (5) business days after the first day the physician performs services in the new position. Fees shall be assessed for services performed up to the date the Contract Buyout Fee is paid. Once the Contract Buyout Fee is paid for any physician under this contract, CONTRACTOR shall not assess further fees for that physician and there shall be no further obligation as between CONTRACTOR and COUNTY with respect to that physician except for COUNTY'S obligation to reimburse CONTRACTOR for outstanding Travel and Housing costs, if any. For purposes of this contract, "Work" shall mean an offer to work, said offer being either verbal or written, on a part or full time basis, temporary or permanent, directly as an employee.

END OF ATTACHMENT C.

ATTACHMENT D

Status of Contractor

CONTRACTOR is: (check one)

- CONTRACTOR is an "Organizational Provider" as that term is defined in this paragraph. The term "Organizational Provider" means a provider of specialty mental health services, other than psychiatric inpatient hospital services or psychiatric nursing facility services. An organizational provider provides mental health services to beneficiaries through employees or by contracting with licensed or registered mental health professionals and other staff, unless such staff is legally entitled to a waiver. CONTRACTOR, an organizational provider, shall comply with all specific terms and conditions of D-1 through D-21, inclusive.
- CONTRACTOR is a "Group Provider" as that term is defined in this paragraph. The term "Group Provider" means an organization that provides specialty mental health services through two or more individual providers. Group providers include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics. CONTRACTOR, a group provider, shall comply with all specific terms and conditions of D-1 through D-21, inclusive.
- Physicians performing clinical services to COUNTY are "Individual Providers" as that term is defined in this paragraph. The term "Individual Providers" means licensed mental health professionals whose scope of practice permits the practice of psychotherapy without supervision and who provides specialty mental health services directly to beneficiaries. Individual providers include licensed physicians, licensed psychologist, licensed clinical social workers, licensed marriage, family and child counselors. The term, individual provider does not include licensed mental health professionals when they are acting as employees of any organizational provider or independent contractors of organizational providers other than the CONTRACTOR. A physician furnished by CONTRACTOR, an individual provider, shall comply with all specific terms and conditions of D-1 through D-16, inclusive. Physician's qualifications are as follows: (check one)

M.D.

Ph.D.

L.C.S.W.

M.F.T.

R.N. with M.S.

SPECIFIC TERMS AND CONDITIONS

The following paragraphs apply only as indicated above.

- D-1. Physician shall comply with Division 5 of the Welfare and Institutions Code, Titles 9 and 22 of the California Code of Regulations, and all statutes and regulations related thereto.
- D-2. Physician shall comply with all statutes and regulations governing the confidentiality of records.
- D-3. Physician shall maintain all governing records in compliance with all appropriate federal, state and local requirements.
- D-4. Physician shall comply with all Patients' Rights statutes and regulations.
- D-5. Physician shall insure that all pertinent admissions and length of stay requests comply with utilization review regulations.

- D-6. Physician shall maintain all necessary licensing and certification to perform under the scope of practice of CONTRACTOR.
- D-7. Physician shall comply with all credentialing activities as may be required by the County.
- D-8. Physician shall submit to COUNTY in a timely manner all required reports.
- D-9. Notwithstanding anything in paragraph C-6, to the contrary, CONTRACTOR shall maintain records as specified in paragraph C-6 for a period of seven (7) years from the close of the COUNTY'S fiscal year in which this contract is in effect.
- D-10. Notwithstanding paragraphs C-5 and C-6, CONTRACTOR shall make all of its books and records, pertaining to the goods and services furnished under the terms of this contract, available for inspection, examination or copying, by the COUNTY, the State Department of Justice, HHS, and the State Department of Health Services, at all reasonable times at the CONTRACTOR'S place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping.
- D-11. Physician must meet all Department of Mental Health and Mental Health Provider selection criteria.
- D-12. Physician shall ensure that beneficiaries will receive the same level of care as provided to all other patients served.
- D-13. Physician shall not discriminate in the provision of services to beneficiaries on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.
- D-14. Physician shall adhere to all procedures and regulations as described in the County's Provider Handbook, a copy of which shall be provided to physician by COUNTY during the credentialing process.
- D-15. Physician shall comply with all certification requirements to practice as an Organizational Provider of Specialty Mental Health Services and must meet all on-site certification criteria prior to certification and every 2 years thereafter, a copy of which shall be provided to physician by COUNTY during the credentialing process.
- D-16. Physician shall maintain all licenses and ensure they are proper and he/she possess valid credentials.
- D-17. CONTRACTOR agrees that all staff providing TBS are trained to deliver behavioral interventions.
- D-18. Physician agrees to complete and return to COUNTY the Provider Satisfaction Survey when such is provided by COUNTY.

END ATTACHMENT D

ATTACHMENT E

HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT

BUSINESS ASSOCIATE

- (a) Contractor shall comply with, and assist the County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164), hereinafter collectively referred to as the "Privacy Rule." Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms are used in the Privacy Rule.
- (b) Except as otherwise limited in this Addendum, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of the County as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule with which the County complies.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Addendum, or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum.
- (f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor as a result of a use or disclosure of Protected Health Information by Contractor, which is in violation of the requirements of this contract.
- (g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, created, or received by Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this contract to Contractor with respect to such information.
- (h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set; this Protected Health Information will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
- (i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs, pursuant to 45 CFR Section 164.526, at the request of the County or an Individual, and in the time and manner designated by the County.
- (j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County, to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (k) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection U), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.

- (m) A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.
 - (1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.
 - (2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.
- (n) Contractor is responsible for providing the required notification only if a breach involved of "unsecured PHI". Unsecured PHI is PHI that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified in guidance by the Secretary of DHHS. The most current guidance can be found on the DHHS website (<http://www.hhs.gov>).
- (o) The Parties agree to take action to amend this contract in writing from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.

END ATTACHMENT E



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 2.

MEETING DATE: 6/11/2019

DEPARTMENT: BEHAVIORAL HEALTH

DEPT HEAD/DIRECTOR: ALAN YAMAMOTO

AGENDA ITEM PREPARER:

SBC DEPT FILE NUMBER: 510

SUBJECT:

BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO

Approve Reappointment of Daniel A. Sanidad to the Behavioral Health Board (BHB) for the Term of June 15, 2019 to June 15, 2022.

SBC FILE NUMBER: 510

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

This is a request to approve the reappointment of Daniel A. Sanidad as a County Behavioral Health Board (BHB) public interest/consumer member. The County BHB has recommended the reappointment of Daniel Sanidad as a member of the County's Behavioral Health Board, pending official Board of Supervisor's reappointment approval.

As per the California Welfare and Institutions Code, Chapter 1374, Statutes of 1992, Section 5604, the County Board of Supervisors is responsible to establish a local Mental Health Board (MHB) to advise the Board on county mental health issues. MHB representation must include diversity representative of culture, gender, age groups, consumers and family members. W&I

Code Section 5604, (f) also states that if it is not possible to secure membership as specified from among persons who reside in the county, the governing body may substitute representatives of the public interest in mental health. As per the California Department of Health Care Services Alcohol and Drug Programs Certification Standards, Section 18015, an alcohol and/or other drug program Community Advisory Board shall be required for all alcohol and/or other drug programs, including government operated and proprietary programs. The BHB functions as a consolidated Mental Health and Substance Abuse Board. Daniel Sanidad is being recommended for appointment by the BHB as a public interest/consumer member, out of county resident, BHB Board appointment.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

0

STAFF RECOMMENDATION:

Approve the appointment of Daniel A. Sanidad as a public interest/consumer member, to the Behavioral Health Board effective June 15, 2019 to June 15, 2022.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Application - Daniel Sanidad	6/4/2019	Backup Material

**SAN BENITO COUNTY
BOARDS AND COMMISSIONS**

MEMBERSHIP APPLICATION

I hereby express an interest in being nominated for membership on the following committee: (Please Print)

Board/Commission: San Benito Behavioral Health Board

Name: Daniel A. Sanidad

Phone: 408 930 9631 E-mail: dasanidad@yahoo.com

Fax: _____

Mailing Address: 13775 Ellis Drive, Morgan Hill, CA 95037

Street Address: 13775 Ellis Drive

City: Morgan Hill Zip: 95037

Length of Residency: 31 years, Morgan Hill, CA

Supervisor District: _____

Education: BA: Liberal Studies (Human Behavior) MPA: Public Administration

Affiliations: Volunteer Service: Vision Literacy, 2016; St. Andrew's Residential (STAR) Programs for Youth, INC., 1995 - 2014

Reason(s) for Seeking Appointment: Interested in supporting peoples' success and system equity across social and educational services.

Date: March 4, 2016 Signature: Daniel A. Sanidad

Return completed form to : **SAN BENITO COUNTY**
Attention: Denise Thome, Clerk of the Board
481 Fourth Street
Hollister, CA 95023

Any questions, please call: (831) 636-4000



**SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM**

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 3.

MEETING DATE: 6/11/2019

DEPARTMENT: CLERK OF THE BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER: Janet Slibsager

SBC DEPT FILE NUMBER: 119

SUBJECT:

CLERK OF THE BOARD OF SUPERVISORS - J. SLIBSAGER

Approve the action minutes of the May 7, 2019 regular meeting.

SBC FILE NUMBER: 119

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Approve the action minutes of the May 7, 2019 regular meeting.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Action Minutes of the May 7, 2019 regular meeting	5/17/2019	Minutes



SAN BENITO COUNTY BOARD OF SUPERVISORS

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La
Cruz
District No. 5
Vice-Chair

County Administration Building - Board of Supervisors Chambers, 481 Fourth Street, Hollister,
California

REGULAR MEETING MINUTES

May 7, 2019

9:00 AM

Mission Statement

The County Board of Supervisors will recognize the public trust it holds, will on all occasions conduct business with honesty, integrity, and respect for the individual, and will hold the organization of County government to that same standard.

The San Benito County Board of Supervisors welcomes you to this meeting and encourages your participation.

- If you wish to speak on an item contained in the agenda please complete a Speaker Card identifying the item(s) and provide it to the Clerk of the Board prior to consideration of the item.

Each individual speaker will be limited to a presentation total of (3) minutes unless otherwise permitted by the Board Chair.

CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Chairman Mark Medina. Those present were Supervisors Anthony Botelho, Jim Gillio, Peter Hernandez and Jaime De La Cruz, as well as County Counsel Barbara Thompson, County Administrative Officer Ray Espinosa and Clerk of the Board Janet Slibsager.

Chairman Mark Medina read San Benito County's Mission Statement.

a. Pledge of Allegiance

**Pledge of Allegiance to be led by Supervisor Anthony Botelho,
District #2.**

The Pledge of Allegiance was led by Supervisor Anthony Botelho.

b. Acknowledge Certificate of Posting

Certificate of Posting.

MOTION:

*Motion To Acknowledge the
Certificate of Posting:*

Made by **Supervisor Jim Gillio** and seconded by **Vice-
Chair Jaime De La Cruz**

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Gillio, Hernandez, Medina

c. **Presentations and Recognitions**

MOTION:

*Motion to Approve all the
Proclamations:*

Made by **Supervisor Anthony Botelho** and seconded by
Supervisor Jim Gillio

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Gillio, Hernandez, Medina

BOARD OF SUPERVISORS

Approve Proclamation declaring the month of May as "Water Awareness Month" in San Benito County.

SBC FILE NUMBER: 430

Supervisor Anthony Botelho presented Proclamation to Shawn Novack from the San Benito County Water District for Water Awareness Month.

Mr. Novack, Water Conservation Program Manager for the San Benito County Water District, reported that we have had a very good water supply this year but that doesn't mean that we can use it detrimentally. He said that our ground water basin is so critical and really showed during the bad drought we had a few years ago. He said that even though we had a lot of rain this year we need to keep our ground water basin full. He invited the public to a workshop for a ground water sustainability plan, June 18th at the Veteran's Memorial Building from 4:00 to 6:00 p.m. Said we are looking for the public's input. He thanked the community for their help in good management of our resources and how we need to continue because our population is going to continue to grow.

He thanked the Board for the Proclamation and for their support.

BOARD OF SUPERVISORS

Approve Proclamation declaring May 2019 as "Community Action Month" in San Benito County.

SBC FILE NUMBER: 430

Supervisor Jaime De La Cruz presented the Proclamation to the members that were present from the Community Action Board.

Sylvia Jacquez thanked the Board for the Proclamation on behalf of the Community Action Board.

Richard Perez, Chair of the Community Action Board, spoke about the program and some of the things that they do.

Nelda Escamilla, CAB member, spoke about the program and the work that they do.

BOARD OF SUPERVISORS

Approve Proclamation recognizing May 20-19 as Mental Health Month in San Benito County.

SBC FILE NUMBER: 430

Supervisor Jim Gillio presented the Proclamation to the Behavioral Health Department for Mental Health Month.

Behavioral Health Director Alan Yamamoto introduced a few of the people behind this event; Maria Sanchez, Case Manager and Supervisor, and Yvette Nunez, Case Manager.

Ms. Nunez spoke about some of the events they would be having for Mental Health Month.

d. Public Comment

Opportunity to address the Board on items of interest not appearing on the agenda. No action may be taken unless provided by Govt. Code Section 54954.2.

There was no public comment.

e. Department Head Announcements: Information Only

CAO Ray Espinosa reported that he was asked by the Chief Probation Officer Joe Fontella to remove Item #13 from agenda, and that it would come back at a later date.

Mr. Espinosa updated the Board on SB1, stating that we did submit to the CTC, the 1920 SB1 work for 1.7 million dollars.

Mr. Espinosa updated the Board on John Smith Road, mentioned that the bids are out and May 16th is the deadline for submission. We are hoping to take a contract to the Board the first meeting in June, so that we can get that road fixed.

Mr. Espinosa announced that on May 14th there would be a Special Board Meeting at 9:00 to review the budget. He said that he has asked all the Department Heads to be present.

Mr. Espinosa reported that at the end of April he attended the CSAC Conference along with Supervisor Jaime De La Cruz and Anthony Botelho, where they lobbied their Assemblyman Rivas and Senator Caballero, advocating for our County for additional funding for our roads and the need for it.

Mr. Espinosa reported that they also had a good meeting in regards to Measure G.

f. Board Announcements: Information Only

Supervisor Peter Hernandez reported that he attended a First 5 meeting; Intergovernmental meeting where they went over the cost of building new schools, etc. He mentioned that they have a date set to visit the CSUMB Center on May 23rd at 11:30 a.m. He reported that he has had many meetings on Hemp, which he will report on during the Hemp item later in the agenda.

Supervisor Anthony Botelho reported that the CAO Ray Espinosa, Supervisor De La Cruz and himself attended the legislation meetings in Sacramento and met with Senator Caballero and Assemblyman Rivas, mentioning that besides Measure G and SB1, we need additional help for transportation dollars for our County. He reported that they met with a potential management firm to consider an outside consultant for utilization of SB1 and G funding to help move our road projects forward. Attended a RCRC meeting in Death Valley and spoke of two items that they took action on which were SB45-Flood Protection Bond Act, which was supported by RCRC and Assembly Constitution Amendment 1- to Lower the Local thresh hole to approving local bonds, which was supported by RCRC.

Supervisor Jaime De La Cruz reported that he attended the CSAC Conference and was able to meet with Senator Caballero and Assemblyman Rivas on some items. He spoke of the goal of the Governor, which is to move towards affordable homes which he said he is for.

Supervisor Jim Gillio, mentioned that this week was Teacher appreciation week. He Spoke in regards to honoring Fallen Police Officers, which is said is dear to his heart, the 1st week in May and that Police Officers Memorial Day is May 15th. He attended LAFCO meeting which they went over the budget and discussed changing the date and time of the meetings. He attended a roads crew briefing and it was a great experience. Attended a Teleconference seminar on transportation in Sacramento along with Director Mary Gilbert from COG and Supervisor Mark Medina that was all about funding services for local projects. Reported that he attended the downtown Beer & Wine Stroll and the Rib Cook off in San Juan Bautista. Said he spoke with the County Supervisor for Santa Clara County and they talked about the need for a no right hand turn near Zbest. Spoke about Vineyard Estates CSA and their balance of about \$52,000. Spoke about COG's briefing meeting and the applications for the oversight committee.

Chairman Mark Medina mentioned that he called the Grand Jury Foreman Don Dickson and that he would be scheduling a date to meet with him and Supervisor Gillio to talk about the ordinance that was passed several years ago. He spoke about the roads, pot holes and the mowing and that the Roads Manager has a schedule that they will be following. He thanked the roads department. He spoke about the City Council meeting and how they spoke about Relay for Life. He said that he would like to form a joint team, it is on August 2nd and 3rd at Ranch San Justo School.

Supervisor De La Cruz said that he thought it was a great idea.

CONSENT AGENDA

These matters shall be considered as a whole and without discussion unless a particular item is removed from the Consent Agenda. Approval of a consent item means approval of the recommended action as specified on the Agenda Item Transmittal.

If any member of the public wishes to comment on a Consent Agenda Item, please fill out a speaker card, present it to the Clerk prior to consideration of the Consent Agenda and request the item be removed and considered separately.

MOTION:

Made by Supervisor

Motion to Approve Consent Agenda #1-15, with the exception of Item #1, Jim Gillio and which was pulled by the public, Item #6, which was pulled by Supervisor Medina, Item #13, which was pulled from the agenda entirely, Item #14, Chair Jaime De La Cruz which was pulled by Supervisor De La Cruz and Gillio:

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Gillio, Hernandez, Medina

1. **BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO**

Adopt Resolution approving the multi-year intergovernmental agreement No. 18-95155 with California Department of Health Care Services for Substance Use Disorders treatment and recovery support services and Authorize the County's Behavioral Health Director to sign the Drug Medi-Cal Organized Delivery System (DMC-ODS) Multi-Yr Intergovernmental Agreement No. 18-95155 for the period of June 28, 2019 to June 30, 2021, and associated other documents and certifications with the State Dept. of Health Care Services, Substance use Disorders Programs to opt-in to the Drug MediCal Organized Delivery System Project.

SBC FILE NUMBER: 810

RESOLUTION NO: 2019-41

Anna Foglia, CEO of Sun Street Center, spoke of how they have been working with Behavioral Health and commended Director Alan Yamamoto and his team for getting drug medi-cal from the State effective July 1st, and how they will now be able to afford to keep their program open. Also commended the Community Action Board and Social Services for including them in a CBDG grant for next year, which hopefully we will get. She said that they appreciate the Board's support and thanked Alan Yamamoto and his team for their support.

Chairman Mark Medina said that this is a perfect example of working together, it hasn't been easy.

Dana Serpa, Client of Sun Streets, spoke about how this program has helped her get her family back.

Kelly Carter, Resident of Sun Streets, spoke about her addiction to drugs and how this program helped her.

Behavioral Health Director Alan Yamamoto spoke about the drug medical program and how they opted in for the contract for approval today.

Supervisor Jim Gillio thanked Alan and his team and Sun Streets Center for seeing this through.

Supervisor Peter Hernandez said he believes in supporting this organization.

Chairman Mark Medina thanked Valerie at Sun Streets Center in educating them on their program.

MOTION:

Motion to Approve per staff recommendation:

Made by **Supervisor Anthony Botelho** and seconded by **Vice-Chair Jaime De La Cruz**

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Gillio, Hernandez, Medina

2. **BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO**
Delegate authority to CAO to execute a Contract with Vanir Construction Management, Inc. in the amount not to exceed \$49,840 for reviewing and evaluating the cost to build the Behavioral Health Center.
SBC FILE NUMBER: 810
3. **BOARD OF SUPERVISORS**
Approve the change of appointment to the Vet's Park Commission from Supervisor Jaime De La Cruz to Supervisor Peter Hernandez effective May 7, 2019.
SBC FILE NUMBER: 156
4. **BOARD OF SUPERVISORS**
Approve the change of appointment to the Council of Governments from Supervisor Mark Medina to Supervisor Anthony Botelho who is currently the alternate effective May 7, 2019. The Chair will appoint an alternate.
SBC FILE NUMBER: 156
5. **CLERK OF THE BOARD OF SUPERVISORS - J. SLIBSAGER**
Approve the action minutes of the March 19, 2019 regular meeting, April 2, 2019 regular meeting and the April 16, 2019 regular meeting.
SBC FILE NUMBER: 119
6. **COUNTY COUNSEL'S OFFICE - B. THOMPSON**
Approve Amendment to the County's travel policy related to out of state travel.
SBC FILE NUMBER: 160

Chairman Mark Medina pulled this item for clarification on travel approval by the CAO or the Board.

CAO Ray Espinosa provided information on the CAO approving travel that comes up as an emergency through the HHSA's office.

Supervisor Peter Hernandez had a question if there was a cap on an emergency amount.

CAO provided information.

MOTION:

*Motion to Approve per staff
recommendation:*

Made by **Supervisor Anthony Botelho** and seconded by
Supervisor Jim Gillio

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Gillio, Hernandez, Medina

7. **HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM**

Approve contract with Community Services Development Corporation for the 2018 US Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Homeless Assistance program for the period of April 1, 2019 through March 31, 2020, in the amount of \$203,049.00.
SBC FILE NUMBER: 130

8. **HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM**
Approve contract with Go Kids for Child Care Bridge Program in the Not to Exceed amount of \$54,968 per fiscal year for the term of July 1, 2019 to June 30, 2021.
SBC FILE NUMBER: 130
9. **HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM**
Approve Contract with Community Solutions for Training and Other Activities for the Commercially Sexually Exploited Children's (CSEC) Program in the amount of \$71, 850.00.
SBC FILE NUMBER: 130
10. **HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM**
Approve Grant Agreement Modification No. 2 with the City of Sunnyvale for the NOVA and Prison to Employment Grant in the amount of \$131,663 and approve Budget Adjustment in the amount of \$7,938. (4/5 vote)
SBC FILE NUMBER: 130
11. **HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM**
Approve the Continuum of Care (CoC) Grant Agreement in the amount of \$241,673.00 to provide housing, support services and case management to eligible homeless individuals and families, for the period of April 1, 2019 through March 31, 2020; and authorize the HHSA Director or Deputy Director to approve and execute the grant agreement and any non-monetary amendments thereto, and any other documents related to the grant.
SBC FILE NUMBER: 130
12. **HUMAN RESOURCES - E. NOLASCO**
Approve Job Specification for Administrative Office Assistant along with corresponding salary and the related addition of 1.0 FTE to the schedule of authorized positions in the Administration Office.
SBC FILE NUMBER: 630
13. **PROBATION DEPARTMENT - J. FRONTELLA**
Approve the allocation of Community Corrections partnership (CCP) AB109 reserve funding for Proposal No. 1 for the purchase of COMPAS software, as voted and agreed upon by the San Benito County Community Corrections Partnership Executive Committee (CPP-EX), and approve the budget adjustment/transfer increasing appropriations in the amount of \$79,150.00 for the transfer of fund balance from the AB109 Trust Fund to the Sheriff's Department purchase of the COMPAS TOOL software.(4/5 vote)
SBC FILE NUMBER: 510

This item was pulled from the agenda to be brought back at another time.

14. RESOURCE MANAGEMENT AGENCY

Accept all bids for the SB-1 Seal Coat Project At Various Locations – PWB-1902, San Felipe Road (NB-SB) from 0.9N/Fallon Road to HWY 156 – 1.20 Mile Chip Seal, Gardena Lane from Santa Ana Road to End – 0.14 Mile Chip Seal, Nash Road from 1780' E/O Riverside Road to PCC Bridge – 0.07 Mile Chip Seal, Cienega Road from COP 1475' S/O Union Road to Cienega Road Extension – 0.10 Mile Slurry Seal; find Graham Contractors, Inc. as the lowest responsive bidder; award contract to Graham Contractors, Inc. in the amount of \$349,931.00; approve contract and authorize the CAO or Deputy CAO to execute the contract upon receipt of all contract documents required in the Invitation for Bids; and authorize the CAO or Deputy CAO to issue change orders in and amount of not to exceed \$34,993.10 (10% of Contract Amount).

SBC FILE NUMBER: 105

This item was pulled by Supervisor's Jaime De La Cruz and Jim Gillio.

Supervisor De La Cruz had a question in regards to SB1 monies and when the work would be done.

Scott Lines from RMA replied that this group of projects should be worked on this summer. The list from a couple of weeks ago will be next spring as those are 19/20 funds.

CAO Ray Espinosa provided additional information.

Chairman Mark Medina asked if the 17/18 dollars are SB1 funds guaranteed.

Supervisor Jim Gillio responded.

Chairman Medina said that if we know we are receiving x amount of money for 18/19, can we take that out of reserves and put it towards the roads and then when we receive our SB1 funding pay back the reserves.

CAO Ray Espinosa said we would work on that and come back to the Board. He said we will have to look in to it further with the State.

Supervisor Gillio agreed that was a great point and we need to look in to that. He spoke of the engineers estimate and how it came in lower and how we need to have a clear estimate of our revenues.

Supervisor Anthony Botelho said he is concerned on the timing and getting the work done, need to stream line this process. Said that he supports this action.

Supervisor De La Cruz said that we need to hire more staff at Public Works to help fix the pot holes.

Supervisor Peter Hernandez had a question as what does it mean if we front the money.

CAO Espinosa said that we would have to look and see if it is even feasible with the State and if it is come back with some kind of plan.

MOTION:

Motion to Approve per staff recommendation:

Made by Supervisor Jim Gillio and seconded by Vice-Chair Jaime De La Cruz

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Gillio, Hernandez, Medina

15. SHERIFF'S OFFICE - D. THOMPSON

Adopt Resolution authorizing the Sheriff to participate in the Edward Byrne Memorial Justice Assistance Grant (JAG) Program administered by the Board of State and Community Corrections.

SBC FILE NUMBER: 110

RESOLUTION NO: 2019-42

REGULAR AGENDA

For each regular agenda item, the following schedule shall occur:

a) Staff report.

b) Public opportunity to address the Board on a particular agenda item. Please fill out a speaker card and present it to the Clerk prior to consideration of the item.

c) Consideration by the Board.

16. HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM

Approve Proclamation declaring National Nurses Week in San Benito County May 6-12, 2019; and view a 6 minute video presentation on public health nurses' roles and work in communities.

SBC FILE NUMBER: 430

Public Health Administrator Lynn Mello announced that May 6th was National Nurses Day and this week is National Nurses week. The theme this year is Four Million Reasons to Celebrate because there are four million nurses throughout the County to help heal and keep people healthy. She said that here today we are honoring our Public Health Nurses that work within the County Behavioral Health.

She spoke about how Public Health Nurses are a bit different from others, as to how they have to handle different type of health problems. She showed a video on Public Health Nurses in Pennsylvania which is similar to the Public Health Nurses in San Benito County.

Supervisor Anthony Botelho thanked Ms. Mello for the video and thanked her and her department for everything that they are doing.

Supervisor Peter Hernandez presented Proclamation to Lynn Mello from the Health Department declaring National Nurses Week in San Benito County from May 6-12th.

17. COUNTY COUNSEL'S OFFICE - B. THOMPSON

STUDY SESSION - Review draft hemp ordinance that will be presented to the Planning Commission on May 15, 2019. Provide direction to staff.

SBC FILE NUMBER: 160

County Counsel Barbara Thompson presented a draft of the Ordinance to the Supervisors that would be going to the Planning Commission on May 15th. She went over some areas of the ordinance like cultivation, manufacturing, guidelines and regulations. She said that it is more streamline than the cannabis. She asked the Board for any comments or direction.

Chairman Mark Medina said that the first thing he would like to talk about is the part about research operations. He said that I thought we had talked about not including it in the ordinance.

Supervisor Jim Gillio said that is what he had recalled from their last discussion, we were going to exclude it from the ordinance.

Supervisor Peter Hernandez, as part of the ad hoc committee, said that was already pretty exclusive but maybe the Ag Commissioner can comment on the registration process.

Ag Commissioner Karen Overstreet said that research is exempt from registration and provided additional information in regards to the registration process.

Discussion ensued by Board and staff in regards to set backs, odor issues and 10 acres or more parcels.

Supervisor De La Cruz had a question in regards to criminal background.

Ms. Overstreet addressed that the background check will be a requirement through the USDA and State regulations.

Ms. Thompson asked for clarity on some points: 1) Does cultivation set backs apply to the research activities as well.

Discussion ensued by Board and staff.

The consensus of the Board was 100' from the boundary line, 1000' from schools, churches and daycare's.

Ms. Thompson had question #2) Hardship waiver for grandfathering at this time.

The consensus of the Board was to delete that.

Ms. Thompson had question #3) Use permit for less than 10 acres, yes or no.

The consensus of the Board was they could deal with those on a one to one basis.

Ms. Thompson said that they would take the information that was given to the Planning Department for review.

Public Comment:

Victor Gomez said that he appreciates there professionalism and leadership on this. He said most of the issues were addressed. He likes the broadness of the language, set backs and the 10 acres is good. He suggested that under the sensitive use 1000' from school, etc., be removed to say 1000' from the greenhouse or cultivation.

Elia Salinas said that she agreed with Mr. Gomez. She said what the City of Hollister did with the

sensitive use was from wall to wall. She said in regards to research there is no odor like a nursery.

Ms. Thompson asked the Board if they would like to make any additional changes.

Discussion ensued by the Board and staff.

Ms. Thompson said that the recommendations would go to the Planning Commission on May 15th at 6:00 p.m.

18. COUNTY COUNSEL'S OFFICE - B. THOMPSON

- 1) Read Title of proposed ordinance, waive further reading and accept introduction of an ordinance amending Chapter 5.09, the County's ordinance related to purchasing and continue to May 21, 2019 for adoption; and
 - 2) Adopt Resolution approving amendment to purchasing manual.
- SBC FILE NUMBER: 160
RESOLUTION NO: 2019-43

County Counsel Barbara Thompson read the title of the ordinance in to the record for the Ordinance amending Chapter 5.09, the County's ordinance related to purchasing. She said that this would come back to the Board on May 21st for the adoption. She stated that the resolution that the Board would be adopting today is to approve the amendment to the purchasing manual.

Supervisor Peter Hernandez had a question on cost efficiency and possibly reporting back quarterly what the CAO has done.

Supervisor Jim Gillio said that he thinks a bi-annual update would be good to get from the CAO on expenditures.

MOTION:

Motion to approve as stated and Adopt Resolution No. 2019-43:

Made by **Supervisor Peter Hernandez** and seconded by **Supervisor Jim Gillio**

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Gillio, Hernandez, Medina

19. COUNTY COUNSEL'S OFFICE - B. THOMPSON

- Read title, waive further reading, and accept introduction of an ordinance relating to the appointment of certain County department heads by the County Administrative Officer and the CAO's hiring and supervisory authority, through the amendment of Chapters 3.01 and 3.03 of the San Benito County Code; Accept introduction, waive further reading of the ordinance and continue to May 21, 2019 for adoption.
- SBC FILE NUMBER: 160

County Counsel Barbara Thompson read the title of the ordinance for the record related to the appointment of certain County Department Heads by the County Administrative Officer and the

CAO's hiring and supervisory authority. She said that this would come back to the Board on May 21st for adoption.

Discussion ensued by Board and staff.

Public Comment:

Sheriff Darren Thompson said that this will help to expedite things and I think that the CAO takes his job very seriously and expect him to perform to your expectations as will the rest of us. He thanked them for their consideration.

Supervisor Peter Hernandez asked if there was a way to anchor this to his part of the evaluation.

Chairman Medina said that, yes, it could be part of the review of the CAO's.

MOTION:

Motion to approve per staff recommendation, will come back on May 21st for the adoption: Made by **Supervisor Jim Gillio** and seconded by **Supervisor Peter Hernandez**

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Gillio, Hernandez, Medina

20. EMERGENCY MEDICAL SERVICES - K. O'NEILL

Approve contract amendment #5 with American Medical Response West, dba: American Medical Response, for 911 ambulance contract extension through June 30, 2020. Delegate authority to the CAO to execute the contract.

SBC FILE NUMBER: 1068

Emergency Medical Director Kevin O'Neill said that this has been a long process and that this is just a place holder until we put a more complete contract together.

EMS Coordinator Kris Mangano provided a PowerPoint presentation as to what the contract currently consists of and what some of the changes are going to be: A 1 Year contract extension from July 1, 2019 to June 30, 2020 while working on a 5 year contract. She said the extension beyond 1 year is dependent upon improvement with the State-wide Paramedic shortage we are facing right now; Current Ambulance Coverage - 24/7 365 days a year; Proposed Ambulance Coverage - 24/7 365 days a year to provide a 3rd ambulance 3 days one week, 4 days the next week, 12 hour shifts to always include Saturdays, Sundays and Holidays; 2.2 Contractor's Functional Responsibilities Ambulance Coverage; ALS or BLS Determinant - Staffing; 2018 Annual Call Volume by Day-of-the-Week; Ambulance Coverage - BLS Unit When will they respond; BLS Unit - Where will they respond; Hollister Hills calls; BLS Unit - What will they do; Additional Unit - How can we afford to add a unit to the system - An Annual Subsidy of \$15,000 to AMR for the 1st year - Subsidy will increase every year thereafter; Questions:

Discussion ensued with Board and EMS staff.

Supervisor Jim Gillio said that he has attended a few of the EMCC meetings and got a breathe of information from them. Spoke of the concern of how the 3rd ambulance would be staffed with a paramedic or EMT.

Ms. Mangano read wording that AMR will attempt to staff the 3rd unit with a Paramedic and an EMT (ALS) - Using an internal matrix, AMR will contact all paramedic personnel in the region and must provide verification of this effort to County EMS before the authorization of staffing at a BLS level will be granted.

Supervisor Gillio thanked her for the wording.

Discussion ensued by Board and staff in regards to what AMR's right off percentage might be and if they have a patient portal.

Supervisor Anthony Botelho said I think the one year extension was a good idea. Hopefully we will get into a longer term contract that is fair and equatable not only for the county but for our communities and for AMR.

MOTION:

Motion to Approve the one year contract extension as stated with the addition of section 2.2C specific language AMR will attempt to staff the 3rd unit with a Paramedic and an EMT (ALS) - Using an internal matrix. AMR will contact all paramedic personnel in the region and must provide verification of this effort to County EMS before the authorization of staffing at a BLS level will be granted plus our EMS Team will report back to the County Board of Supervisors on a Bi-Annual basis of their efforts; and granting the CAO Authority to move forward with the contract.

Made by
**Supervisor
Jim Gillio**
and
seconded
by
**Supervisor
Anthony
Botelho**

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Gillio, Hernandez, Medina

CLOSED SESSION

County Counsel Barbara Thompson read the closed session items in to the record.

The Chair Mark Medina announced that they would be taking a lunch at 12:30 p.m.

Supervisor Jim Gillio recused himself from closed session Item #22.

The Board reported in to closed session at 11:42 a.m.

The Board reported out of closed session at 2:44 p.m.

On Item #21 the Board authorized the County to enter in to the litigation with the County of Santa Cruz vs. Bureau of Cannabis Control.

There was no action taken on the rest of the items.

Matters discussed during Closed Session include existing and pending litigation, personnel matters and real property negotiations. Reportable actions taken by the Board during Closed Session will be announced during open session. (Gov. Code

Section 54957.1(a) and (b), Ralph M. Brown Act.)

21. **CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION**

No. of cases: 2 Subdivisions (a) and (d)(1) of Section 54956.9 Name of Case: County of Santa Cruz vs. Bureau of Cannabis Control, Superior Court of California, County of Fresno, Case No. 19CECG01224.

Disability Rights California v. County of San Benito, United States District Court, Northern District of California, Oakland Division, Case No.19-CV-01833-YGR.

SBC FILE NUMBER: 235.6

The Board Authorized the County to join in litigation with County of Santa Cruz vs. Bureau of Cannabis Control. (5/0 vote)

22. **CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL:**

Conference with Legal Counsel - Anticipated Litigation
Initiation of litigation pursuant to subdivision (d)(4) of Government Code Section 54956.9
Number of Cases: 2
SBC FILE NUMBER: 235.6

No reportable action.

23. **CLOSED SESSION-CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to subdivision (d)(2), (e)(2) of Government Code Section 54956.9
Number of cases: 5
Facts and Circumstances Justifying closed session:
Potential of litigation relating to letter dated March 5, 2019 relating to park fees at Sunnyside Estates; related to letter received on March 14, 2018 related to services provided in CSA 35; relating to letter received on January 22, 2019 requesting County to enforce zoning contract between the County and Ridgemark Corporation; relating to Santana Ranch Development Agreement affordable housing provisions; and relating to Enterprise Drainage Basin Reimbursement Agreement.
SBC FILE NUMBER: 235.6

No reportable action.

24. **CLOSED SESSION - PUBLIC EMPLOYEE EVALUATION**

Title: Agricultural Commissioner Sealer of Weights and Measures
Authority: California Government Code 54957
SBC FILE NUMBER: 235.6

No reportable action.

ADJOURNMENT

Adjourn to the next special meeting of May 14, 2019.

Chairman Medina adjourned the meeting at 2:45 p.m.

NOTE: A copy of this Agenda is published, along with supportive documents, on the County's Web site on the Friday preceding each Board meeting and may be viewed at www.cosb.us/government/meetings-agendas/. All proposed agenda items with supportive documents are also available for viewing at the San Benito County Administration Building, 481 Fourth Street, Hollister, CA between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday (except holidays). This is the same packet that the Board of Supervisors reviews and discusses at each Board meeting.

As required by Gov. Code Section 54957.5 any public record distributed to the Board of Supervisors less than 72 hours prior to this meeting in connection with any agenda item shall be made available for public inspection at the office of the Clerk of the Board, San Benito County Administration Building, 481 Fourth Street, Hollister, CA 95023. Public records distributed during the meeting will be available for public inspection at the meeting if prepared by the County. If the public record is prepared by some other person and distributed at the meeting it will be made available for public inspection following the meeting at the office of the Clerk of the Board.

In compliance with the Americans with Disabilities Act (ADA) the Board of Supervisors meeting facility is accessible to persons with disabilities. If you need special assistance to participate in this meeting, please contact the Clerk of the Board's office at (831) 636-4000 at least 48 hours before the meeting to enable the County to make reasonable arrangements to ensure accessibility.



**SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM**

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 4.

MEETING DATE: 6/11/2019

DEPARTMENT: COUNTY ADMINISTRATION OFFICE

DEPT HEAD/DIRECTOR: Ray Espinosa

AGENDA ITEM PREPARER: Dulce Alonso

SBC DEPT FILE NUMBER: 119

SUBJECT:

COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Adopt Resolution authorizing the County's participation in the Institute for Local Government's Beacon Program.

SBC FILE NUMBER: 119

RESOLUTION NO: 2019-46

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The Beacon Program is a statewide program that provides support and recognition to California cities and counties that are working to reduce greenhouse gas emissions, save energy, and adopt policies and programs that promote sustainability.

The Beacon Program provides a framework for local governments to share best practices that create healthier, more efficient vibrant communities. The program honors voluntary efforts by local governments to reduce greenhouse gas emissions, save energy and adopt policies that promote sustainability.

The Beacon Program is sponsored by the Institute for Local Government and the Statewide Energy Efficiency Collaborative. The Statewide Energy Efficiency Collaborative (SEEC) is a new alliance to help cities and counties reduce greenhouse gas emissions and save energy. SEEC is a collaboration between three statewide non-profit organizations and California's four Investor Owned Utilities.

In order to participate in the Beacon Program, The county must complete a simple application and do the following:

- Adopt a resolution by the governing body committing the agency to participate in the program;
- Designate a lead staff person as a point of contact;
- Prepare, or commit to prepare, a baseline greenhouse gas emissions inventory for agency facilities and the community as a whole (previously completed inventories using a commonly accepted methodology will be accepted);
- Prepare, or commit to prepare, a climate action plan that includes actions in each of the Best Practice Areas (previously completed plans using a commonly accepted methodology will be accepted);
- Work to achieve specified measurable greenhouse gas reductions and energy savings in agency facilities, and achieve measurable greenhouse gas reductions and promote energy conservation activities in the community.

The Institute for Local Government provides resources and technical support to assist participants in their journey through the Beacon Program. Through our partnerships within the SEEC collaborative, we are able to help participants obtain and record achievements in five areas of accomplishment.

- Reducing agency greenhouse gas emissions
- Reducing community greenhouse gas emissions
- Electricity savings in agencies facilities
- Natural gas savings in agency facilities
- Sustainability best practices
 - o Energy Efficiency & Conservation
 - o Water & Wastewater Systems
 - o Green Building
 - o Waste Reduction & Recycling
 - o Climate-Friendly Purchasing
 - o Renewable Energy & Low-Carbon Fuels
 - o Efficient Transportation
 - o Land Use & Community Design
 - o Open Space & Offsetting Carbon Emission
 - o Promoting Community & Individual Action

Within each area, a participant can earn Beacon Spotlight Awards-silver, gold and platinum- based on level of achievement. To win a full Beacon Award, participants are required to demonstrate achievement in all five areas.

Awards will be given out each Fall/Winter in conjunction with the League of California Cities and

the California State Association of Counties Conferences. Participants will be asked to provide information about their efforts to reduce greenhouse gas emissions and save energy and as well as progress in completing a greenhouse gas inventory, climate action plan and undertaking activities in the ten best practice areas in the Spring, with a final deadline for award designation in May.

Additional detailed information about the program can be found at www.ca-ilg.org/BeaconAward.

DISCUSSION:

The County of San Benito is eligible for a platinum Beacon Spotlight Award for reductions in agency energy use through energy efficiency projects. From 2010 to 2019, electricity usage was reduced by 20% through streetlight and interior lighting LED retrofits.

Participating in the Beacon Award program will increase the County’s visibility within our region as well as statewide. It is an opportunity for the County of San Benito to showcase its existing efforts to promote sustainability and reduce greenhouse gas emissions.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Adopt resolution supporting the County’s participation in the Institute for Local Government’s Beacon Program and authorize the Chair to sign it.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
2019 Beacon Resolution	6/5/2019	Resolution
Beacon Award Brochure	5/21/2019	Cover Memo
San Benito Energy List	5/21/2019	Cover Memo
San Benito County Greenhouse Baseline 2005	5/21/2019	Cover Memo
Draft Energy Action Measures	5/21/2019	Cover Memo

BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO

**A RESOLUTION OF THE SAN BENITO COUNTY)
BOARD OF SUPERVISORS SUPPORTING SAN)
BENITO COUNTY'S PARTICIPATION IN THE) RESOLUTION NO. 2019-____
INSTITUTE FOR LOCAL GOVERNMENT'S)
BEACON PROGRAM)**

WHEREAS, in 2005, A Greenhouse Gas Emission Inventory 2005 Baseline Report was produced by the Association of Monterey Bay Area Governments Energy Watch Program in collaboration with Pacific Gas and Electric Company, and ICLEI-Local Governments for Sustainability USA for the Unincorporated San Benito County; and

WHEREAS, from 2006 to 2018, the County has engaged in many Energy Efficient upgrades to lighting solutions through the county; and

WHEREAS, on April 2012, the Association of County of San Benito Bay Area Government, Energy Watch prepared a draft Energy Action Measure Community Wide Climate Action Plan; and

WHEREAS, on July 24, 2018, the San Benito County Board of Supervisors adopted Resolution No. 2018-47 authorizing the county to enter into an energy service contract; and

WHEREAS, the Board of Supervisors entered into an energy service contract with ENGIE Services U.S. Inc. for the implementation of certain energy related improvements to County facilities; and

WHEREAS, the County of San Benito promotes programs and activities to reduce greenhouse gas emissions, save energy and promote sustainability; and

WHEREAS, these programs, and activities conserve natural resources, save energy and money, and promote sustainable land use and transportation planning in the community; and

WHEREAS, the County of San Benito is leading by example by adopting innovative sustainability programs, including working with community residents, business groups and others; and

WHEREAS, the County of San Benito wishes to expand these activities, share its experiences with other communities, and be recognized for its accomplishments; and

WHEREAS, the Beacon Program is a voluntary program of the Institute for Local Government, the non-profit research and education affiliate of the League of California Cities and the California State Association of Counties;

WHEREAS, the Beacon Program recognizes and celebrates achievements of cities and counties that reduce greenhouse gas emissions and save energy; and

WHEREAS, participating in the Beacon Program is an opportunity for the County of San Benito to learn about best practices.

NOW, THEREFORE BE IT RESOLVED, that the San Benito County Board of Supervisors hereby agrees to participate in the Beacon Program; and

BE IT FURTHER RESOLVED, that the County of San Benito will work towards achieving Beacon Spotlight Awards levels in its journey to be a more sustainable County.

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO THIS 11TH DAY OF June, 2019 BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Mark Medina, Chairman

Date: _____

ATTEST:
Janet Slibsager, Clerk of the Board

By: _____

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

By: Shirley L. Murphy 6/5/19
Shirley L. Murphy
Deputy County Counsel

Benefits of Participation

Beacon participants receive valuable support and encouragement from the Institute for Local Government (ILG) staff and its nonprofit and utility partners. The team helps local governments apply sustainability best practices and collect and organize data to advance participants' achievements within the program.

Beacon participants receive:



An individualized marketing and recognition plan tailored to meet the agency's needs. Past activities have included special video presentations, targeted media outreach, case stories and features in *Western City Magazine*.



Technical assistance in collecting, reporting and tracking sustainability best practices, energy savings and greenhouse gas reductions.



Access to peer to peer networking and educational events including webinars, conference sessions and informal information exchanges.



Invitations to showcase sustainability leadership and agency achievements to a statewide audience.

The Beacon Program welcomes cities and counties in all stages of climate action planning and implementation. The data and stories collected through the program provide valuable information about what local governments are doing to meet aggressive state goals related to climate change. This narrative is important to developing policies that align with the unique opportunities of individual agencies throughout the state so that, together, we all can create a better California.

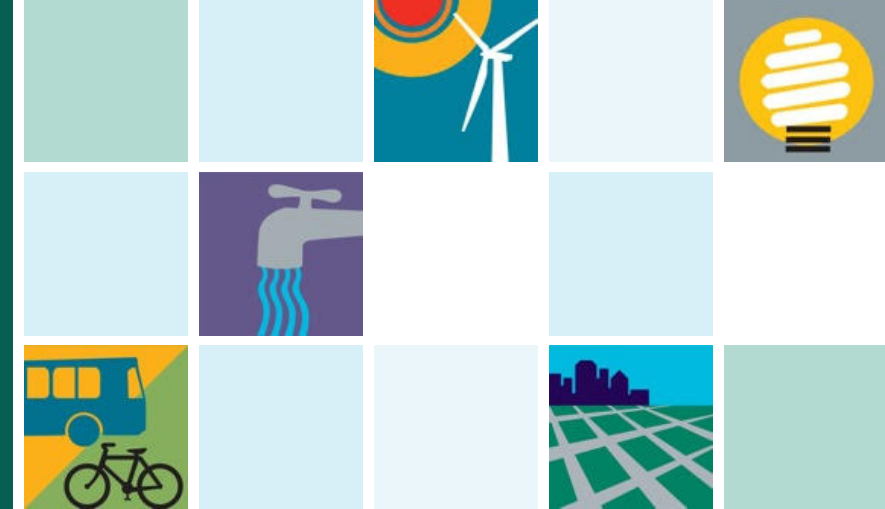


www.californiaseec.org



www.ca-ilg.org

The Beacon Program is developed by the Institute for Local Government and sponsored by the Statewide Energy Efficiency Collaborative (SEEC). SEEC is an alliance between The Institute for Local Government, The Local Government Commission and ICLEI Local Governments for Sustainability and California's four investor owned utilities. The program is funded by California utility customers and administered by Pacific Gas & Electric Company, San Diego Gas & Electric Company, Southern California Edison and Southern California Gas Company under the auspices of the California Public Utilities Commission.



Leading the Way to a Sustainable California



Join Beacon

The Beacon Program provides a framework for local governments to share best practices that create healthier, more efficient, vibrant communities. The program honors voluntary efforts by local governments to reduce greenhouse gas emissions, save energy and adopt policies and programs that promote sustainability.

▶ To learn more about the Beacon Program, visit www.ca-ilg.org/BeaconProgram.

Achieve Results

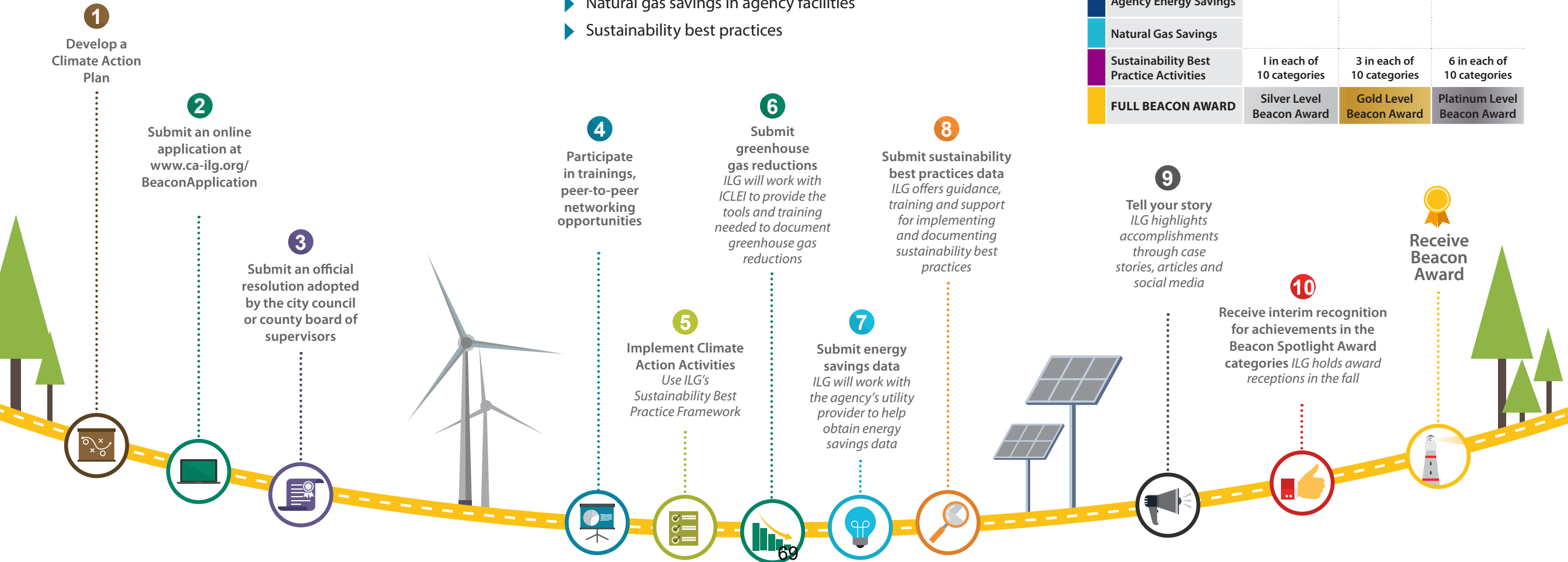
The Institute for Local Government provides resources and technical support to assist participants in their journey through the Beacon Program. Through our partnerships within the SEEC collaborative, we are able to help participants obtain and record achievements in five areas of accomplishment.

- ▶ Reducing agency greenhouse gas emissions
- ▶ Reducing community greenhouse gas emissions
- ▶ Electricity savings in agencies facilities
- ▶ Natural gas savings in agency facilities
- ▶ Sustainability best practices

Celebrate Success

Within each area, a participant can earn Beacon Spotlight Awards-silver, gold and platinum- based on level of achievement. To win a full Beacon Award, participants are required to demonstrate achievement in all five areas.

SPOTLIGHT AWARD Areas of Accomplishment	SILVER LEVEL	GOLD LEVEL	PLATINUM LEVEL
Agency GHG Reductions	5% Reduction	10% Reduction	20% Reduction
Community GHG Reductions			
Agency Energy Savings			
Natural Gas Savings			
Sustainability Best Practice Activities	1 in each of 10 categories	3 in each of 10 categories	6 in each of 10 categories
FULL BEACON AWARD	Silver Level Beacon Award	Gold Level Beacon Award	Platinum Level Beacon Award



**County of San Benito
Energy Efficiency Project History**

Project Description	Year	Estimated Energy Savings \$	Estimated kWh Savings	Estimated Rebate \$
San Benito Fairgrounds	2018	\$ 24,885	207,374	\$ 37,286
Decorative Street Lights	2012	\$ 1,140	9,499	\$ 475
Exterior Induction Lighting	2012	\$ 14,224	109,415	\$ 11,992
Induction LS2 Shoebox Street Lights	2012	\$ 1,156	8,889	\$ 445
Courthouse Chiller	2011	\$ 964	2,277	\$ 964
Server Migration & Removal of File Servers	2011	\$ 4,967	38,205	\$ 2,399
Server Virtualization	2010	\$ 2,819	21,681	\$ 2,199
Administration Building - T8 Lighting	2006-2008	\$ 665	5,545	\$ 942
Behavioral Health Department - T8 Lighting	2006-2008	\$ 1,617	13,474	\$ 2,105
Celio Vista - T8 Lighting	2006-2008	\$ 510	4,254	\$ 772
Child Support Services - T8 Lighting	2006-2008	\$ 5,178	43,153	\$ 9,066
City of Hollister County Jail - T8 Lighting	2006-2008	\$ 2,569	21,409	\$ 2,836
City of Hollister Juvenile Hall - T8 Lighting	2006-2008	\$ 501	4,174	\$ 636
City of Hollister Sheriff's Office - T8 Lighting	2006-2008	\$ 2,664	22,200	\$ 868
Council of Governments - T8 Lighting	2006-2008	\$ 1,256	10,467	\$ 1,543
Courthouse - T8 Lighting	2006-2008	\$ 3,185	26,538	\$ 859
Farm Workers Family Housing - T8 Lighting	2006-2008	\$ 47,427	395,226	\$ 9,180
Health & Human Services - T8 Lighting	2006-2008	\$ 5,612	46,763	\$ 6,990
Health & Human Services-2 - T8 Lighting	2006-2008	\$ 492	4,100	\$ 795
Health Department - T8 Lighting	2006-2008	\$ 1,107	9,228	\$ 173
Historical Society - T8 Lighting	2006-2008	\$ 2,259	18,822	\$ 1,430
IT Building - T8 Lighting	2006-2008	\$ 168	1,396	\$ 82
Library - T8 Lighting	2006-2008	\$ 664	5,532	\$ 619
Office of Education - T8 Lighting	2006-2008	\$ 367	3,059	\$ 50
One Stop Career Center - T8 Lighting	2006-2008	\$ 3,859	32,160	\$ 4,569
Pistol Range - T8 Lighting	2006-2008	\$ 1,231	10,254	\$ 760
Probation & DA's office - T8 Lighting	2006-2008	\$ 405	3,373	\$ 720
Public Works - T8 Lighting	2006-2008	\$ 3,985	33,210	\$ 845
Ranch Larios - T8 Lighting	2006-2008	\$ 396	3,297	\$ 462
Stonegate Water Treatment - T8 Lighting	2006-2008	\$ 132	1,099	\$ 154
Vets Park & Bertha Briggs - T8 Lighting	2006-2008	\$ 3,650	30,418	\$ 1,351
Work Force Development - T8 Lighting	2006-2008	\$ 169	1,405	\$ 300
Total=		\$ 140,221	1,147,895	\$ 103,864

San Benito County (DRAFT)

Greenhouse Gas Emissions Inventory

2005 Baseline Report (Unincorporated Areas)



Narrative Report

Produced by the Association of Monterey Bay Area Governments
Energy Watch Program

In Collaboration with Pacific Gas and Electric Company and
ICLEI-Local Governments for Sustainability USA

Table of Contents

Table of Contents	i
Tables and Figures	iii
List of Tables	iii
List of Figures	iv
1. Introduction	1
1.1. AMBAG Energy Watch and Climate Action Planning	2
1.2. Climate Change Background	3
1.3. California Legislation	4
AMBAG and SB 375	4
1.4. Climate Change Mitigation Activities in California	4
2. Methodology	6
2.1. Greenhouse Gas Emissions Inventory Protocols	6
2.1.1. Community Emissions Protocol	6
2.1.2. Local Government Operations Protocol	6
2.2. Quantifying Greenhouse Gases Emissions	7
2.2.1. Establishing a Base Year	7
2.2.2. Establishing Boundaries	7
2.2.3. Emission Types.....	7
2.2.4. Quantification Methods	8
2.2.5. CACP 2009 Software.....	9
2.3. Evaluating Emissions	9
2.3.1. Emissions by Scope.....	9
2.3.2. Emissions by Sector	11
3. Community Emissions Inventory Results	12
3.1. Emissions by Scope	12
3.2. Emissions by Sector	15
3.2.1. Residential	16
3.2.2. Commercial / Industrial	17
3.2.3. Transportation.....	18
3.2.4. Waste.....	20
3.3. Per Capita Emissions	20
3.4. Community Emissions Forecast	21
3.4.1. Residential	22
3.4.2. Commercial / Industrial	22
3.4.3. Transportation.....	22
3.4.4. Solid Waste.....	23
4. Government Operations Emissions Inventory Results	24

4.1 Summary by Sector	25
4.2 Summary by Source	26
4.3 Summary of Energy-Related Costs	27
4.4 Detailed Sector Analyses	28
4.4.1 Buildings and Other Facilities.....	28
4.4.2 Streetlights, Traffic Signals, and Other Public Lighting	30
4.4.3 Water Transport.....	31
4.4.4 Vehicle Fleet and Mobile Equipment.....	31
4.4.5 Government Generated Solid Waste	32
5. Conclusion.....	34
6. Appendices.....	35
6.1. Appendix A - Detailed Community Greenhouse Gas Emissions in 2005.....	35
6.2. Appendix B - Residential Sector Notes.....	36
6.3. Appendix C - Commercial / Industrial Sector Notes	37
6.4. Appendix D - Transportation Sector Notes.....	38
D.1 VMT Data Collection	38
D.2 Emissions Calculations	38
6.5. Appendix E - Waste Sector Notes.....	39
6.6. Appendix F - Forecast Tables	40
6.7. Appendix G – Community Inventory Methodology	42
G.1 Overview of Inventory Contents and Approach.....	42
G.2 Emissions Forecast.....	43
G.3 The Built Environment: Residential, Commercial, and Industrial Sectors.....	43
G.4 Transportation.....	44
G.5 Solid Waste.....	44
G.6 Wastewater	44
6.8. Appendix H – Local Government Operations Protocol	45
H.1 Local Government Operations Protocol	45
H.2 Baseline Years	49
6.9. Appendix I – Local Government Operations Standard Report.....	50
6.10. Appendix J – Government-Generated Solid Waste Methodology	56
J.1 Estimating Waste Tonnages from San Benito County’s Operations	56
J.2 Emissions Calculation Methods	56
6.11. Appendix K – Conducting a Monitoring Inventory.....	58
K.1 ICLEI Tools for Local Governments.....	58
K.2 Relationship to Other Monterey Bay Area Local Government Inventories.....	59
K.3 Improving Emissions Estimates.....	59
K.4 Conducting the Inventory.....	59
6.12. Appendix L – Local Government Operations Inventory Credits and Acknowledgements	62
2009 AMBAG Board of Directors	62
Other Credits and Acknowledgments.....	65
6.13. Appendix M – Community-Wide Inventory Credits and Acknowledgements	66
2010 AMBAG Board of Directors	66
2010 AMBAG Participating Jurisdictions.....	67
2010 Jurisdictional Staff.....	68
Other Credits and Acknowledgments.....	69

Tables and Figures

List of Tables

#	Section	Title
1	2.2.3	Greenhouse Gases
2	2.2.4	Basic Emissions Calculations
3	2.3.2	Community and Municipal Sectors
4	3.1	Scopes and Sectors Included in San Benito County Community Inventory
5	3.1	Community GHG Emissions per Sector per Scope (metric tons of CO ₂ e)
6	3.1	Community Scope 1 GHG Emissions (metric tons CO ₂ e)
7	3.1	Community Scope 2 GHG Emissions (metric tons CO ₂ e)
8	3.2	Community GHG Emissions by Sector (metric tons CO ₂ e)
9	3.2.1	San Benito County 2005 Greenhouse Gas Emissions per Household
10	3.2.1	Residential Emissions by Source
11	3.2.2	Commercial / Industrial Emissions by Source
12	3.2.3	Transportation Emissions by Road Type
13	3.3	San Benito County 2005 Greenhouse Gas Emissions per Capita
14	3.4.4	Community Emissions Growth Projections by Sector
15	4.1	San Benito County Emissions by Inventory Boundary
16	4.1	Government Operations Emissions by Sector
17	4.2	Government Operations Emissions by Source
18	4.3	San Benito County Energy Costs by Sector
19	4.4.1	Energy Use and Emissions from Government Facilities
20	4.4.2	Energy Use and Emissions from Public Lighting
21	4.4.3	Energy Use and Emissions from Water Transport Equipment
22	4.4.4	Vehicle Fleet and Mobile Equipment Emissions
23	4.4.5	Emissions from Government-Generated Solid Waste

List of Figures

#	Section	Figure Title
1	3.1	Community GHG Emissions by Scope
2	3.1	Community Scope 1 GHG Emissions
3	3.1	Community Scope 2 GHG Emissions
4	3.2	Community GHG Emissions by Sector
5	3.2.1	Residential Emissions by Source
6	3.2.2	Commercial / Industrial Emissions by Source
7	3.2.3	Transportation Emissions by Road Type
8	3.4.1	Community Emissions Forecast for 2020
9	4.0	2005 Emissions by Inventory Boundary
10	4.1	2005 San Benito County Government Operations Emissions by Sector
11	4.2	2005 San Benito County Government Operations Emissions by Source
12	4.4.1	Emissions from Government Facilities
13	4.4.1	Emissions from Government Facilities by Source

1. Introduction

The tri-county region served by the Association of Monterey Bay Area Governments (AMBAG) is made up of 21 unique local jurisdictions within Monterey, San Benito, and Santa Cruz counties. Each jurisdiction has its own unique set of resources and challenges, reflective of demographics, major industries, and geographic location. In 2009 and the years leading up to it, many jurisdictions had expressed a desire to address the issue of climate change and greenhouse gases in the region; however, due to budgetary and staffing constraints, most local governments lacked the ability and expertise to act on their own.

In order to address this need, AMBAG Energy Watch designed a three phase program (see below for explanation) to assist jurisdictions with what has become known as “climate action planning.” A climate action plan (CAP) is a local strategy implemented by a jurisdiction to reduce GHG emissions from their community and government operations through a variety of measures which will be discussed later in this document. Before a jurisdiction can draft a CAP, however, it must first quantify its GHG emissions in a logical, organized fashion that identifies sources and relative magnitudes of emissions to inform the climate action planning process. The product of this quantification exercise is called a greenhouse gas inventory. The following GHG inventory is a detailed report of emissions from the San Benito County occurring in the year 2005. This year has been widely accepted as the baseline year, by which all future GHG emission reductions (or increases) should be measured against.

In developing a program to address AMBAG jurisdictions’ climate action planning processes, AMBAG Energy Watch had the following goals:

- Work together as a region to establish a baseline local government operations greenhouse gas inventory for 100% of the jurisdictions within the AMBAG region by December, 2009 (Three of these jurisdictions already had reporting systems in place prior to the development of this program)
- Establish a baseline community-wide greenhouse gas inventory for 100% of AMBAG jurisdictions by December, 2010. Two jurisdictions had reporting systems in place prior to the development of this program
- Build capacity within jurisdictions by training staff to gather and condition source data, calculate emissions, and complete the official reporting template for the California Air Resources Board (CARB)
- Build capacity within jurisdictions so that local government staff can complete future updates of their GHG inventories
- Provide green job training at a very high skill level to graduate students so that they will be better able to serve the region and the state as professionals upon graduation

- Complete the work at no charge to any of the participating jurisdictions
- Take advantage of economies of scale for cost-effectiveness by working with all jurisdictions simultaneously

This report quantifies GHG emissions from the community of San Benito County. The overall results can be seen in detail in Chapter 3. Chapter 4 provides an in-depth look at GHG emissions from the San Benito County’s government operations. While the community-scale inventory quantifies *total* emissions (including those from government operations), the local government operations inventory “zooms in” on those emissions occurring as a result of the County’s government operations alone. Thus, the two emissions figures contained in chapters 3 and 4 cannot be summed to reach the “total” GHG emissions.

1.1. AMBAG Energy Watch and Climate Action Planning

The AMBAG Energy Watch program is a local government partnership between AMBAG and the Pacific Gas and Electric Company (PG&E).¹ The goal of Energy Watch is to promote energy efficiency and climate action planning throughout the tri-county region. The program has served the many diverse communities in the AMBAG territory through various programs including:

- Direct installation of energy efficiency measures in municipal buildings, non-profit organizations, school districts, and the hospitality industry
- Municipal Customized Retrofit Program
- American Recovery and Reinvestment Act (ARRA) Energy Efficiency and Conservation Block Grant (EECBG) Technical Assistance to jurisdictions
- Free home energy surveys to residents
- Direct installation programs for just-above low income households through Middle Income Direct Install (MIDI) program
- CO₂ emissions calculations for residents
- Baseline GHG emissions inventories and trainings for jurisdictions
- Free installation of computer power management software in jurisdictions and school districts
- Sponsorship of energy efficiency and climate action planning education and training programs
- Maintains Central Coast Green Building Directory

AMBAG Energy Watch developed and is currently implementing a three phase program to address the need for climate action planning assistance for jurisdictions in the AMBAG region. Phase 1 was completed in the Fall of 2009, and this document represents the culmination of Phases 1 and 2. The full program is as follows:

¹ This program is funded by California utility customers and administered by PG&E under the auspices of the California Public Utilities Commission.

Phase 1: Local Government Operations GHG Inventory (July-December, 2009)

In Phase 1, AMBAG Energy Watch paired local jurisdictional staff with graduate level interns from CSUMB and the Monterey Institute of International Studies in order to complete each jurisdiction's local government operations inventory according to the California Air Resource Board's (CARB) Local Government Operations Protocol. ICLEI provided a series of classes to train interns and local government staff on the GHG inventory procedure. AMBAG staff managed the intern team and ensured accuracy throughout the process.

Phase 2: Community-Wide GHG Inventory (July-December, 2010)

In Phase 2, AMBAG Energy Watch worked with PG&E's Green Communities program to host a single, full day training session in Monterey with ICLEI staff leading the instruction. Local government planning staff came together for the training. In the absence of a CARB approved community-wide GHG protocol, AMBAG Energy Watch chose to use ICLEI's IEAP methodology. ICLEI has been a primary advisor to CARB in the development of GHG protocols. This document combines the findings of both Phase 1 and Phase 2 into a single report.

Phase 3: Climate Action Plan Development (August 2011- June 2012, projected)

The third phase of AMBAG Energy Watch's climate action planning program will again bring together local jurisdictional staff and graduate level interns, as well as training modules provided by ICLEI. The goal of this phase is to develop a CAP draft for each of the participating AMBAG jurisdictions. By going through the climate action planning process together, jurisdictions can ensure comparability and consistency among individual CAP's, allowing jurisdictions to develop emissions reductions strategies both individually and as a region.

1.2. Climate Change Background

Naturally occurring gases dispersed in the atmosphere determine the Earth's climate by trapping solar radiation. This phenomenon is known as the greenhouse effect. Overwhelming evidence suggests that human activities are increasing the concentration of greenhouse gases, most notably the burning of fossil fuels for transportation and electricity generation which introduces large amounts of carbon dioxide and other gases into the atmosphere. Collectively, these gases intensify the natural greenhouse effect, causing global average surface temperature to rise, which is in turn expected to affect global climate patterns and cause climate change.

The impacts of climate change are likely to be far reaching and felt in very different ways throughout the globe. Potential impacts facing the AMBAG region include sea level rise, shifts in precipitation patterns, and further constraints on resources such as water and viable farm land. Globally, scientists also expect changing temperatures to result in more frequent and damaging storms accompanied by flooding and landslides, summer water shortages as a result of reduced snow pack, and disruption of ecosystems, habitats and agricultural activities.

1.3. California Legislation

In 2006, California passed the Global Warming Solutions Act (AB 32) which charged the California Air Resources Board (CARB) with implementing a comprehensive statewide program to reduce greenhouse gas emissions. AB 32 established the following greenhouse gas emissions reduction targets for the state of California:

- 2000 levels by 2010
- 1990 levels by 2020
- 80% below 1990 levels by 2050

Additionally, the passage of SB 375 in 2008 enhances California's ability to reach its AB 32 goals by promoting good planning with the goal of more sustainable communities. According to the Office of the Governor, “SB 375 provides emissions-reducing goals for which regions can plan, integrates disjointed planning activities, and provides incentives for local governments and developers to follow new conscientiously-planned growth patterns.”² SB 375 requires CARB to develop regional greenhouse gas emission reduction targets for passenger vehicles. CARB established targets for 2020 and 2035 for each region covered by one of the State's 18 metropolitan planning organizations (MPOs).

AMBAG and SB 375

In August, 2010, CARB determined that the GHG target for the AMBAG region would be a 13% increase in *per capita* GHG emissions from light trucks passenger vehicles by 2020 and a 14% increase by 2035. This number was based purely on AMBAG's business as usual (BAU) scenario for emissions growth. By issuing no emissions reduction target to the AMBAG region, CARB's decision allows a 13% and 14% *increase* in per capita light passenger vehicle emissions within the AMBAG region from 2005 to 2020 and 2035, respectively. In response, the AMBAG board of directors held a special meeting on August 23, 2010 to discuss setting a more stringent GHG reduction target in order to demonstrate further leadership in climate change mitigation. The board agreed upon a 0% increase in per capita emissions from light trucks and autos by 2020 and a 5% reduction below BAU emissions levels by 2035. Thus, instead of allowing GHG emissions from transportation in the AMBAG region to *increase*, the board voted to keep emissions levels *flat* from 2005 to 2020 and to reduce per capita emissions by 5% from 2005 levels by 2035.

1.4. Climate Change Mitigation Activities in California

In 2005, the State of California responded to growing concerns over the effects of climate change by adopting a comprehensive approach to addressing emissions in the public and private sectors. This approach was officially initiated with the passage of the Global Warming Solutions Act of 2006 (AB 32), which required the state to reduce its greenhouse gas emissions to 1990 levels by 2020. It also required the California Air Resources Board (CARB) to regularly inventory emissions at the state level and to create a plan for reducing these emissions. The bill authorized

² Office of the Governor. “Senate Bill 375: Redesigning Communities to Reduce Greenhouse Gases.” Fact Sheet. <http://gov.ca.gov/fact-sheet/10707/>

CARB to adopt and enforce regulations targeted at greenhouse gas emissions reductions in the public and private sectors.

The resulting AB 32 Scoping Plan was adopted by CARB in December 2008. It established the following measures that the State will take to meet the greenhouse gas emissions reduction targets:

- Develop a California cap-and-trade program
- Expand energy efficiency programs
- Establish and seek to achieve reduction targets for transportation-related GHG emissions
- Support implementation of a high-speed rail system
- Expand the use of green building practices
- Increase waste diversion, composting, and commercial recycling toward zero-waste
- Continue water efficiency programs and use cleaner energy sources to move and treat water
- Implement the Million Solar Roofs Programs
- Achieve a statewide renewable energy mix of 33 percent
- Develop and adopt the low-carbon fuel standard
- Implement vehicle efficiency measures for light-, medium-, and heavy-duty vehicles
- Adopt measures to reduce high global warming potential gases
- Reduce methane emissions at landfills
- Preserve forest sequestration and encourage the use of forest biomass for sustainable energy generation
- Capture of methane through use of manure digester systems at dairies

Other measures taken by the state have included mandating stronger vehicle emissions standards (AB 1493, 2002), establishing a low-carbon fuel standard (EO # S-01-07, 2007), mandating a climate adaptation plan for the state (S-EO # 13-08, 2008), establishing a Green Collar Job Council, and establishing a renewable energy portfolio standard for power generation or purchase in the state. In addition to the above-mentioned measures, the state has also made a number of changes that will potentially have large effects on local governments:

- SB 97 (2007) required the Office of Planning and Research to create greenhouse gas planning guidelines for the California Environmental Quality Act (CEQA). In addition, CARB is tasked with creating energy-use and transportation thresholds in CEQA reviews, which may require local governments to account for greenhouse gas emissions when reviewing project applications.
- AB 811 (2007) authorized all local governments in California to establish special districts that can be used to finance solar or other renewable energy improvements to homes and businesses in their jurisdiction.
- SB 732 (2008) established a Strategic Growth Council charged with coordinating policies across state agencies to support a unified vision for land use development in the state. This vision will serve as a reference point for local land use policies.

2. Methodology

2.1. Greenhouse Gas Emissions Inventory Protocols

The first step towards achieving tangible greenhouse gas emissions reductions requires identifying baseline levels and sources of emissions. As local governments continue to develop and implement greenhouse gas mitigation efforts, the need for a standardized approach to quantify these emissions is essential. Given this, San Benito County staff used the International Local Government GHG Emissions Analysis Protocol (IEAP) to inventory the County's community emissions and the Local Government Operations Protocol (LGOP) to inventory GHG emissions from the County's operations and buildings (which is evaluated as a subsector of the community inventory).

2.1.1. Community Emissions Protocol

The IEAP, developed by ICLEI, provides an easily implementable set of guidelines to assist local governments in quantifying greenhouse gas emissions from both their internal operations and from the whole community within their geopolitical boundaries. Staff used this protocol to inventory San Benito County's community emissions. ICLEI began development of the IEAP with the inception of its Cities for Climate Protection Campaign in 1993, and recently formalized an official version to establish a common GHG emissions inventory protocol for all local governments worldwide.³

2.1.2. Local Government Operations Protocol

In 2008, ICLEI, the California Air Resources Board (CARB), and the California Climate Action Registry (CCAR) released the LGOP to serve as a national appendix to the IEAP.⁴ The LGOP serves as the national standard for quantifying and reporting greenhouse emissions from local government operations. The purpose of the LGOP is to provide the principles, approach, methodology, and procedures needed to develop a local government operations greenhouse gas emissions inventory. County staff used this protocol to conduct the local government emissions inventory specifically. While the State of California does not currently require local governments to inventory and report their emissions, an emissions inventory is a critical first step for the County to develop internal emissions reduction strategies and track future progress.

³ ICLEI is currently working with the California Air Resources Board (CARB) and the California Climate Action Registry (CCAR) to leverage the IEAP to establish a community GHG protocol specific to California local governments.

⁴ CARB adopted the LGOP in 2008.

2.2. Quantifying Greenhouse Gases Emissions

2.2.1. Establishing a Base Year

A primary aspect of the emissions inventory process is the requirement to select a base year with which to compare current emissions. While the State's AB 32 emissions reduction goals establish a 1990 base year for the State, most local governments lack comprehensive data from that time period and would be unsuccessful in conducting an accurate inventory for that year. Due to this, the majority of municipalities currently in the emissions inventory process opt to use 2005 as the base year due to the availability of accurate and complete data. Similar to these jurisdictions, San Benito County's greenhouse gas emissions inventory utilizes 2005 as its base year.

2.2.2. Establishing Boundaries

Community: Geopolitical Boundary

Setting an organizational boundary for greenhouse gas emissions accounting and reporting is an important step in the inventory process. San Benito County's community inventory assesses emissions resulting from activities taking place within the County's geopolitical boundary. The IEAP defines geopolitical boundary as that "consisting of the physical area or region over which the local government has jurisdictional authority." Activities that occur within this boundary can be, for the most part, controlled or influenced by San Benito County's policies and educational programs. Although the County may have limited influence over the level of emissions from some activities, it is important that every effort be made to compile a complete analysis of all activities that result in greenhouse gas emissions.

Government: Organizational Boundaries

According to the LGOP, a government can use two approaches to define its organizational boundary for reporting greenhouse gas emissions: activities and operations that the jurisdiction controls operationally and activities and operations that the jurisdiction controls financially. Staff estimated San Benito County's municipal emissions based on activities and facilities that the County maintains operational control.

2.2.3. Emission Types

The IEAP and LGOP recommend assessing emissions from the six internationally recognized greenhouse gases regulated under the Kyoto Protocol as listed in Table 1. However, quantifying emissions beyond the three primary GHGs (CO₂, CH₄, and N₂O) can be difficult. Therefore, ICLEI has developed a means for local governments to produce a simplified inventory that includes the three primary GHGs yet is still in accordance with the IEAP and LGOP methodology. This inventory uses the ICLEI three GHG methodology.

Table 1: Greenhouse Gases

Greenhouse Gas	Chemical Formula	Global Warming Potential
Carbon Dioxide	CO ₂	1
Methane	CH ₄	21
Nitrous Oxide	N ₂ O	310
Hydrofluorocarbons	Various	43-11,700
Perfluorocarbons	Various	6,500-9,000
Sulfur Hexafluoride	SF ₆	23,900

2.2.4. Quantification Methods

Greenhouse gas emissions can be quantified in two ways and both methods were used to generate this inventory:

- Measurement-based methodologies refer to the direct measurement of greenhouse gas emissions (from a monitoring system) emitted from a flue of a power plant, wastewater treatment plant, landfill, or industrial facility.
- Calculation-based methodologies calculate emissions using activity data and emission factors. To calculate emissions accordingly, the basic equation below is used: *Activity Data* × *Emission Factor* = *Emissions*

Activity data refer to the relevant measurement of energy use or other greenhouse gas-generating processes such as fuel consumption by fuel type, metered annual electricity consumption, and annual vehicle miles traveled. Please see appendices for a detailed listing of the activity data used in composing this inventory.

Known emission factors are used to convert energy usage or other activity data into associated emissions quantities. They are usually expressed in terms of emissions per unit of activity data (e.g. lbs CO₂/kWh of electricity). Table 2 demonstrates an example of common emission calculations that use this formula. Please see appendices for details on the emissions factors used in this inventory.

Table 2: Basic Emissions Calculations

Activity Data	Emissions Factor	Emissions
Electricity Consumption (kWh)	CO ₂ emitted/kWh	CO ₂ emitted
Natural Gas Consumption (therms)	CO ₂ emitted/therm	CO ₂ emitted
Gasoline/Diesel Consumption (gallons)	CO ₂ emitted /gallon	CO ₂ emitted
Vehicle Miles Traveled	CH ₄ , N ₂ O emitted/mile	CH ₄ , N ₂ O emitted

2.2.5. CACP 2009 Software

To facilitate community efforts to reduce greenhouse gas emissions, ICLEI developed the Clean Air and Climate Protection 2009 (CACP 2009) software package in partnership with the National Association of Clean Air Agencies (NACAA) and the U.S. Environmental Protection Agency (EPA). CACP 2009 is designed for compatibility with the LGOP and determines emissions by combining activity data (energy consumption, waste generation, etc.) with verified emission factors.⁵

Greenhouse gas emissions are aggregated and reported in terms of equivalent carbon dioxide units, or CO₂e. This standard is based on the Global Warming Potential (GWP) of each gas, which is a measure of the amount of warming a greenhouse gas may cause, measured against the amount of warming caused by carbon dioxide. Converting all emissions to equivalent carbon dioxide units allows for the consideration of different greenhouse gases in comparable terms. For example, methane is twenty-one times more powerful than carbon dioxide on a per weight basis in its capacity to trap heat, so the CACP software converts one metric ton of methane emissions to 21 metric tons of carbon dioxide equivalents. See Table 1 for the GWPs of the commonly occurring greenhouse gases.

The CACP software has been and continues to be used by over 600 U.S. local governments to reduce their greenhouse gas emissions. However, it is worth noting that, although the software provides governments with a sophisticated and useful tool, calculating emissions from energy use with precision is difficult. The model depends upon numerous assumptions, and it is limited by the quantity and quality of available data. With this in mind, it is useful to think of any specific number generated by the model as an approximation of reality, rather than an exact value.

2.3. Evaluating Emissions

There are several important concepts involved in the analysis of emissions arising from many different sources and chemical/mechanical processes throughout the community. Those not touched on already are explored below.

2.3.1. Emissions by Scope

For both community and government operations, emissions sources are categorized according to where they fall relative to the geopolitical boundary of the community, or the operational boundaries of the government. Emissions sources are categorized as direct or indirect emissions--Scope 1, Scope 2, or Scope 3. One of the most important reasons for using the scopes framework for reporting greenhouse gas emissions at the local level is to prevent double counting for major categories such as electricity use and waste disposal.

⁵ The emission factors and quantification methods employed by the CACP software are consistent with national and international inventory standards established by the Intergovernmental Panel on Climate Change (1996 Revised IPCC Guidelines for the Preparation of National Inventories) the U.S. Voluntary Greenhouse Gas Reporting Guidelines (EIA form 1605), and the Local Government Operations Protocol (LGOP).

Community Scope Definitions

The Scopes framework identifies three emissions scopes for community emissions:

- **Scope 1:** All direct emissions from sources located within the geopolitical boundary of the local government.
- **Scope 2:** Indirect emissions associated with the consumption of purchased or acquired electricity, steam, heating, and cooling. Scope 2 emissions occur as a result of activities that take place within the geopolitical boundary of the local government, but that occur at sources located outside of the government's jurisdiction.
- **Scope 3:** All other indirect or embodied emissions not covered in Scope 2 that occur as a result of activity within the geopolitical boundary.

Scope 1 and Scope 2 sources are the most essential components of a community greenhouse gas analysis as these sources are typically the most significant in scale, and are most easily impacted by local policy making.

Local Government Scope Definitions

Similar to the community framework, the municipal scopes are divided into three main categories:

- **Scope 1:** Direct emissions from sources within a local government's organizational boundaries that the local government owns or controls.
- **Scope 2:** Indirect emissions associated with the consumption of purchased or acquired electricity, steam, heating, and cooling. Scope 2 emissions occur as a result of activities that take place within the organizational boundaries of the reporting entity, but that occur at sources owned or controlled by another entity.
- **Scope 3:** All other indirect emissions not covered in Scope 2, such as emissions from up-stream and downstream activities that occur as a result of activities within the operational boundaries of the local government, emissions resulting from the extraction of and production of purchased materials and fuels, contracted services, and waste disposal.

As with the community inventory, Scope 1 and Scope 2 sources are the most essential components of a local government greenhouse gas analysis because these sources are usually significant in scale and are directly under the control of local governments. Local governments typically have indirect control over Scope 3 emissions. For example, solid waste generated from municipal operations is included as Scope 3 because of the unique circumstances in which emissions are generated – emissions from waste are generated over time as the waste decomposes and not directly in the base year.

2.3.2. Emissions by Sector

In addition to categorizing emissions by scope, this inventory examines emissions by sector. Many local governments find a sector-based analysis more relevant to policy making and project management, as it assists in formulating sector-specific reduction measures and climate action plan components. This inventory evaluates community and municipal emissions by sectors listed in Table 3.

Table 3: Community and Municipal Sectors

Community	Municipal
Residential	Buildings
Commercial / Industrial	Streetlights
Transportation	Vehicle Fleet
Waste	Employee Commute
	Water / Sewage
	Waste

3. Community Emissions Inventory Results

3.1. Emissions by Scope

There are numerous items that can be included in a community scale emissions inventory, as demonstrated in Table 4 below. This inventory includes Scope 1, Scope 2, and Scope 3 sources from the following sectors:

- Residential
- Commercial / Industrial
- Transportation
- Solid Waste
- Wastewater

Table 4: Scopes and Sectors Included in San Benito County Community Inventory

Sector	Scope 1	Scope 2	Scope 3
Residential	Natural Gas	Electricity	
Commercial / Industrial	Natural Gas & Point Source Emissions	Electricity	
Transportation	Gasoline & Diesel		
Waste			Future Emissions from 2005 Waste

Including all scopes, the community of Unincorporated San Benito County emitted approximately 382,735 metric tons⁶ of CO₂e in the year 2005. As shown in Table 5 and illustrated in Figure 1 below, Scope 1 emissions are by far the largest (90.8 percent) with Scope 2 (8.4 percent) and Scope 3 (0.9% percent) constituting the remainder.

⁶ All emissions estimated using EMFAC 2007 and ICLEI's Clean Air and Climate Protection Software developed by Torrie Smith Associates Inc.

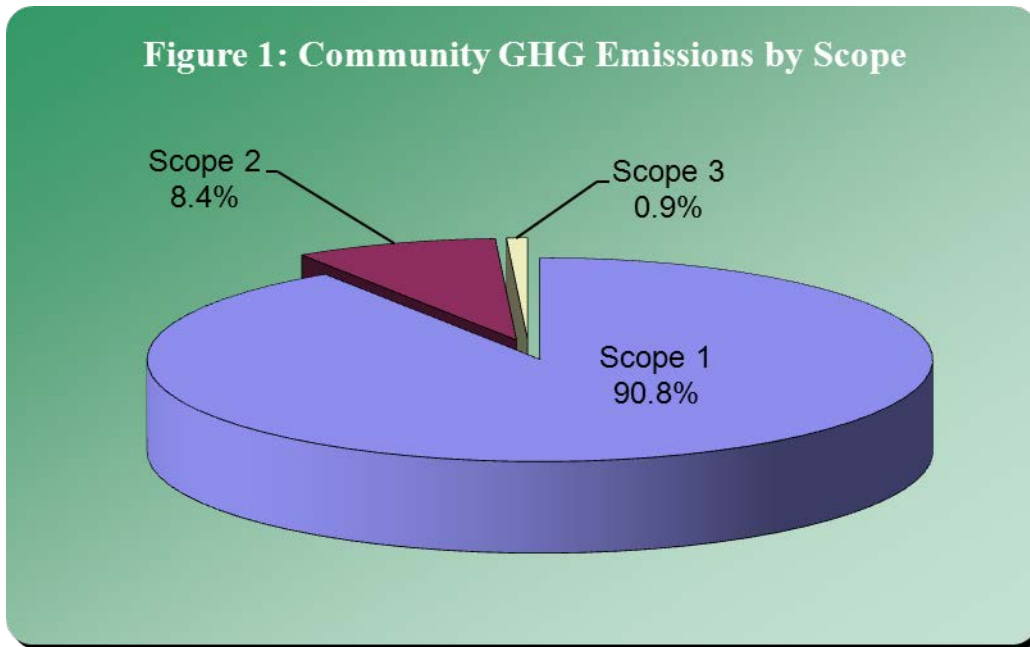


Table 5: Community GHG Emissions per Sector per Scope (metric tons CO₂e)

Sector	Scope 1	Scope 2	Scope 3	TOTAL
Residential	11,393.36	11,854.42		23,248
Commercial / Industrial	12,868.06	20,105.48		32,974
Transportation	322,970.50			322,971
Waste			3,299.20	3,299
TOTAL	347,231.93	31,959.90	3,299.20	382,491
Percentage of Total CO₂e	90.8%	8.4%	0.9%	100.0%

As shown in Table 6 and Figure 2 below, the largest percentage of Scope 1 emissions came from the Transportation Sector (93 percent). The Transportation Sector emissions are the result of diesel and gasoline use on local roads and on the State highways located within Unincorporated San Benito County areas. The remainder of Scope 1 emissions was caused by natural gas consumption in San Benito County homes (3.3) and commercial and industrial operations (3.7 percent).

Figure 2: Community Scope 1 GHG Emissions

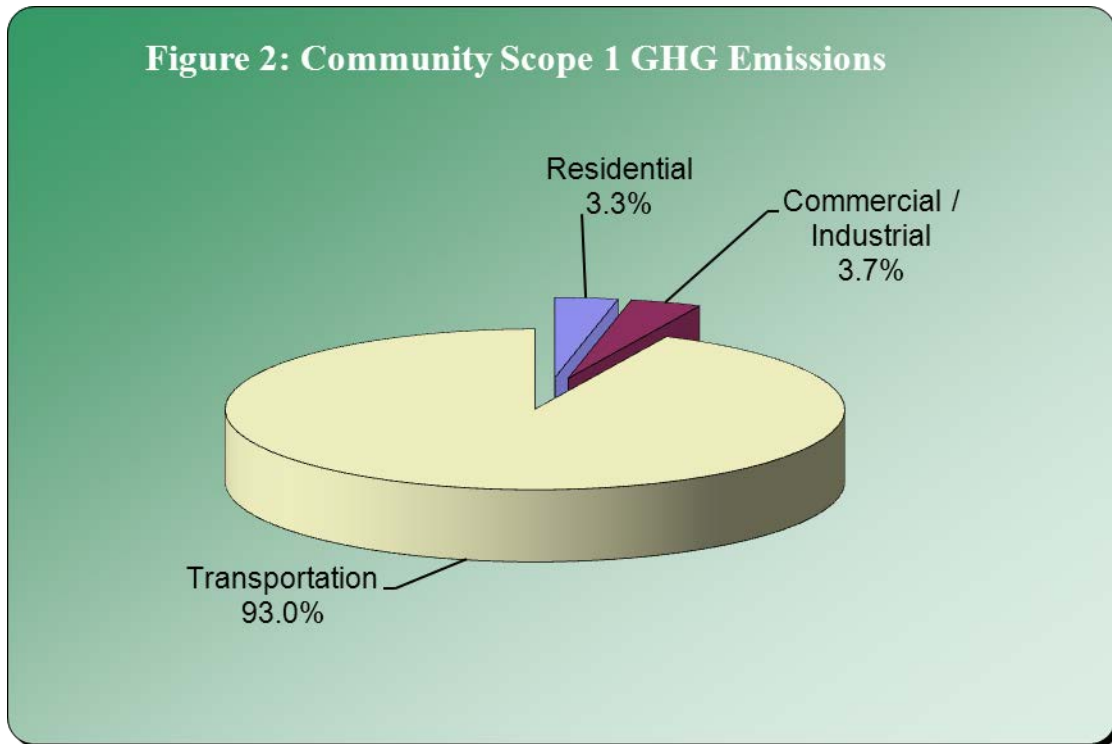


Table 6: Community Scope 1 GHG Emissions (metric tons CO₂e)

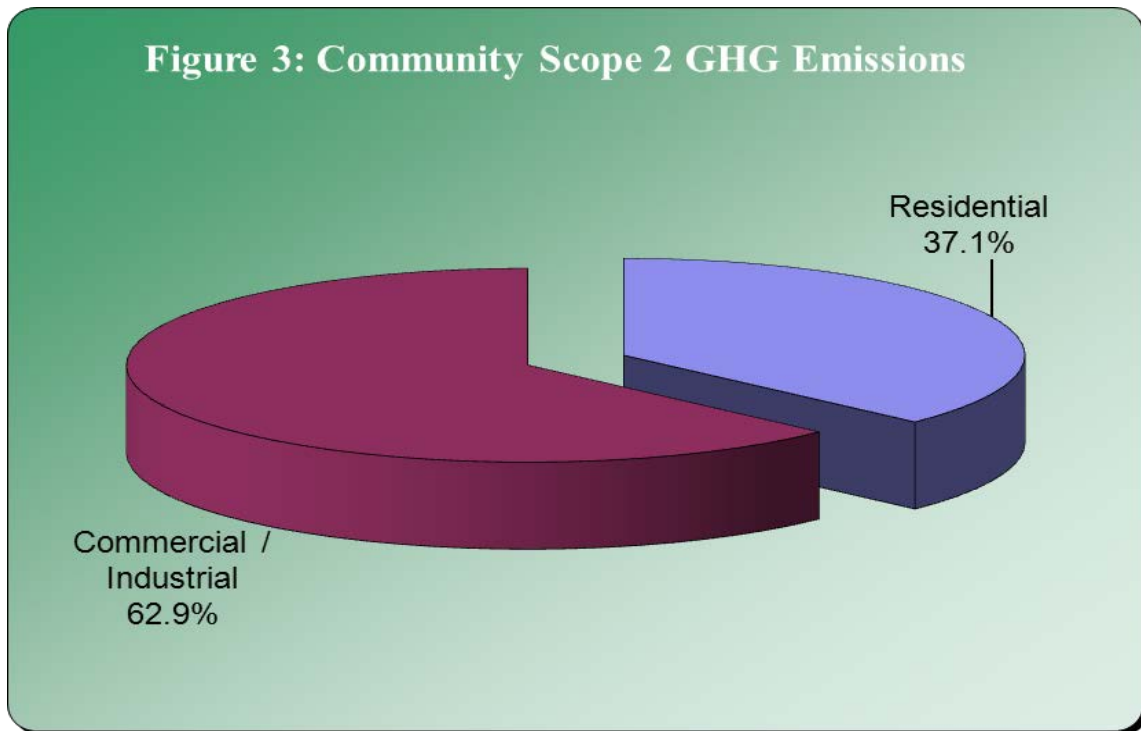
Scope 1 Emissions By Sector	Residential	Commercial / Industrial	Transportation	TOTAL
CO ₂ e (metric tons)	11,393	12,868	322,971	347,232
% of Total CO ₂ e	3.3%	3.7%	93.0%	100%

62.9 percent of 2005 Scope 2 emissions was generated by the Commercial / Industrial Sector (Table 7 and Figure 3 below). 37.1 percent of San Benito County’s Scope 2 emissions came from electricity consumption by the Residential sector. As noted above in the general description of Scope 2 parameters, the actual emissions from these activities were generated outside of San Benito County boundaries—in this case, at the source of electricity generation.

Table 7: Community Scope 2 GHG Emissions (metric tons CO₂e)

Scope 2 Emissions By Sector	Residential	Commercial / Industrial	TOTAL
CO ₂ e (metric tons)	11,854	20,105	31,960
% of Total CO ₂ e	37.1%	62.9%	100%

Figure 3: Community Scope 2 GHG Emissions



The remaining portion of emissions included in the San Benito County 2005 community inventory fall under the category of Scope 3. All emissions in this category are an estimate of future emissions over the lifecycle decomposition of waste and alternative daily cover (ADC) sent to landfills in the base year (2005).⁷

3.2. Emissions by Sector

As noted above, the community of San Benito County, across all scopes, emitted approximately 382,735 metric tons of CO₂e in the year 2005. In addition to viewing these data through the lens of the various scopes, we can also focus specifically on each sector, with scopes aggregated by sector. As visible in Figure 4 and Table 8 below, emissions from the Transportation Sector (vehicle-miles traveled) were the largest sources of community emissions (nearly 84.4 percent). Emissions from electricity and natural gas usage within the Commercial/ Industrial Sector were the next largest source of emissions (8.6 percent). Emissions from electricity and natural gas usage in the Residential Sector accounted for 6.1 percent of total community emissions. The remaining 0.9 percent of emissions came from the Solid Wasted Sector. See below for further detail on each sector.

⁷ Later in the report there is more detail on emissions from the waste sector.

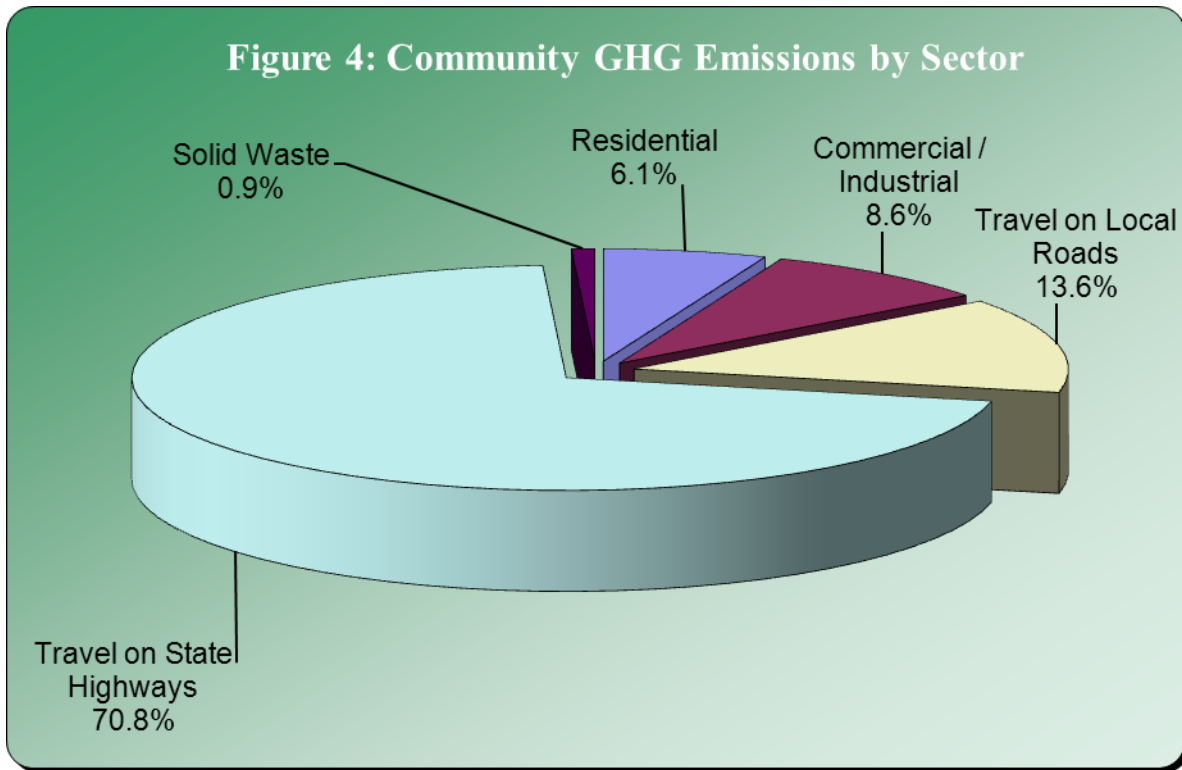


Table 8: Community GHG Emissions by Sector (metric tons CO₂e)

2005 Community Emissions by Sector	Residential	Commercial / Industrial	Travel on Local Roads	Travel on State Highways	Solid Waste	TOTAL
CO ₂ e (metric tons)	23,248	32,974	52,193	270,778	3,299	382,491
% of Total CO ₂ e	6%	9%	14%	71%	1%	100%

3.2.1. Residential

As shown in Table 8, San Benito County’s Residential Sector generated an estimated 23,248 metric tons of CO₂e in 2005. This estimate was calculated using 2005 electricity and natural gas consumption data provided by PG&E, and only includes consumption through residential buildings. Data on residential equipment usage, such as lawnmowers or on-site electricity generation, is not included in this inventory. GHG emissions associated with residential transportation and residential waste generation are included separately in the Transportation and Waste Sector emissions totals.

Table 9 provides information on residential emissions on a per household basis. San Benito County households generated 3.6 metric tons of GHG emissions each in 2005. Per household emissions can be a useful metric for measuring progress in reducing greenhouse gases and for comparing one’s emissions with neighboring cities and against regional and national averages.

Table 9: 2005 Greenhouse Gas Emissions per Household

Number of Occupied Housing Units	6,373
Total Residential GHG Emissions (metric tons CO ₂ e)	23,248
Residential GHG Emissions/Household (metric tons CO ₂ e)	3.6

Figure 5 and Table 10 illustrate the breakdown of residential GHG emissions by fuel type. Over 49 percent of residential GHG emissions were generated from the use of natural gas. Natural gas is typically used in residences as a fuel for home heating, water heating and cooking. Approximately 51 percent of residential GHG emissions were generated through electricity provided by PG&E.

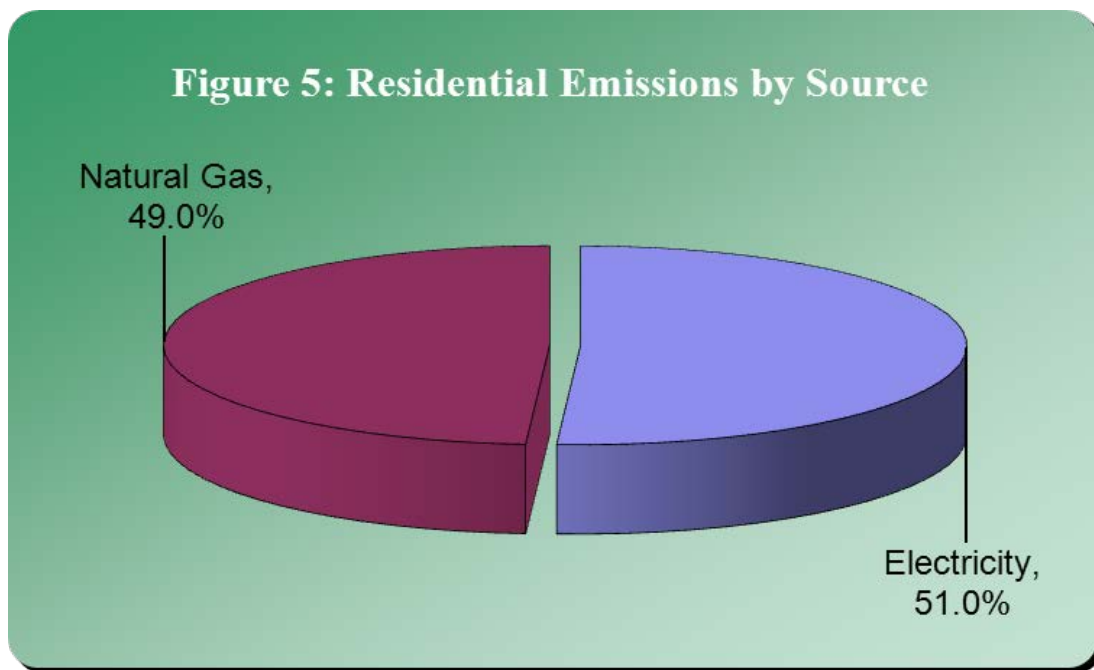


Table 10: Residential Emissions by Source

Residential Emission Sources 2005	Electricity	Natural Gas	TOTAL
MTCO ₂ e	11,854	11,393	23,248
% of Total CO ₂ e	51.0%	49.0%	100.0%

3.2.2. Commercial / Industrial

As mentioned previously, San Benito County’s businesses and industries generated 8.6 percent of community-wide GHG emissions in 2005, or 32,974 metric tons of CO₂e. PG&E was not able to provide a breakdown between

commercial and industrial electricity and natural gas consumption due to the California Public Utilities Commission (CPUC) 15/15 rule.⁸

These calculations take into account electricity and natural gas provided by PG&E, estimates for direct access (DA) natural gas and electricity provided directly to industries by other utilities.⁹ The DA figures included in this inventory were derived from ICLEP’s estimation methodology and draws on data and information from PG&E and the California Energy Commission (CEC).¹⁰

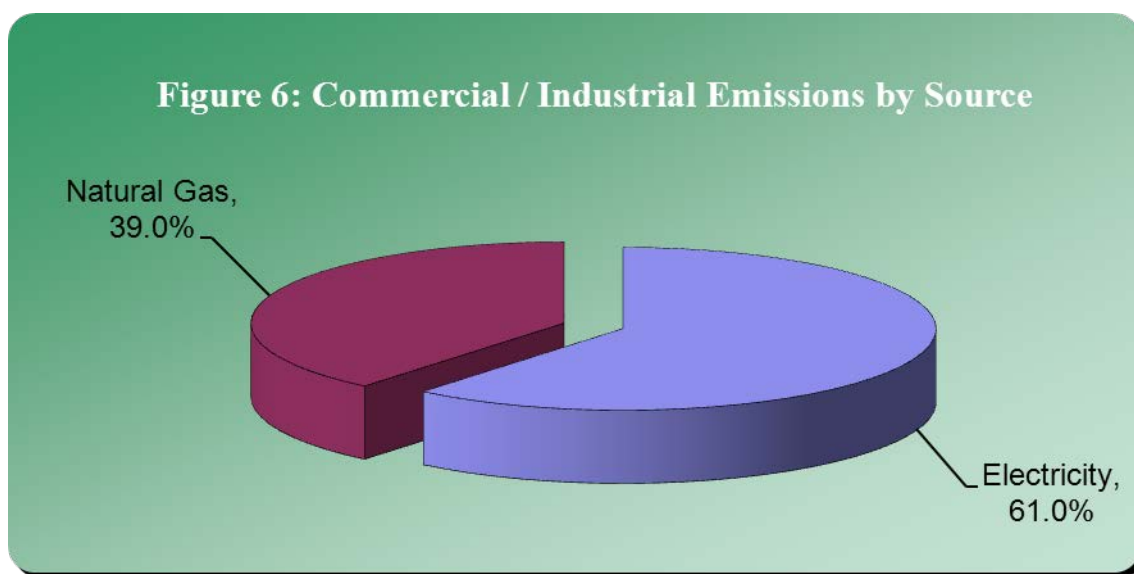


Table 11: Commercial / Industrial Emissions by Source

Commercial / Industrial Emission Sources 2005	Electricity	Natural Gas	TOTAL
CO ₂ e (metric tons)	20,105	12,868	32,974
Percentage of Total	61.0%	39.0%	100%

3.2.3. Transportation

As shown previously in Figure 4 and Table 8, San Benito County’s Transportation Sector accounted for 322,971 metric tons CO₂e, or 84.4 percent of the County’s 2005 GHG emissions. The Transportation Sector analysis includes

⁸ The 15/15 Rule was adopted by the CPUC in the Direct Access Proceeding (CPUC Decision 97-10-031) to protect customer confidentiality. If the number of customers in the complied data is below 15, or if a single customer’s load is more than 15 percent of the total data, categories must be combined before the information is released.

⁹ Direct Access electricity refers to electricity purchased directly by industries from power generation facilities, which is then delivered through the transmission lines of public or private utility.

¹⁰ The CEC provided an estimate on 2005 DA electricity consumption within San Benito County at large. The countywide DA consumption figures provided by the CEC were used to estimate the proportion of DA electricity consumed within the San Benito County. It is important to note that the direct access data included in the inventory may not be comprehensive given that it is primarily based on regional estimates.

emissions from all vehicle use on public roads within San Benito County’s boundaries (whether on local roads or State highways passing through San Benito County’s jurisdiction).

Figure 7 and Table 12, show that nearly 83.8 percent of San Benito County’s 2005 transportation-related greenhouse gas emissions were generated from vehicle miles traveled (VMT) on state highways located within County boundaries,¹¹ while 16.2 percent was generated from vehicles on local roads.¹²

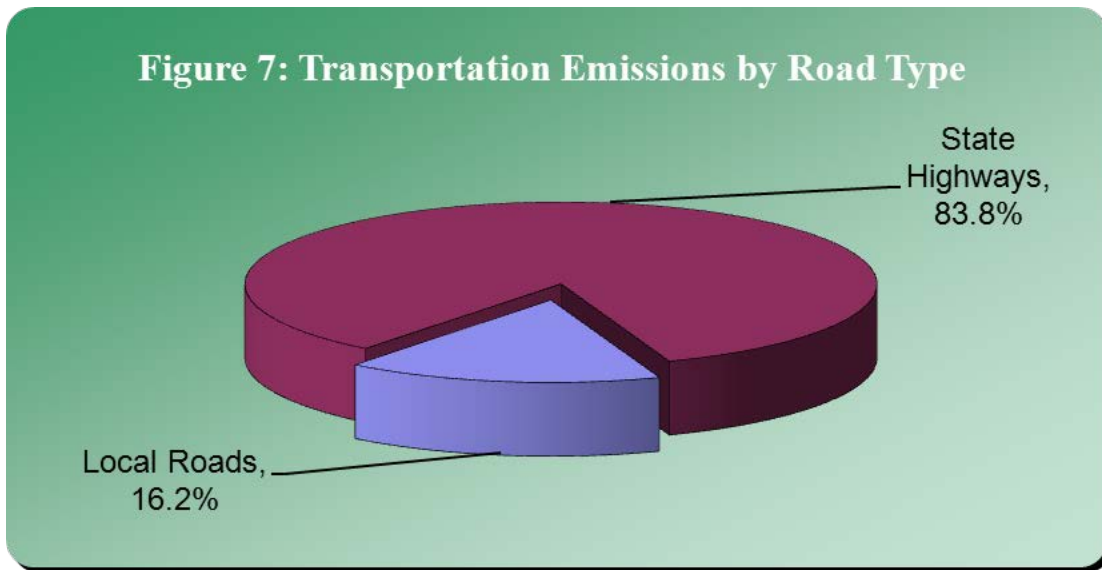


Table 12: Transportation Emissions by Road Type

Transportation Road Type Emissions Sources 2005	Local Roads	State Highways	TOTAL
CO2e (metric tons)	52,193	270,778	322,971
Percentage of Total CO2e	16.2%	83.8%	100%

Emissions from the air travel of San Benito County residents were not included in the Transportation Sector analysis. Please see Appendix D for more detail on methods and emissions factors used in calculating emissions from the Transportation Sector.

¹¹ AMBAG staff allocated VMT from state highways to individual jurisdictions by summing the VMT from each highway segment that runs through the County’s geographic boundary. A potentially more accurate methodology for allocating highway VMT to each city would be to perform an origin-destination study in order to filter out VMT attributable to vehicles passing through San Benito County while en route to other destinations (“pass-through” miles). To date, funding has not been provided for such studies.

¹² See Appendix D for further information on Transportation Sector methods, emissions factors, etc.

3.2.4. Waste

As noted above in Figure 4 and Table 8, the Waste Sector constituted nearly 1 percent of total 2005 emissions for the community of San Benito County, or 3,299 metric tons CO₂e. Emissions from the Waste Sector are an estimate of methane generation from the anaerobic decomposition of organic wastes (such as paper, food scraps, plant debris, wood, etc.) that are deposited in a landfill.

The waste generation emissions included in this report are the estimated future emissions of waste or ADC that was sent to any landfill by San Benito County residents or businesses in the base year 2005. These emissions are considered Scope 3 because they are not generated in the base year, but will result from the decomposition of the 2005 waste over the full 100+ year cycle of its decomposition.

Waste generation emissions figures are the product of a modeling exercise that estimates the future emissions that will result over the full decomposition of the organic waste and ADC sent to any landfill in the base year 2005. The model used to run this estimation is based on the U.S. EPA Waste Reduction Model (WARM). In order to estimate the relative quantities of various types of waste included in the general disposal figures obtained from California's Department of Resources Recycling and Recovery (CalRecycle), waste characterization figures were utilized from the 2004 California Waste Characterization Study.¹³

Transportation emissions generated from the collection, transfer and disposal of solid waste are included in Transportation Sector GHG emissions.

3.3. Per Capita Emissions

Per capita emissions can be a useful metric for measuring progress in reducing greenhouse gases and for comparing one community's emissions with neighboring cities and against regional and national averages. That said, due to differences in emission inventory methods, it can be difficult to get a directly comparable per capita emissions number, and one must be cognizant of this margin of error when comparing figures.

As detailed in Table 13, dividing total community GHG emissions by population yields a result of 21 metric tons of CO₂e per capita. It is important to understand that this number is not the same as the carbon footprint of the average individual living in San Benito County (which would include lifecycle emissions, emissions resulting from air travel, etc.).

Table 13: 2005 Greenhouse Gas Emissions per Capita

Estimated 2005 Population	18,600
Community GHG Emissions (metric tons CO₂e)	382,491
GHG Emissions / Resident (metric tons CO₂e)	21

¹³ <http://www.ciwmb.ca.gov/Publications/default.asp?pubid=1097>

3.4. Community Emissions Forecast

To illustrate the potential emissions growth based on projected trends in energy use, driving habits, job growth, and population growth from the baseline year going forward, AMBAG conducted an emissions forecast for the year 2020. Under a business-as-usual scenario, the San Benito County’s emissions will grow by approximately 31 percent by the year 2020, from 382,491 to 500,607 metric tons CO₂e. Figure 8 and Table 14 below show the results of the forecast. A variety of different reports and projections were used to create the emissions forecast, as profiled below.

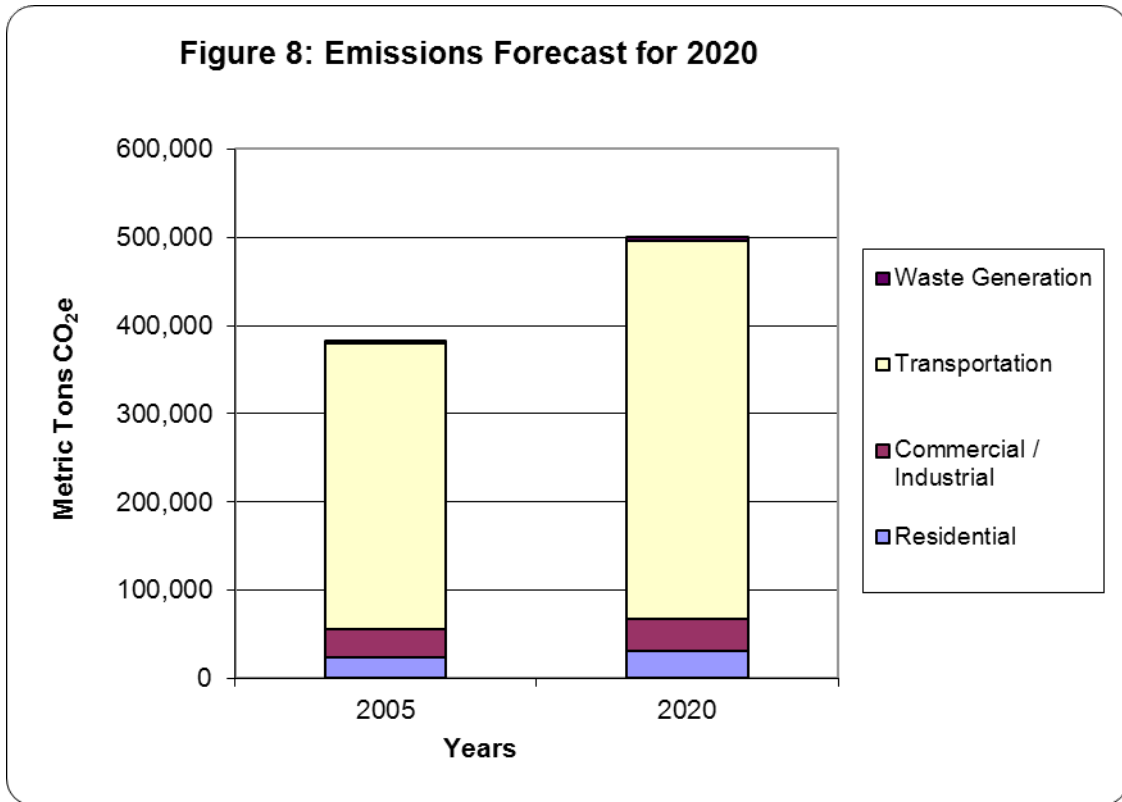


Table 14: Community Emissions Growth Projections by Sector

2005 Community Emissions Growth Forecast by Sector	2005	2020	Annual Growth Rate	Percent Change from 2005 to 2020
Residential	23,248	30,901	0.0192	33%
Commercial / Industrial	32,974	36,029	0.0059	9%
Transportation	322,971	429,293	0.0192	33%
Waste Generation	3,299	4,385	0.0191	33%
TOTAL	382,491	500,607	--	31%

3.4.1. Residential

For the Residential Sector, a housing projection for the San Benito County conducted by the AMBAG estimated that San Benito County's housing units in the unincorporated area totaled 6,373 in 2005, and will be 8,471 in 2020. Based on these housing projections, AMBAG staff estimated average annual compound growth in energy demand to be 1.92 percent annually.

3.4.2. Commercial / Industrial

Analysis contained within California Energy Demand 2008-2018: Staff Revised Forecast¹⁴, a report by the California Energy Commission (CEC), shows that commercial floor space and the number of jobs have closely tracked the growth in energy use in the Commercial Sector. Using job growth projections for the San Benito County from AMBAG, it was calculated that the average annual growth in energy use in the Commercial Sector between 2005 and 2020 will be 0.59 percent.¹⁵

3.4.3. Transportation

For the Transportation Sector, projected growth in vehicle miles traveled (VMT) was estimated using housing projections for San Benito County.¹⁶ Housing is an indicator of VMT growth, since housing is the primary factor in generating trips in transportation modeling. Furthermore, other forecasting methodologies, including the use of CARB's EMFAC model, would only be accurate on a County level. Applying a single county-wide growth figure to each individual jurisdiction within a county would yield inaccurate forecasts, since some communities will grow much faster than others. Thus it is estimated that Transportation Sector emissions will increase by 1.92 percent annually through 2020.

When quantifying emissions from the Transportation Sector in a community's GHG inventory, the question of which emissions should be included and which should not create the need for some nuance in such an inventory. When attributing any source of emissions to a particular jurisdiction, one must always consider whether or not that source can be affected by public policies enacted at the local jurisdiction's level. In the case of emissions from transportation, it is clear that a local agency can influence both the number of trips taken by its community members, as well as the length of those trips; however, it is not so clear that a local government can *directly* affect a change in the number of cars on the state highways running through its County boundaries. Reducing the number of vehicle-miles traveled (VMT) on state highways, such as Highway 1, will require coordination at a regional and state-wide level, since no single city or county jurisdiction can affect significant change in the use of these roads.

¹⁴ <http://www.energy.ca.gov/2007publications/CEC-200-2007-015/CEC-200-2007-015-SF2.PDF>

¹⁵ See Appendix F for more detail.

¹⁶ The recently passed federal Corporate Average Fuel Economy standards and the state of California's pending tailpipe emission standards could significantly reduce the demand for transportation fuel in San Benito County. An analysis of potential fuel savings from these measures at a scale that would be useful for the purpose of this report has not been conducted, nor would such an analysis produce a true business-as-usual estimation. Regardless of future changes in the emissions of vehicles on the road as a result of state or federal rulemaking, emissions from the Transportation Sector will continue to be largely determined by growth in vehicle-miles-traveled (VMT).

3.4.4. Solid Waste

As with the Residential Sector, population is the primary determinate for growth in emissions pertaining to solid waste and wastewater generation. Therefore, the average annual population growth rate for 2005 to 2020 (1.9 percent, as calculated from AMBAG population projections) was used to estimate future emissions from solid waste (scope 3) and wastewater (scope 1). Thus it is estimated that Waste Generation Sector emissions will increase by 1.91 percent annually through 2020.

4. Government Operations Emissions Inventory Results

This chapter provides a detailed description of San Benito County’s emissions from *government operations* in 2005, rolling up and comparing emissions across sectors and sources as appropriate. This chapter also provides details on the greenhouse gas emissions from each sector, including a breakdown of emissions types and, where possible, an analysis of emissions by department. This information identifies more specific sources of emissions (such as particular buildings) that can help staff and policymakers in San Benito County to best target emissions reduction activities in the future.

For a report of emissions by scope, and a detailed description of the methodology and emission factors used in calculating the emissions from San Benito County’s operations, please see Appendix I: LGOP Standard Report.

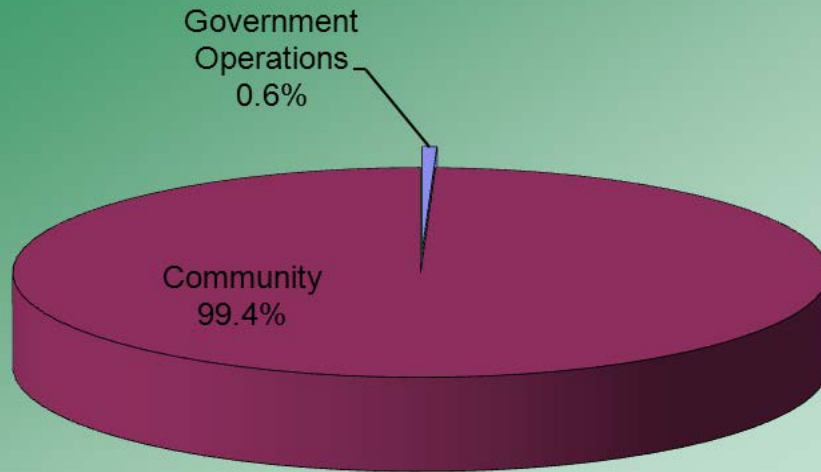
In 2005, San Benito County’s direct emissions, emissions from electricity consumption and select indirect sources totaled 2,247 metric tons of CO₂e.¹⁷ In this report, this number is the basis for comparing emissions across sectors and sources (fuel types), and is the aggregate of all emissions estimates used in this inventory. The County government’s emissions comprise approximately 0.6 percent of the total quantified GHG emissions in San Benito County’s overall community, as illustrated in Table 15 and Figure 9 below. Note that these two inventories should never be added together; rather, the government operations inventory should be viewed as a subsector of the overall community inventory.

Table 15: Emissions by Inventory Boundary

Inventory Boundary	GHG Emissions CO ₂ e (metric tons)
Government Operations	2,247
Community	382,735

¹⁷ This number represents a roll-up of emissions, and is not intended to represent a complete picture of emissions from San Benito County’s operations. This roll-up number should not be used for comparison with other local government roll-up numbers without a detailed analysis of the basis for this total. See section 2.3.2 for more detail.

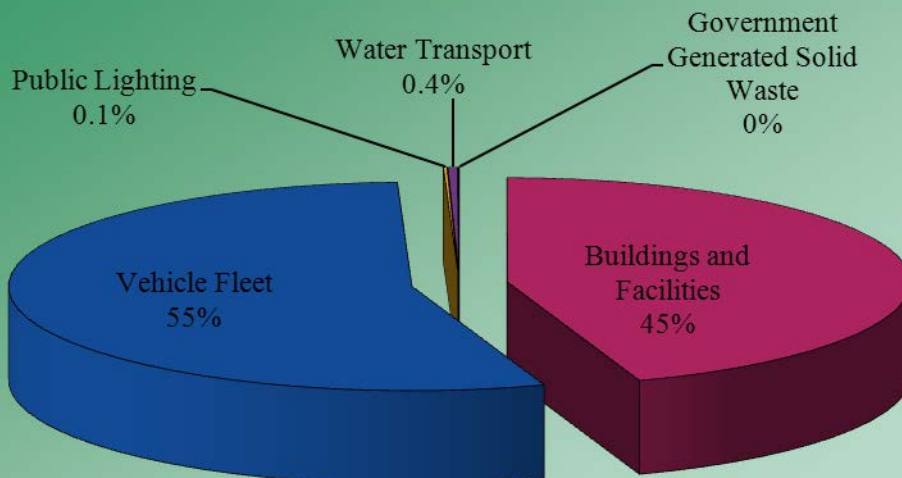
Figure 9: Emissions by Inventory Boundary



4.1 Summary by Sector

Reporting emissions by sector provides a useful way to understand the sources of jurisdiction’s emissions. By better understanding the relative scale of emissions from each of the sectors, San Benito County can more effectively focus emissions reductions strategies to achieve the greatest emissions reductions.¹⁸

Figure 10: Government Operations Emissions by Sector



¹⁸ The sectors with the largest scale of emissions do not necessarily represent the best opportunity for emissions reductions. Cost, administration, and other concerns may affect San Benito County’s ability to reduce emissions from any one sector.

Table 16: 2005 San Benito County Government Operations Emissions by Sector

Sector	Greenhouse Gas Emissions (metric tons CO ₂ e)
Buildings and Facilities	1,004
Vehicle Fleet	1,230
Public Lighting	3
Water Transport	9
Government Generated Solid Waste	1
TOTAL	2,247

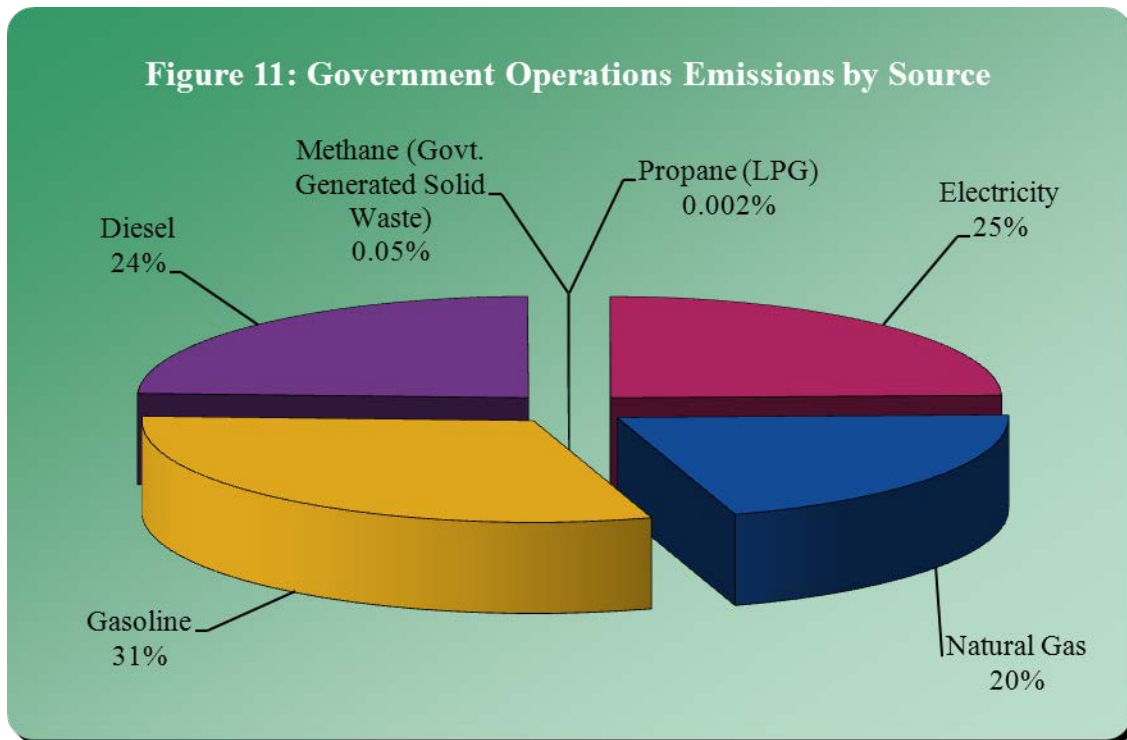
As shown in Figure 10, Vehicle Fleet was the largest emitter (1,230 metric tons CO₂e) in 2005. Emissions from Buildings and Facilities produced the second highest quantity of emissions, resulting in 1,004 metric tons of CO₂e. The remainder of the County's emissions comes from Water Delivery Facilities, Government Generated Solid Wastes, and Streetlights and Traffic Signals.

4.2 Summary by Source

When considering how to reduce emissions, it is helpful to look not only at which sectors are generating emissions, but also at the specific raw resources and materials (gasoline, diesel, electricity, natural gas, solid waste, etc.) whose use and generation directly result in the release of greenhouse gases. This analysis can help target resource management in a way that will successfully reduce greenhouse gas emissions. Table 17 and Figure 11 provide a summary of the San Benito County's government operations 2005 greenhouse gas emissions by fuel type or material.

Table 17: 2005 San Benito County Government Operations Emissions by Source

Source	Greenhouse Gas Emissions (metric tons CO ₂ e)
Electricity	553
Natural Gas	461
Gasoline	686
Diesel	545
Methane (Govt. Generated Solid Waste)	1
Propane (LPG)	0.05
TOTAL	2,247



4.3 Summary of Energy-Related Costs

In addition to tracking energy consumption and generating estimates on emissions per sector, AMBAG has calculated the basic energy costs of various government operations. During 2005, San Benito County spent approximately \$757,758 on energy (e.g., electricity, natural gas, gasoline, and diesel) for its operations. 56 percent of these energy expenses (\$425,814) are the result of electricity and natural gas purchases from PG&E. San Benito County spent approximately \$331,313 on gasoline, diesel, and propane for the municipal fleet and generators (44 percent of total costs). Beyond reducing harmful greenhouse gases, any future reductions in energy use will have the potential to reduce these costs, enabling San Benito County to reallocate limited funds toward other municipal services or create a revolving energy loan fund to support future climate protection activities.

Table 18: 2005 San Benito County Energy Costs by Sector

Sector	Cost (\$)
Buildings and Facilities	\$421,115
Vehicle Fleet	\$331,313
Public Lighting	\$2,688
Water Transport	\$2,011
TOTAL	\$757,127

4.4 Detailed Sector Analyses

4.4.1 Buildings and Other Facilities

Through their use of energy for heating, cooling, lighting, and other purposes, buildings and other facilities operated by local governments constitute a significant amount of their greenhouse gas emissions. San Benito County operates approximately 20 facilities. Facility operations contribute to greenhouse gas emissions in a significant way. Facilities consume electricity and fuels such as natural gas and diesel, and this consumption constitutes the majority of greenhouse gas emissions from facilities.

In 2005, the operation of San Benito County's facilities produced approximately 1,004 metric tons of CO₂e from the above sources. Table 19 shows estimated costs associated with the activities that generated these emissions, and Figure 12 depicts 2005 emissions per facility/department. Of total facility emissions, 53 percent came from the consumption of electricity, 46 percent came from the combustion of natural gas, and the remaining percentage came from the combustion of diesel to run backup generators (see Figure 13). San Benito County spent approximately \$421,322 in 2005 on the fuels and electricity that were the cause of these emissions.

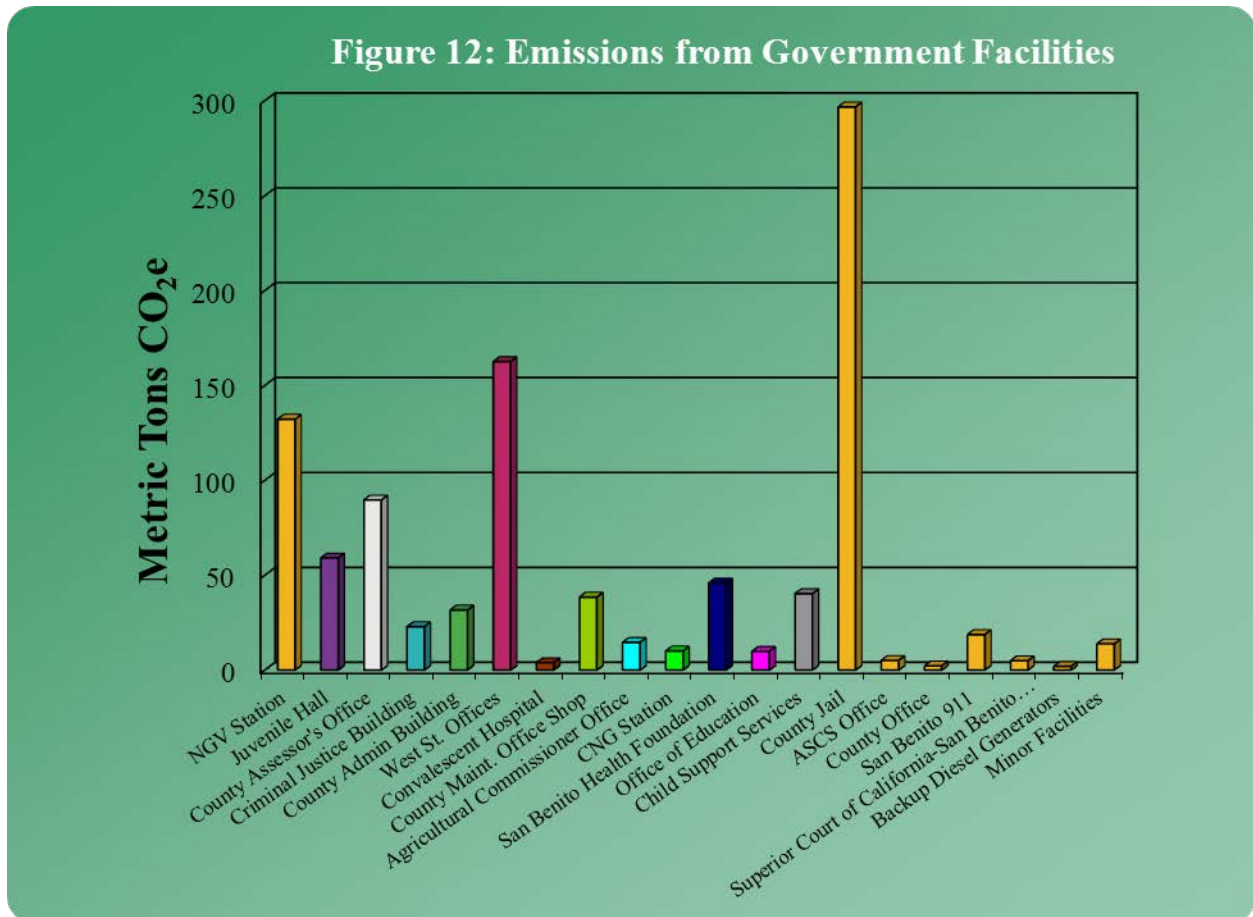
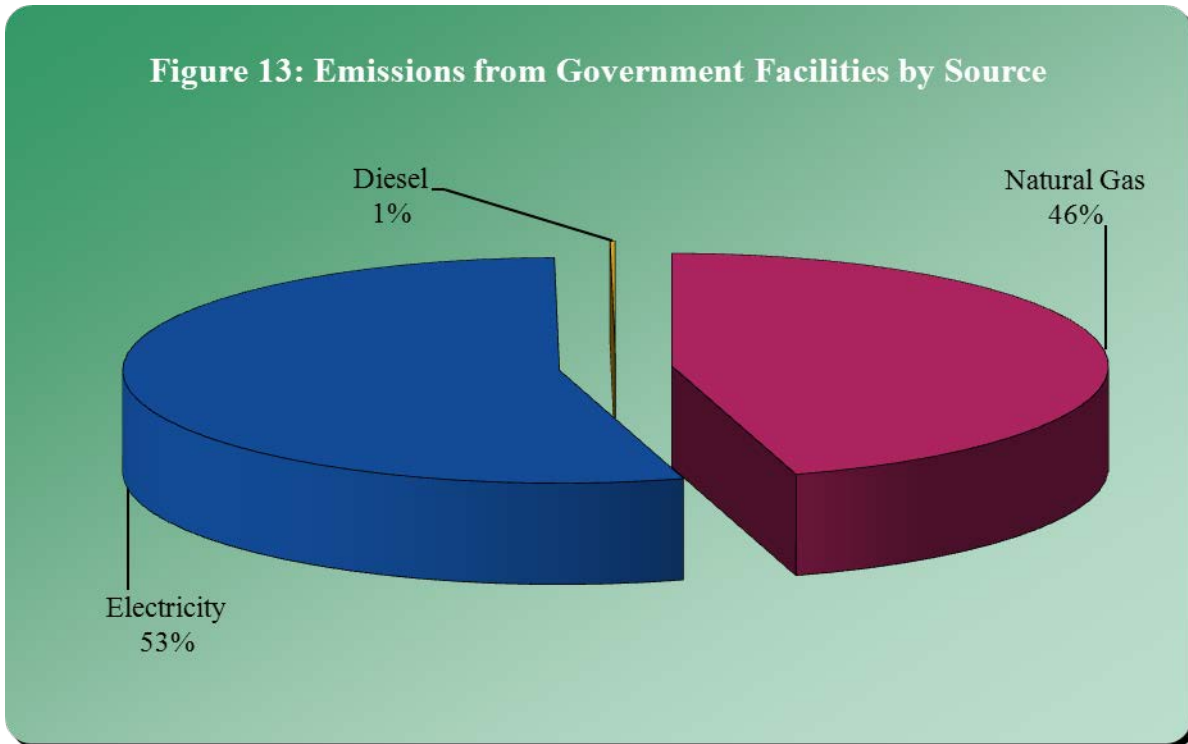


Table 19: Energy Use and Emissions from Government Facilities

Facility	Greenhouse Gas Emissions (metric tons CO ₂ e)	Percent Emissions of Total Facilities	Electricity Use (kWh)	Natural Gas Use (therms)	Diesel (Gallons)	Cost (\$)
NGV Station	132	13%	0	24,854	0	\$22,842
Juvenile Hall	59	6%	146,360	4,946	0	\$23,643
County Assessor's Office	90	9%	0	16,844	0	\$20,707
Criminal Justice Building	23	2%	81,600	865	0	\$13,667
County Admin Building	32	3%	106,200	1,481	0	\$18,338
West St. Offices	163	16%	726,560	0	0	\$99,307
Convalescent Hospital	4	0.4%	17,360	0	0	\$2,837
County Maint. Office Shop	38	4%	81,040	3,816	0	\$17,471
Agricultural Commissioner Office	15	1%	42,074	970	0	\$7,808
CNG Station	10	1%	44,914	0	0	\$6,679
San Benito Health Foundation	46	5%	152,320	2,223	0	\$26,129
Office of Education	10	1%	44,012	0	0	\$6,668
Child Support Services	40	4%	180,000	0	0	\$23,616
County Jail	297	30%	648,320	28,516	0	\$103,528
ASCS Office	5	1%	22,773	0	0	\$3,456
County Office	2	0.2%	6,291	146	0	\$1,153
San Benito 911	19	2%	83,520	0	0	\$12,776
Superior Court of California-San Benito County	5	0.5%	12,819	385	0	\$2,606
Backup Diesel Generators	2	0.2%	0	0	188	\$207
Minor Facilities	14	1%	23,743	1,597	0	\$7,884
TOTAL	1,004	100%	2,419,906	86,643	188	\$421,322

Figure 13: Emissions from Government Facilities by Source



4.4.2 Streetlights, Traffic Signals, and Other Public Lighting

Like most local governments, San Benito County operates a range of public lighting, from traffic signals and sidewalk lighting to parking lot lighting and park lights. Electricity consumed in the operation of this infrastructure is a significant source of greenhouse gas emissions. County streetlights were not included in this report, as they are all either owned/operated by PG&E or by the County Service Area. They are therefore outside the scope of this inventory.

In 2005, public lighting in San Benito County consumed a total of 14,725 kilowatt hours of electricity, producing approximately 3.2 metric tons of CO₂e. Table 20 depicts 2005 emissions per lighting type and estimated electricity consumption and costs associated with the activities that generated these emissions. San Benito County spent approximately \$2,688 in 2005 on the fuels and electricity that were the cause of these emissions.

Table 20: Energy Use and Emissions from Public Lighting

Source	Greenhouse Gas Emissions (metric tons CO ₂ e)	Percent Emissions of Total Public Lighting	Electricity Use (kWh)	Cost (\$)
Traffic Signals/Controllers	2	29%	8,096	\$1,539
Other Lighting	1	21%	880	\$131
Park Lighting	0.2	3%	5,749	\$1,018
TOTAL	3.2	100%	14,725	\$2,688

4.4.3 Water Transport

This section addresses any equipment used for the distribution of water and stormwater.¹⁹ Typical systems included in this section are water pumps/lifts and sprinkler and other irrigation controls.²⁰ San Benito County operates a range of water transport equipment, including pumps and sprinklers. Electricity consumption is the most significant source of greenhouse gas emissions from the operation of San Benito County’s water transport equipment. As with the streetlights, much of the County’s water infrastructure is operated by the County Service Area and is considered outside the organizational boundaries of the County government. These energy accounts were therefore excluded from this report.

In 2005, the operation of San Benito County’s water transport equipment produced approximately 9 metric tons of CO₂e from the above sources. Table 3.6 depicts 2005 emissions per equipment type and shows estimated activities and costs associated with the operation of this equipment. San Benito County spent approximately \$2,011 in 2005 on the fuels and electricity that were the cause of these emissions.

Table 21: Energy Use and Emissions from Water Transport Equipment

Source	Greenhouse Gas Emissions (metric tons CO ₂ e)	Percent Emissions of Total Water Transport Equipment	Electricity Use (kWh)	Cost (\$)
Water Pumps	7	77%	2,529	\$514
Other Water Transport	2	23%	8,729	\$1,497
TOTAL	9	100%	11,258	\$2,011

4.4.4 Vehicle Fleet and Mobile Equipment

The majority of local governments use vehicles and other mobile equipment as an integral part of their daily operations—from maintenance trucks used for parks and recreation to police cruisers and fire trucks. These vehicles and equipment burn gasoline, diesel, and other fuels, which results in greenhouse gas emissions. In addition, vehicles with air conditioning or refrigeration equipment use refrigerants that can leak from the vehicle. Emissions from vehicles and mobile equipment compose a significant portion of emissions within most local governments.

¹⁹ While equipment that transports water and stormwater may be managed separately in San Benito County’s operations, the types of equipment are similar, and therefore the ways to reduce emissions from this equipment, are similar. For this reason, this section groups equipment used for transporting water and stormwater.

²⁰ This section does not include emissions from decomposition or processing of wastewater in wastewater treatment facilities. These emissions are included in Section 3.4.4

Table 22: Vehicle Fleet and Mobile Equipment Emissions

Function	GHG Emissions (metric tons CO ₂ e)	Percent of Total Mobile Emissions	Gasoline Consumption (gal)	Diesel Consumption (gal)	LNG Consumption (gal)	Cost (\$)
Aggregate Fuel Use (Gasoline)	686	56%	76,057	0	0	\$191,664
Aggregate Fuel Use (Diesel)	543	44%	0	53,503	0	\$139,643
Aggregate Fuel Use (LPG)	0.05	0.004%	0	0	8	\$6
TOTAL	1,230	100%	76,057	53,503	8	\$331,313

In 2005, San Benito County emitted approximately 1,230 metric tons of CO₂e as a result of the combustion of fuels to power the San Benito County vehicle fleet. Table 22 shows estimated costs associated with the vehicle fleet. Across all government operations, emissions from mobile sources represented 55 percent of all inventoried emissions from San Benito County’s operations in 2005. Of total mobile emissions, 56 percent came from the consumption of gasoline, 44 percent came from the combustion of diesel, and a negligible amount came from liquid propane. San Benito County spent approximately \$331,313 in 2005 on the fuels that were the cause of these emissions.

4.4.5 Government Generated Solid Waste

Many local government operations generate solid waste, much of which is eventually sent to a landfill. Typical sources of waste in local government operations include paper and food waste from offices and facilities, construction waste from public works, and plant debris from parks departments. Organic materials in government-generated solid waste (including paper, food scraps, plant debris, textiles, wood waste, etc.) generate methane as they decay in the anaerobic environment of a landfill. An estimated 75 percent of this methane is routinely captured via landfill gas collection systems;²¹ however, a portion escapes into the atmosphere, contributing to the greenhouse effect. As such, estimating emissions from waste generated by government operations is an important component of a comprehensive emissions inventory.

Inventoried emissions from government-generated solid waste is considered optional by LGOP for two reasons. First, the emissions do not result at the point of waste generation (as with fuel combustion), but often in a landfill located outside of San Benito County’s jurisdictional boundaries. In addition, the emissions are not generated in the same year that the waste is disposed, but over a lengthy decomposition period. Since inventorying these emissions is considered optional, LGOP does not provide guidance on recommended methods for quantifying these types of emissions. AMBAG therefore devised data collection and calculation methods based upon previous experience and national standards. See Appendix D for more information for more detail on quantifying emissions from government-generated solid waste.

²¹ This is a default methane collection rate per LGOP. This rate can vary from 0 to 99 percent based upon the presence and extent of a landfill gas collection system at the landfill/s where the waste is disposed. Most commonly, captured methane gas is flared into the atmosphere, which converts the methane gas to CO₂ and effectively negates the global warming impact of the methane. Increasingly, landfill methane is being used to power gas-fired turbines as a carbon-neutral means of generating electricity.

It is estimated that the waste disposed by government facilities in 2005 will cumulatively produce .05 metric tons of methane gas, or 1.1 metric tons CO₂e. Please see Table 23 for a breakdown of emissions per facility.

Table 23: Emissions from Government-Generated Solid Waste

Source	Greenhouse Gas Emissions (metric tons CO ₂ e)	Percent Emissions of Total Government-Generated Solid Waste	Estimated Landfilled Waste (Tons)
County of SB Offices	0.5	47.2%	2.0
Juvenile Hall	0.03	2.4%	0.1
Office of Planning	0.03	2.4%	0.1
Planning Department	0.4	33.0%	1.4
Probation Office	0.01	0.9%	0.04
Sherriff Department	0.10	9.4%	0.4
Historical Park	0.1	4.7%	0.2
TOTAL	1.1	1.0	4.2

5. Conclusion

The San Benito County has taken steps toward reducing its impacts on the environment by quantifying its 2005 GHG emissions from local government operations and its community. Staff and policymakers have chosen to take a leadership role in addressing climate change, and this leadership will allow San Benito County to make informed decisions to create and implement innovative approaches to reduce its emissions.

This inventory provides an important foundation for the San Benito County's comprehensive approach to reducing the greenhouse gas emissions in its community and from its own government operations. Specifically, this inventory serves to:

- Establish a baseline for setting emissions reductions targets.
- Identify the largest sources of communitywide emissions.
- Identify the largest sources of emissions from local government operations.

This greenhouse gas emissions inventory provides an emissions baseline against which the San Benito County can set reductions targets and quantify emissions reductions. A greenhouse gas emissions reduction target represents the percentage by which the San Benito County plans to reduce total greenhouse gas emissions throughout the community and its government operations below base year levels by a chosen future target year. A target provides an objective toward which to strive and against which to measure progress.

In selecting a target, it is important to strike a balance. San Benito County will want to give itself enough time to implement chosen emissions reduction measures. A long-term target such as the year 2020 or 2035 is necessary in keeping with state legislation; however, setting near-term targets along the way can facilitate additional support and accountability, and help to ensure continued momentum around the San Benito County's local climate protection efforts. To monitor the effectiveness of its programs, the San Benito County may want to consider a plan to re-inventory its emissions at regular time intervals.

With regard to emissions from the County's local government operations, it is recommended that the San Benito County should begin to document emissions reduction measures that have been implemented since 2005 and should quantify the emissions benefits of these measures to demonstrate progress made to date. Examples include any retrofits to municipal facilities implemented through AMBAG Energy Watch, ARRA funding, or other programs; replacement of older, less efficient vehicles in the County's fleet; or any other efficiency measures which may have been taken since 2005.

6. Appendices

6.1. Appendix A - Detailed Community Greenhouse Gas Emissions in 2005

Sector	Emissions Source	Equiv CO ₂ (metric tons)	Equiv CO ₂ (%)	Data Source
Residential				
	Electricity	11,854	3.1%	PG&E
	Natural Gas	11,393	3.0%	PG&E
Subtotal Residential		23,247	6.1%	
Commercial/Industrial				
	Electricity	20,105	5.3%	PG&E
	Natural Gas	12,868	3.4%	PG&E
Subtotal Commercial		32,974	8.7%	
Transportation				
Local Roads AVMT		52,193	13.6%	AMBAG
State Highways AVMT		270,778	70.8%	AMBAG
Subtotal Transportation		322,971	84.4%	
Waste				
ADC		0	0.00%	CIWMB
Total Waste Disposed (w/o ADC)		3,299	0.9%	CIWMB
Subtotal Waste		3,299	0.9%	
Grand Total		382,491	100	

6.2. Appendix B - Residential Sector Notes

Data Inputs:

Residential	Electricity Consumption	kWh	52,987,104
	Natural Gas Consumption	Therms	2,142,975

Data Sources:

All energy usage data provided by John Bohman and John Joseph at PG&E (GHGdatarequests@pge.com)

AMBAG Housing Projections:

HOUSEHOLDS						
Year	2005	2010	2015	2020	2025	2030
San Benito County Unincorporated	6,373	6,879	7,457	8,471	9,181	9,482
San Benito County Total	17,638	19,187	21,110	23,483	25,800	27,674

6.3. Appendix C - Commercial / Industrial Sector Notes

Data Inputs:

Commercial/ Industrial	Electricity Consumption	kWh	80,947,565
	Natural Gas Consumption	Therms	2,420,35
Direct Access (see below for DA emission factor)	% DA County Estimate for Commercial and Industrial ⁴	%	5.65%
	Estimated Direct Access Electricity Consumption	kWh	4,720,289
	Natural Gas DA from Industries	Therms	0

Data Sources:

1. Pacific Gas and Electric Company (PG&E): John Bohman and John Joseph, GHGDataRequests@pge.com
2. California Energy Commission (CEC): Andrea Gough, agough@energy.state.ca.us, (916) 654-4928
3. ICLEI: Direct access (DA) electricity usage estimates calculated by ICLEI

Notes:

Emissions Factors:

PG&E-specific emissions factors were used for known electricity usage.

Emissions from direct access electricity were calculated using CEC/CARB “California Grid Average” emissions factors.

6.4. Appendix D - Transportation Sector Notes

Data Inputs:

Transportation	Local Roads (VMT) ²	Annual VMT	259,068
	State Highway VMT ³	Annual VMT	1,344,061

Data Sources:

Local Roads: Caltrans Highway Performance Monitoring System

Highways: AMBAG model (see below)

Notes:

D.1 VMT Data Collection

2005 VMT data for local roads was provided by Caltrans' Highway Performance Monitoring System (HPMS) and distributed by AMBAG. Highway VMT was extrapolated from AMBAG's transportation model using a GIS-based methodology developed by Bhupendra Patel and Charlie Buck of AMBAG. Highway VMT was allocated to jurisdictions based on the total length of all road segments intersecting the geographic boundaries of each jurisdiction.

D.2 Emissions Calculations

In order to calculate emissions from the transportation sector, AMBAG Energy Watch staff used the EMFAC 2007 software's emissions factors to remain consistent with MPO's. This software incorporates myriad factors that are adjusted to reflect specific conditions within each county in California, making its emissions factors more locally accurate than national figures from the EPA.

The EMFAC software model allows users to manually adjust local settings such as fleet mix, humidity, traffic speeds, fuel mix, and many other factors in order to model county-wide emissions under variable future conditions. For purposes of this inventory, AMBAG Energy Watch staff ran the model for each of AMBAG's three counties (Monterey, Santa Cruz, and San Benito), leaving all CARB default values in place. Staff then used the EMFAC output to calculate local fleet mix and emissions factors for each vehicle type. Different emissions factors were calculated for CO₂ and CH₄. The total VMT (local roads and highways) was then distributed among the various EMFAC-defined vehicle types according to percentages derived from the EMFAC output. The appropriate emissions factor for each vehicle type was then applied for both greenhouse gases. Finally, global warming potentials were factored in and the total emissions from each vehicle type were summed to reach the total CO₂e emissions from transportation. This methodology was developed by Nesamani Kalandiyur at CARB and Charlie Buck at AMBAG Energy Watch.

6.5. Appendix E - Waste Sector Notes

Data Inputs:

Waste	Total Landfill Waste (See Waste Table)	Short Tons	18,067.9
	Total Alternative Daily Cover (See Waste Table)	Short Tons	567.5
	% ADC Green Material	%	2.3
	Landfill Waste in Place in 2005	Short Tons	NA
	Landfill Waste in Place in 2020	Short Tons	NA
	Year Opened / closed		NA

Data Sources:

CalRecycle: Disposal Reporting System (DRS)

(<http://www.calrecycle.ca.gov/LGCentral/Reports/DRS/Destination/JurDspFa.aspx>)

Methods:

6.6. Appendix F - Forecast Tables

AMBAG Population Growth Projections:

TOTAL POPULATION					
JURISDICTION	2005	2010	2015	2020	Annual Growth Rate
Carmel-by-the-Sea	4,091	4,075	3,848	3,873	-0.36%
Del Rey Oaks	1,647	1,627	1,745	2,237	2.06%
Gonzales	8,399	10,831	13,304	15,969	4.38%
Greenfield	13,357	17,795	19,090	21,855	3.34%
King City	11,430	13,540	15,392	17,269	2.79%
Marina	19,051	24,551	26,658	29,274	2.91%
Monterey	30,467	30,106	30,092	30,278	-0.04%
Pacific Grove	15,528	15,530	15,550	15,550	.01%
Salinas	149,705	153,779	162,044	163,234	0.58%
Sand City	302	447	1,498	1,498	11.27%
Seaside	35,173	34,666	35,165	35,158	0.00%
Soledad	27,365	28,853	31,115	33,760	1.41%
Monterey Unincorporated	106,117	109,509	111,105	113,778	0.47%
Hollister	37,002	40,415	44,613	49,064	1.9%
San Juan Bautista	1,722	1,937	2,121	2,356	2.11%
San Benito Unincorporated	18,600	20,079	21,737	24,720	
Capitola	9,918	10,124	10,222	10,693	0.5%
City of Santa Cruz	56,421	58,919	62,480	63,265	0.77%
Scotts Valley	11,565	11,923	12,126	12,311	0.42%
Watsonville	49,571	51,903	54,857	56,544	0.88%
Santa Cruz Unincorporated	132,617	135,173	135,297	137,681	0.25%
TOTAL AMBAG REGION	740,048	775,782	810,059	840,367	0.85%

AMBAG Job Growth Projections:

TOTAL JOBS						
JURISDICTION	2000	2005	2010	2015	2020	Annual Growth Rate
Carmel-by-the-Sea		3,245	3,245	3,245	3,245	0%
Del Rey Oaks		354	360	377	395	0.73%
Gonzales		1,014	1,063	1,100	1,140	0.78%
Greenfield		962	1,008	1,045	1,230	1.65%
King City		2,859	2,923	3,047	3,186	0.72%
Marina		3,253	3,334	3,653	3,990	1.37%
Monterey		32,327	32,752	34,209	35,773	0.68%
Pacific Grove		6,936	7,058	7,406	7,586	0.6%
Salinas		49,141	49,872	52,135	54,230	0.66%
Sand City		2,219	2,366	2,629	2,933	1.88%
Seaside		6,840	7,360	7,792	8,462	1.43%
Soledad		5,501	5,868	5,890	6,008	0.59%
Monterey Unincorporated		78,459	79,221	81,082	82,882	0.37%
Hollister		10,527	10,898	11,393	12,056	0.91%
San Juan Bautista		210	220	233	248	1.11%
San Benito Unincorporated		6,173	6,262	6,465	6,745	0.59%
Capitola		8,128	8,042	8,571	9,008	0.69%
City of Santa Cruz		34,016	33,826	35,527	37,411	0.64%
Scotts Valley		8,944	8,840	9,287	9,749	0.58%
Watsonville		22,917	22,369	23,409	24,552	0.46%
Santa Cruz Unincorporated		42,317	41,992	44,008	46,150	0.58%
TOTAL AMBAG REGION		323,097	328,879	342,503	356,979	0.67%

6.7. Appendix G – Community Inventory Methodology

This appendix expands on the description of methodology provided in Section 2, describing in more detail the data sources and processes used to calculate emissions in the community inventory.

G.1 Overview of Inventory Contents and Approach

The community inventory describes emissions of the major greenhouse gases from the residential, commercial/industrial, transportation, solid waste, and wastewater sectors. As explained in Section 2, emissions are calculated by multiplying activity data—such as kilowatt hours or gallons of gasoline consumed—by emissions factors, which provide the quantity of emissions per unit of activity. Activity data is typically available from electric and gas utilities, planning and transportation agencies and air quality regulatory agencies. Emissions factors are drawn from a variety of sources, including the California Climate Action Registry, the Local Governments Operations Protocol, and air quality models produced by the California Air Resources Board (CARB).

In this inventory, all GHG emissions are converted into carbon dioxide equivalent units, or CO₂e, per guidance in the Local Government Operations Protocol (LGOP). The LGOP provides standard factors to convert various greenhouse gases into carbon dioxide equivalent units; these factors are known as Global Warming Potential factors, representing the ratio of the heat-trapping ability of each greenhouse gas relative to that of carbon dioxide.

The community inventory methodology is based on guidance from ICLEI’s draft International Local Government GHG Emissions Analysis Protocol (IEAP).

G.1.1 Emissions Sources Included and Excluded

In general, local jurisdictions should seek to measure all emissions of the six Kyoto Protocol greenhouse gases²² occurring within the jurisdictional boundaries. In practice, this level of detail may not be feasible for the local jurisdiction.

Local governments will often choose to exclude emissions sources that meet the following criteria:

- ***Below the significance threshold.*** In the ICLEI reporting standard, emissions sources can be excluded from the analysis (e.g. are “*de minimis*”) if, when combined, the excluded emissions total less than 5% of the total of the emissions from the Community or Government Inventory.²³
- ***Insufficient data or accepted standard methodology.*** The science is still evolving in many sectors, and accurate records or standards for measuring emissions are not always available. Examples include non-combustion industrial emissions sources or emissions from composting activities.
- ***Emissions largely located outside the jurisdiction’s boundaries.*** These types of emissions could include such sources as aviation departing from local airports or regional transit emissions.

²² CO₂, CH₄, N₂O, SF₆, perfluorocarbons (PFCs) and hydrofluorocarbons (HFCs)

²³ Note: an inventory should include at least 95% of the emissions released by the government and community as a whole. Therefore, if a large number of small emissions sources occur within the jurisdiction, they cannot all be ignored.

In this inventory, the following emissions were below the significance threshold and were not included:

- SF₆, perfluorocarbons (PFCs), and hydrofluorocarbon (HFCs) emissions
- N₂O emissions from transportation
- Emissions of minor off-road sources (those not included in the table above)
- Stationary emissions from propane and diesel fuels
- Non-combustion industrial emissions sources

The following sources were excluded because they occurred largely outside the jurisdiction's boundaries:

- Aviation
- Rail
- Regional public transit

G.2 Emissions Forecast

This inventory includes a “business-as-usual” forecast to 2020, estimating emissions that will occur if no new emissions reduction policies are implemented. The forecast is based on household, population, and job projections from AMBAG’s *Monterey Bay Area 2008 Regional Forecast*. As a business-as-usual projection, the forecast does not take into account legislation or regulation currently under development, and relies on demographic data as the basis for estimating growth in each sector. The forecasting approach varies for each sector:

- Residential emissions are based on projected growth in local jurisdiction *households*.
- Commercial / industrial sector emissions are correlated with forecasted *job growth* in the local jurisdiction.
- Transportation emissions are based on projected growth rates in *regional vehicle miles traveled* associated with AMBAG’s Regional Transportation Plan 2030.
- Solid waste and wastewater emissions are correlated with forecasted *population* growth in the local jurisdiction.

G.3 The Built Environment: Residential, Commercial, and Industrial Sectors

Electricity and natural gas sold to Pacific Gas and Electric customers as bundled service (both energy generation and transmission/distribution) was provided by John Bohman and John Joseph at PG&E. Direct access electricity was estimated using ICLEI’s DA calculator, as PG&E does not track direct access purchases in its territory. Bundled PG&E electricity emissions were calculated in ICLEI’s CACP software using PG&E-specific emissions factors provided by the California Climate Action Registry. Direct access electricity consumption was calculated in CACP using CARB/CEC average emissions factors for California. All natural gas emissions were calculated in CACP with default emissions factors from the Local Government Operations Protocol.

G.4 Transportation

On-road transportation emissions were derived from local jurisdiction vehicle miles traveled (VMT) data and regional vehicle and travel characteristics. Observed 2005 VMT on non-state facilities (referred to in the inventory as “local roads”) was obtained from Caltrans’ Highway Performance Monitoring System reports. VMT on state highways in the local jurisdiction was derived from a GIS shapefile output from the AMBAG transportation model. For state highway segments that crossed jurisdictional boundaries, the segments were clipped in GIS and only the portion within the boundaries was accounted for. Since state highway VMT data is reported as *daily* VMT, these figures were multiplied by 365 to reach annual 2005 VMT.

The EMFAC2007 model developed by CARB was used to calculate emissions from these VMT figures. EMFAC defaults for each county include regionally-specific information on the mix of vehicle classes and model years, as well as ambient conditions and travel speeds that determine fuel efficiency. The model estimates carbon dioxide and methane emissions from these factors and inputted vehicle activity data.

For purposes of this inventory, AMBAG Energy Watch staff ran the model for each of AMBAG’s three counties (Monterey, Santa Cruz, and San Benito), leaving all CARB default values in place (including VMT). Staff then used the EMFAC output to calculate local fleet mix and emissions factors for each vehicle type. Different emissions factors were calculated for CO₂ and CH₄. The total VMT (local roads and highways) was then distributed among the various EMFAC-defined vehicle types according to percentages derived from the EMFAC output. The appropriate emissions factor for each vehicle type was then applied for both greenhouse gases. Finally, global warming potentials were factored in and the total emissions from each vehicle type were summed to reach the total CO₂e emissions from transportation. This methodology was developed by Nesamani Kalandiyur at CARB and Charlie Buck at AMBAG Energy Watch.

G.5 Solid Waste

Emissions from solid waste were captured in two ways: emissions from landfills located in the jurisdiction in the base year (“landfill waste-in-place”), and future emissions from decomposition of waste generated in the local jurisdiction in the base year (“community-generated solid waste”).

G.5.1 Community-Generated Solid Waste

Community-generated solid waste emissions were calculated in CACP using waste disposal data obtained from the California Integrated Waste Management Board Disposal Reporting System, which records tonnages of municipal solid waste and alternative daily cover by local jurisdiction. Emissions were calculated using the same methodology as described in Appendix K for government-generated solid waste.

G.6 Wastewater

Emissions from wastewater treatment were calculated according to the methodology delineated in the LGOP.

6.8. Appendix H – Local Government Operations Protocol

This inventory follows the standard outlined in the Local Government Operations Protocol, which was adopted in 2008 by the California Air Resources Board (ARB) and serves as the national standard for quantifying and reporting greenhouse emissions from local government operations. This and the other inventories conducted for the AMBAG Regional Inventory Collaborative are the first to follow LGOP, representing a strong step toward standardizing how inventories are conducted and reported.

H.1 Local Government Operations Protocol

H.1.1 Background

In 2008, ICLEI, CARB, and the California Climate Action Registry (CCAR) released LGOP to serve as a U.S. supplement to the International Emissions Analysis Protocol. The purpose of LGOP is to provide the principles, approach, methodology, and procedures needed to develop a local government operations greenhouse gas emissions inventory. It leads participants through the process of accurately quantifying and reporting emissions, including providing calculation methodologies and reporting guidance. LGOP guidance is divided into three main parts: identifying emissions to be included in the inventory, quantifying emissions using best available estimation methods, and reporting emissions.

The overarching goal of LGOP is to allow local governments to develop emissions inventories using standards that are consistent, comparable, transparent, and recognized nationally, ultimately enabling the measurement of emissions over time. LGOP adopted five overarching accounting and reporting principles toward this end: relevance, completeness, consistency, transparency and accuracy. Methodologies that did not adhere to these principles were either left out of LGOP or included as Scope 3 emissions. LGOP was created solely to standardize how emissions inventories are conducted and reported; as such it represents a currently accepted standard for inventorying emissions but does not contain any legislative or program-specific requirements. Mandates by the State of California or any other legislative body, while possibly using LGOP as a standard, do not currently exist, and California local governments are not currently required to inventory their emissions. Program-specific requirements, such as ICLEI's Milestones or CCAR's reporting protocol, are addressed in LGOP but should not be confused with LGOP itself.

Also, while LGOP standardizes inventories from government operations, it does not seek to be a wholly accurate inventory of all emissions sources, as certain sources are currently excluded or otherwise impossible to accurately estimate. This and all emissions inventories therefore represent a best estimate of emissions using best available data and calculation methodologies; it does not provide a complete picture of all emissions resulting from San Benito County's operations, and emissions estimates are subject to change as better data and calculation methodologies become available in the future.

H.1.2 Organizational Boundaries

Setting an organizational boundary for greenhouse gas emissions accounting and reporting is an important first step in the inventory process. The organizational boundary for the inventory determines which aspects of operations are included in the emissions inventory, and which are not. Under LGOP, two control approaches are used for reporting emissions: operational control or financial control. A local government has operational control over an operation if it has full authority to introduce and implement its operating policies at the operation. A local government has financial control if the operation is fully consolidated in financial accounts. If a local government has joint control over an operation, the contractual agreement will have to be examined to see who has authority over operating policies and implementation, and thus the responsibility to report emissions under operational control.²⁴ Local governments must choose which approach is the most applicable and apply this approach consistently throughout the inventory. While both control approaches are acceptable, there may be some instances in which the choice may determine whether a source falls inside or outside of a local government's boundary. LGOP strongly encourages local governments to utilize operational control as the organization boundary for a government operations emissions inventory. Operational control is believed to most accurately represent the emissions sources that local governments can most directly influence, and this boundary is consistent with other environmental and air quality reporting program requirements. For this reason, all inventories in the AMBAG Regional Inventory Collaborative are being conducted according to the operational control framework.

H.1.3 Types of Emissions

The greenhouse gases inventoried in this report are described in Section 2.1 As described in LGOP, emissions from each of the greenhouse gases can come in a number of forms:

Stationary or mobile combustion: These are emissions resulting from on-site combustion of fuels (natural gas, diesel, gasoline, etc.) to generate heat, electricity, or to power vehicles and mobile equipment.

Purchased electricity: These are emissions produced by the generation of power from utilities outside of the Jurisdiction.

Fugitive emissions: Emissions that result from the unintentional release of greenhouse gases into the atmosphere (e.g., leaked refrigerants, methane from waste decomposition, etc.).

Process emissions: Emissions from physical or chemical processing of a material (e.g., wastewater treatment).

A1.4 Quantifying Emissions

Emissions can be quantified two ways:

Measurement-based methodologies refer to the direct measurement of greenhouse gas emissions (from a monitoring system) emitted from a flue of a power plant, wastewater treatment plant, landfill, or industrial facility. This

²⁴ Please see Local Government Operations Protocol for more detail on defining your organizational boundary: <http://www.icleiusa.org/programs/climate/ghg-protocol>

methodology is not generally available for most types of emissions and will only apply to a few local governments that have these monitoring systems.

The majority of the emissions recorded in the inventory can be and will be estimated using **calculation-based methodologies** to calculate their emissions using activity data and emission factors. To calculate emissions, the equation below is used:

Activity Data x Emission Factor = Emissions

Activity data refer to the relevant measurement of energy use or other greenhouse gas–generating processes such as fuel consumption by fuel type, metered annual energy consumption, and annual vehicle mileage by vehicle type. Emissions factors are calculated ratios relating emissions to a proxy measure of activity at an emissions source (e.g., CO₂ generated/kWh consumed). For a list of common emissions calculations see Table 2.2.

The guidelines in LGOP are meant to provide a common method for local governments to quantify and report greenhouse gas emissions by using comparable activity data and emissions factors. However, LGOP recognizes that local governments differ in how they collect data concerning their operations and that many are not able to meet the data needs of a given estimation method. Therefore, LGOP outlines both “recommended” and “alternative” methods to estimate emissions from a given source. In this system, recommended methods are the preferred method for estimating emissions, as they will result in the most accurate estimate for a given emission source. Alternative methods often require less intensive data collection, but are likely to be less accurate. This approach allows local governments to estimate emissions based on the data currently available to them. It also allows local governments that are unable to meet the recommended methods to begin developing internal systems to collect the data needed to meet these methods.

This inventory has used the recommended activity data and emissions factors wherever possible, using alternative methods where necessary. For details on the methodologies used for each sector, see Appendix B.

H.1.5 Reporting Emissions

H.1.5.1 Significance Thresholds

Within any local government’s own operations there will be emission sources that fall within Scope 1 and Scope 2 that are minimal in magnitude and difficult to accurately measure. Within the context of local government operations, emissions from leaked refrigerants, backup generators and other septic tanks may be common sources of these types of emissions. For these small, difficult to quantify emission sources, LGOP specifies that up to 5 percent of total emissions can be reported using estimation methods not outlined in LGOP.²⁵

²⁵ In the context of registering emissions with an independent registry (such as the California Climate Action Registry), emissions that fall under the significance threshold are called *de minimis*. This term, however, is not used in LGOP and was not used in this inventory.

In this report, the following emissions fell under the significance threshold and were reported using best available methods:

Scope 1 fugitive emissions from leaked refrigerants from HV/AC and refrigeration equipment

Scope 1 fugitive emissions from leaked/deployed fire suppressants

Scope 1 CH₄ and N₂O emissions from vehicle fleet

Other emissions as appropriate

H.1.5.2 Units Used in Reporting Emissions

LGOP requires reporting of individual gas emissions, and this reporting is included in Appendix B. In this narrative report, emissions from all gases released by an emissions source (e.g., stationary combustion of natural gas in facilities) are combined and reported in metric tons of carbon dioxide equivalent (CO₂e). This standard is based on the global warming potential (GWP) of each gas, which is a measure of the amount of warming a greenhouse gas may cause, measured against the amount of warming caused by carbon dioxide. For the GWPs of reported greenhouse gases, see Table 2.1.

H.1.5.3 Information Items

Information items are emissions sources that, for a variety of reasons, are not included as Scope 1, 2, or 3 emissions in the inventory. In order to provide a more complete picture of emissions from Jurisdiction's operations, however, these emissions should be quantified and reported.

In this report, the following emissions are included as information items (emission quantities are reported in Appendix B):

Scope 1 CO₂ emissions from flared methane in landfill gas

Scope 1 CO₂ emissions from flared methane from biogas emitted during wastewater treatment

Scope 1 CO₂ emissions from biodiesel consumption to power vehicle fleet

Ozone depleting chemical used as refrigerants (most notably R-22 and halons)

A common emission that is categorized as an information item is carbon dioxide emissions caused by the combustion of biogenic fuels. Local governments will often burn fuels that are of biogenic origin (wood, landfill gas, organic solid waste, biofuels, etc.) to generate power. Common sources of biogenic emissions are the combustion of landfill gas from landfills or biogas from wastewater treatment plants, as well as the incineration of organic municipal solid waste at incinerators.

Carbon dioxide emissions from the combustion of biogenic fuels are not included in Scope 1 based on established international principles.²⁶ These principles indicate that biogenic fuels (e.g., wood, biodiesel), if left to decompose in the natural environment, would release CO₂ into the atmosphere, where it would then enter back into the natural carbon cycle. Therefore, when wood or another biogenic fuel is combusted, the resulting CO₂ emissions are akin to natural

²⁶ Methane and nitrous oxide emissions from biogenic fuels are considered Scope 1 stationary combustion emissions and are included in the stationary combustion sections for the appropriate facilities.

emissions and should therefore not be considered as human activity-generated emissions. The CH₄ and N₂O emissions, however, would not have occurred naturally and are therefore included as Scope 1 emissions.

H.2 Baseline Years

Part of the local government operations emissions inventory process requires selecting a “performance datum” with which to compare current emissions, or a base year. Local governments should examine the range of data they have over time and select a year that has the most accurate and complete data for all key emission sources. It is also preferable to establish a base year several years in the past to be able to account for the emissions benefits of recent actions. A local government’s emissions inventory should comprise all greenhouse gas emissions occurring during a selected *calendar* year.

For the AMBAG Regional Inventory Collaborative, 2005 was chosen as the baseline year; the 1990 baseline year for California is usually difficult for most local governments to meet and would not produce the most accurate inventory. After setting a base year and conducting an emissions inventory for that year, local governments should make it a practice to complete a comprehensive emissions inventory on a regular basis to compare to the baseline year. Conducting an emissions inventory at least every five years is recommended.

6.9. Appendix I – Local Government Operations Standard Report

Local Government Operations Standard Inventory Report

1. Local Government Profile

Jurisdiction Name:	County of San Benito
Street Address:	481 4th St. 1st floor
City, State, ZIP, Country:	Hollister, CA 95023
Website Address:	www.san-benito.ca.us
Size (sq. miles):	1396
Population:	54,699
Climate Zone:	CA Climate Zone 3
Annual Heating Degree Days:	2413
Annual Cooling Degree Days:	274
Lead Inventory Contact Name:	Lisa Jensema
Department:	San Benito Integrated Waste Management Program
Email:	ljensema@iwm.co.san-benito.ca.us
Phone Number:	(831) 636-4110 x35

* www.energycodes.gov/Implement/pdfs/climate_paper_review_draft_rev.pdf (see figure 6, pg. 24)
 ** www7.ncdc.noaa.gov/CDO/CDODivisionalSelect.jsp#

Services Provided:

<input type="checkbox"/> Water treatment	<input type="checkbox"/> Mass transit (buses)	<input checked="" type="checkbox"/> Hospitals	<input type="checkbox"/> Natural gas utility
<input checked="" type="checkbox"/> Water distribution	<input type="checkbox"/> Mass transit (light rail)	<input type="checkbox"/> Airport	<input type="checkbox"/> Other (Specify below)
<input type="checkbox"/> Wastewater treatment	<input type="checkbox"/> Mass transit (ferries)	<input type="checkbox"/> Seaport/shipping terminal	
<input type="checkbox"/> Wastewater collection	<input type="checkbox"/> Schools (primary/secondary)	<input type="checkbox"/> Marina	
<input type="checkbox"/> Electric utility	<input type="checkbox"/> Schools (colleges/universities)	<input type="checkbox"/> Stadiums/sports venues	
<input type="checkbox"/> Fire Protection	<input type="checkbox"/> Solid waste collection	<input type="checkbox"/> Convention center	
<input checked="" type="checkbox"/> Police	<input type="checkbox"/> Solid waste disposal	<input checked="" type="checkbox"/> Street lighting and traffic signals	

2. GHG Inventory Details

Reporting Year:	2005
Protocol Used:	Local Government Operations Protocol, Version 1.0 (September 2008)
Control Approach:	Operational Control

GHG Emissions Summary (All Units in Metric Tons Unless Stated Otherwise)

Note: CO₂e totals listed here are summed totals of the estimated emissions of each inventoried gas based upon their global warming potentials (Appendix E of LGOP)

BUILDINGS & OTHER FACILITIES								
SCOPE 1		CO ₂ e	CO ₂	CH ₄	N ₂ O	HFCs	PFCs	SF ₆
Stationary Combustion		462.824	461.635	0.044	0.001			
Total Direct Emissions from Buildings & Facilities		462.824	461.635	0.044	0.001	0.000	0.000	0.000
SCOPE 2		CO ₂ e	CO ₂	CH ₄	N ₂ O			
Purchased Electricity		541.338	536.927	0.032	0.012			
Total Indirect Emissions from Buildings & Facilities		541.338	536.927	0.032	0.012			

STREETLIGHTS AND TRAFFIC SIGNALS

SCOPE 2		CO ₂ e	CO ₂	CH ₄	N ₂ O
	Purchased Electricity	3.294	53.010	0.0001	3.2672
	Total Indirect Emissions from Streetlights and Traffic Signals	3.294	53.010	0.0001	3.2672

WATER DELIVERY FACILITIES

SCOPE 1		CO ₂ e	CO ₂	CH ₄	N ₂ O	HFCs	PFCs	SF ₆
	Stationary Combustion	0.590	0.589	0.0001	0.000001			
	Total Direct Emissions from Water Delivery Facilities	0.590	0.589	0.0001	0.000001	0.000	0.000	0.000

SCOPE 2		CO ₂ e	CO ₂	CH ₄	N ₂ O
	Purchased Electricity	7.998	7.933	0.000	0.0002
	Total Indirect Emissions from Water Delivery Facilities	7.998	7.933	0.000	0.0002

VEHICLE FLEET

SCOPE 1		CO ₂ e	CO ₂	CH ₄	N ₂ O	HFCs	PFCs
	Mobile Combustion	1,229.731	1,212.475	0.038	0.053		
	Total Direct Emissions from Vehicle Fleet	1,229.731	1,212.475	0.038	0.053	0.000	0.000

WASTE GENERATION

SCOPE 3		CO ₂ e
	Waste All Facilities	1.075

INDICATORS	Short tons of solid waste accepted for disposal	4.20
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Total Emissions

	CO ₂ e	CO ₂	CH ₄	N ₂ O	HFCs	PFCs	SF ₆
SCOPE 1	1,693.146	1,674.699	0.081	0.054	0.000	0.000	0.000
SCOPE 2	552.631	597.870	0.032	3.279	0.000	0.000	0.000
SCOPE 3	1.075						

POSSIBLE SOURCES OF OPTIONAL SCOPE 3 EMISSIONS

- Employee Commute
- Employee Business Travel
- Emissions From Contracted Services
- Upstream Production of Materials and Fuels
- Upstream and Downstream Transportation of Materials and Fuels
- Waste Related Scope 3 Emissions
- Purchase of Electricity Sold to an End User
- Transmission and Distribution Losses from Consumed Electricity
- Other Scope 3

POSSIBLE INFORMATION ITEMS

- Biogenic CO₂ from Combustion
- Carbon Offsets Purchased
- Carbon Offsets Sold
- Renewable Energy Credits (Green Power) Purchased
- Renewable Energy Credits Sold (GreenPower)
- Ozone-depleting Refrigerants/Fire Suppressants not in LGOP
- Other Information Items

Local Government Operations Standard Inventory Report

3. Activity Data Disclosure

BUILDINGS & OTHER FACILITIES (Chapter 6)

SCOPE 1

Stationary Combustion						
Emissions Source Name	GHG	Methodology Type	Methodology Name and Description	Resource Quantity	Fuel Unit	Data Sources and References
Natural Gas	CO ₂ e	Primary	Application of GWP to CH ₄ and N ₂ O	86,643	therms	PG&E
	CO ₂	Primary	Known fuel use	86,643	therms	PG&E
	CH ₄	Primary	Known fuel use	86,643	therms	PG&E
	N ₂ O	Primary	Known fuel use	86,643	therms	PG&E
Generators	CO ₂ e	Primary	Application of GWP to CH ₄ and N ₂ O	188	gallons	Lisa Jensema
	CO ₂	Primary	Known fuel use	188	gallons	Lisa Jensema
	CH ₄	Primary	Known fuel use	188	gallons	Lisa Jensema
	N ₂ O	Primary	Known fuel use	188	gallons	Lisa Jensema

SCOPE 2

Purchased Electricity						
Emissions Source Name	GHG	Methodology Type	Methodology Name and Description	Resource Quantity	Fuel Unit	Data Sources and References
Electricity	CO ₂ e	Primary	Application of GWP to CH ₄ and N ₂ O	2,419,906	kWh	PG&E
	CO ₂	Primary	Known Electricity Use	2,419,906	kWh	PG&E
	CH ₄	Primary	Known Electricity Use	2,419,906	kWh	PG&E
	N ₂ O	Primary	Known Electricity Use	2,419,906	kWh	PG&E

STREETLIGHTS AND TRAFFIC SIGNALS (Chapter 6.2)

SCOPE 2

Purchased Electricity						
Emissions Source Name	GHG	Methodology Type	Methodology Name and Description	Resource Quantity	Fuel Unit	Data Sources and References
Electricity	CO ₂ e	Primary	Application of GWP to CH ₄ and N ₂ O	2,688	kWh	PG&E
	CO ₂	Primary	Known Electricity Use	2,688	kWh	PG&E
	CH ₄	Primary	Known Electricity Use	2,688	kWh	PG&E
	N ₂ O	Primary	Known Electricity Use	2,688	kWh	PG&E

WATER DELIVERY FACILITIES (Chapter 6)

SCOPE 1

Stationary Combustion						
Emissions Source Name	GHG	Methodology Type	Methodology Name and Description	Resource Quantity	Fuel Unit	Data Sources and References
Natural Gas	CO ₂ e	Primary	Application of GWP to CH ₄ and N ₂ O	111	therms	PG&E
	CO ₂	Primary	Known Fuel Use	111	therms	PG&E
	CH ₄	Primary	Known Fuel Use	111	therms	PG&E
	N ₂ O	Primary	Known Fuel Use	111	therms	PG&E

SCOPE 2

Purchased Electricity						
Emissions Source Name	GHG	Methodology Type	Methodology Name and Description	Resource Quantity	Fuel Unit	Data Sources and References
Electricity	CO ₂ e	Primary	Application of GWP to CH ₄ and N ₂ O	35,755	kWh	PG&E
	CO ₂	Primary	Known Electricity Use	35,755	kWh	PG&E
	CH ₄	Primary	Known Electricity Use	35,755	kWh	PG&E
	N ₂ O	Primary	Known Electricity Use	35,755	kWh	PG&E

VEHICLE FLEET (Chapter 7)

SCOPE 1

Mobile Combustion

Emissions Source Name	GHG	Methodology Type	Methodology Name and Description	Resource Quantity	Fuel Unit	Data Sources and References
Gasoline	CO ₂ e	Primary	Application of GWP to CH ₄ and N ₂ O	76,057	gallons	Lisa Jensema
	CO ₂	Primary	Known Fuel Use	76,057	gallons	Lisa Jensema
	CH ₄	Alternate	Known Fuel Use	76,057	gallons	Lisa Jensema
	N ₂ O	Alternate	Known Fuel Use	76,057	gallons	Lisa Jensema
Diesel	CO ₂ e	Primary	Application of GWP to CH ₄ and N ₂ O	53,503	gallons	Lisa Jensema
	CO ₂	Primary	Known Fuel Use	53,503	gallons	Lisa Jensema
	CH ₄	Alternate	Known Fuel Use	53,503	gallons	Lisa Jensema
	N ₂ O	Alternate	Known Fuel Use	53,503	gallons	Lisa Jensema

WASTE GENERATION (Scope 3)

SCOPE 3

Emissions Source Name	GHG	Methodology Type	Methodology Name and Description	Resource Quantity	Fuel Unit	Data Sources and References
Generated Waste	CH ₄	Alternate	Estimated waste weight based upon volume and number of containers	4.2	tons	Lisa Jensema

POSSIBLE SOURCES OF OPTIONAL SCOPE 3 EMISSIONS

- Employee Commute
- Employee Business Travel
- Emissions From Contracted Services
- Upstream Production of Materials and Fuels
- Upstream and Downstream Transportation of Materials and Fuels
- Waste Related Scope 3 Emissions
- Purchase of Electricity Sold to an End User
- Transmission and Distribution Losses from Consumed Electricity
- Other Scope 3

POSSIBLE INFORMATION ITEMS

- Biogenic CO₂ from Combustion
- Carbon Offsets Purchased
- Carbon Offsets Sold
- Renewable Energy Credits (Green Power) Purchased
- Renewable Energy Credits Sold (GreenPower)
- Ozone-depleting Refrigerants/Fire Suppressants not in LGOP
- Other Information Items

Local Government Operations Standard Inventory Report

4. Calculation Methodology Disclosure

BUILDINGS & OTHER FACILITIES (Chapter 6)

SCOPE 1

Stationary Combustion

Emissions Source Name	GHG	Default/Alternate	Emission Factor	Emission Factor Sources and References
Natural Gas	CO ₂ e	Default	Various Global Warming Potentials (GWP)	LGOP v1 Table E.1
	CO ₂	Default	53.06 kg/MMBtu	LGOP v1 Table G.1
	CH ₄	Default	5 g/MMBtu	LGOP v1 Table G.3
	N ₂ O	Default	0.1 g/MMBtu	LGOP v1 Table G.3
Generators-Diesel	CO ₂ e	Default	Various Global Warming Potentials (GWP)	LGOP v1 Table E.1
	CO ₂	Default	73.15 kg/MMBtu	LGOP v1 Table G.1
	CH ₄	Default	11 g/MMBtu	LGOP v1 Table G.3
	N ₂ O	Default	.6 g/MMBtu	LGOP v1 Table G.3

SCOPE 2

Purchased Electricity

Emissions Source Name	GHG	Default/Alternate	Emission Factor	Emission Factor Sources and References
Electricity	CO ₂ e	Default	Various Global Warming Potentials (GWP)	LGOP v1 Table E.1
	CO ₂	Default	489.2 lbs/MWh	PG&E (2005); LGOP v1 Table G.5
	CH ₄	Default	0.029 lbs/MWh	CA Grid Average (2004 proxy); LGOP v1 Table G.6
	N ₂ O	Default	0.011 lbs/MWh	CA Grid Average (2004 proxy); LGOP v1 Table G.6

STREETLIGHTS AND TRAFFIC SIGNALS (Chapter 6.2)

SCOPE 2

Purchased Electricity

Emissions Source Name	GHG	Default/Alternate	Emission Factor	Emission Factor Sources and References
Electricity	CO ₂ e	Default	Various Global Warming Potentials (GWP)	LGOP v1 Table E.1
	CO ₂	Default	489.2 lbs/MWh	PG&E (2005); LGOP v1 Table G.5
	CH ₄	Default	0.029 lbs/MWh	CA Grid Average (2004 proxy); LGOP v1 Table G.6
	N ₂ O	Default	0.011 lbs/MWh	CA Grid Average (2004 proxy); LGOP v1 Table G.6

WATER DELIVERY FACILITIES (Chapter 6)

SCOPE 1

Stationary Combustion

Emissions Source Name	GHG	Default/Alternate	Emission Factor	Emission Factor Sources and References
Natural Gas	CO ₂ e	Default	Various Global Warming Potentials (GWP)	LGOP v1 Table E.1
	CO ₂	Default	53.06 kg/MMBtu	LGOP v1 Table G.1
	CH ₄	Default	5 g/MMBtu	LGOP v1 Table G.3
	N ₂ O	Default	0.1 g/MMBtu	LGOP v1 Table G.3

SCOPE 2

Purchased Electricity

Emissions Source Name	GHG	Default/Alternate	Emission Factor	Emission Factor Sources and References
Electricity	CO ₂ e	Default	Various Global Warming Potentials (GWP)	LGOP v1 Table E.1
	CO ₂	Default	489.2 lbs/MWh	PG&E (2005); LGOP v1 Table G.5
	CH ₄	Default	0.029 lbs/MWh	CA Grid Average (2004 proxy); LGOP v1 Table G.6
	N ₂ O	Default	0.011 lbs/MWh	CA Grid Average (2004 proxy); LGOP v1 Table G.6

VEHICLE FLEET (Chapter 7)

SCOPE 1

Mobile Combustion

Emissions Source Name	GHG	Default/Alternate	Emission Factor	Emission Factor Sources and References
Gasoline	CO ₂ e	Default	Various Global Warming Potentials (GWP)	LGOP v1 Table E. 1
	CO ₂	Default	8.81 kg/gallon	LGOP v1 Table G.9
	CH ₄	Default	Varies by model year	LGOP v1 Table G.10; Table G.12 for other equipment
	N ₂ O	Default	Varies by model year	LGOP v1 Table G.10; Table G.12 for other equipment
Diesel	CO ₂ e	Default	Various Global Warming Potentials (GWP)	LGOP v1 Table E. 1
	CO ₂	Default	10.15 kg/gallon	LGOP v1 Table G.9
	CH ₄	Default	Varies by model year	LGOP v1 Table G.10; Table G.12 for other equipment
	N ₂ O	Default	Varies by model year	LGOP v1 Table G.10; Table G.12 for other equipment

WASTE GENERATION (Scope 3)

SCOPE 3

Emissions Source Name	GHG	Default/Alternate	Emission Factor	Emission Factor Sources and References
Generated Waste	CH ₄	Alternate	Varies by waste type	EPA Waste Reduction Model http://www.epa.gov/climatechange/wycd/waste/calculators/Warm_home.html ; Public Administration waste characterization

POSSIBLE SOURCES OF OPTIONAL SCOPE 3 EMISSIONS

POSSIBLE INFORMATION ITEMS

Employee Commute
 Employee Business Travel
 Emissions From Contracted Services
 Upstream Production of Materials and Fuels
 Upstream and Downstream Transportation of Materials and Fuels
 Waste Related Scope 3 Emissions
 Purchase of Electricity Sold to an End User
 Transmission and Distribution Losses from Consumed Electricity
 Other Scope 3

Biogenic CO₂ from Combustion
 Carbon Offsets Purchased
 Carbon Offsets Sold
 Renewable Energy Credits (Green Power) Purchased
 Renewable Energy Credits Sold (GreenPower)
 Ozone-depleting Refrigerants/Fire Suppressants not in LGOP
 Other Information Items

6.10. Appendix J – Government-Generated Solid Waste Methodology

Emissions from the waste sector are an estimate of methane generation that will result from the anaerobic decomposition of all organic waste sent to landfill in the base year. It is important to note that although these emissions are attributed to the inventory year in which the waste is generated, the emissions themselves will occur over the 100+ year timeframe that the waste will decompose. This frontloading of emissions is the approach taken by EPA's Waste Reduction Model (WARM). Attributing all future emissions to the year in which the waste was generated incorporates all emissions from actions taken during the inventory year into that year's greenhouse gas release. This facilitates comparisons of the impacts of actions taken between inventory years and between jurisdictions. It also simplifies the analysis of the impact of actions taken to reduce waste generation or divert it from landfills.

J.1 Estimating Waste Tonnages from San Benito County's Operations

Like most local governments, San Benito County does not directly track the amount of waste generated from its operations. Therefore, to estimate the amount of waste generated, AMBAG worked with Tri Cities Disposal, the hauler of waste for San Benito County in 2005. The amount of waste was estimated by compiling pick-up accounts owned by San Benito County. Garbage trucks do not weigh waste at each pick-up, therefore, it is not possible to directly track disposal figures in mass per facility. Mass of waste generation was estimated using volumetric container size (gallons, yards, etc.) data, along with pick-up frequency and average fill of containers. These data produced a comprehensive annual volumetric figure, which was then converted to mass using standard conversion factors supplied by the California Integrated Waste Management Board (CIWMB). Estimated waste *generation* was converted to final *disposal* (quantity sent to landfill) by applying average waste diversion percentages for each account. Where applicable, self-haul waste (waste brought directly from the local government to landfills) was included as part of this total.

J.2 Emissions Calculation Methods

As some types of waste (e.g., paper, plant debris, food scraps, etc.) generate methane within the anaerobic environment of a landfill and others do not (e.g., metal, glass, etc.), it is important to characterize the various components of the waste stream. Waste characterization for government-generated solid waste was estimated using the CIWMB's 2004 statewide waste characterization study.²⁷

Most landfills in the Bay Area capture methane emissions either for energy generation or for flaring. EPA estimates that 60 percent to 80 percent²⁸ of total methane emissions are recovered at the landfills to which San Benito County sends its waste. Following the recommendation of LGOP, AMBAG adopted a 75 percent methane recovery factor.

Recycling and composting programs are reflected in the emissions calculations as reduced total tonnage of waste going to the landfills. The model, however, does not capture the associated emissions reductions in "upstream" energy use

²⁷ CIWMB Waste Characterization Study-Public Administration Group available at <http://www.ciwmb.ca.gov/WasteChar/BizGrpCp.asps>.

²⁸ AP 42, section 2.4 Municipal Solid Waste, 2.4-6, <http://www.epa.gov/ttn/chief/ap42/index.html>

from recycling as part of the inventory.²⁹ This is in-line with the “end-user” or “tailpipe” approach taken throughout the development of this inventory. It is important to note that, recycling and composting programs can have a significant impact on greenhouse gas emissions when a full lifecycle approach is taken. Manufacturing products with recycled materials avoids emissions from the energy that would have been used during extraction, transporting and processing of virgin material.

J.2.1 Methane Commitment Method

CO₂e emissions from waste disposal were calculated using the methane commitment method outlined in the EPA WARM model. This model has the following general formula:

$$\text{CO}_2\text{e} = W_i * (1-R)A$$

Where: W_i is the quantify of waste type “i”

R is the methane recovery factor,

A is the CO₂e emissions of methane per metric ton of waste at the disposal site (the methane factor)

While the WARM model often calculates upstream emissions, as well as carbon sequestration in the landfill, these dimensions of the model were omitted for this particular study for two reasons:

This inventory functions on an end-use analysis, rather than a life-cycle analysis, which would calculate upstream emissions), and this inventory solely identifies emissions sources, and no potential sequestration “sinks.”

²⁹ “Upstream” emissions include emissions that may not occur in your jurisdiction resulting from manufacturing or harvesting virgin materials and transportation of them.

6.11. Appendix K – Conducting a Monitoring Inventory

The purpose of this appendix is to assist San Benito County staff in conducting a monitoring inventory to measure progress against the baseline established in this inventory report. Conducting such an inventory allows a local government to assess how well it is progressing toward achieving its emissions reduction targets.

The Local Government Operations Inventory was conducted by AMBAG in conjunction with Celia Martinez, Public Works Director at San Benito County, who served as the lead data gathering coordinator for the inventory. To facilitate a monitoring inventory, AMBAG has documented all of the raw data, data sources, and calculation methods used in this inventory. Future inventories should seek to replicate or improve upon the data and methods used in this inventory. Wherever possible, however, AMBAG strongly recommends institutionalizing internal data collection in order to be able to meet the recommended methods outlined in LGOP and IEAP, respectively.

K.1 ICLEI Tools for Local Governments

ICLEI has created a number of tools for San Benito County to use to assist them in future monitoring inventories. These tools were designed specifically for the AMBAG Regional Inventory Collaborative, and comply with the methods outlined in LGOP and IEAP. These tools are designed to work in conjunction with IEAP (community inventory) and LGOP (local government operations inventory), which is, and will remain, the primary reference document for conducting a local government operations emissions inventory. These tools include:

- A “master data workbook” that contains most or all of the raw data (including emails), data sources, emissions calculations, data templates, notes on inclusions and exclusions, and reporting tools (charts and graphs and the excel version of LGOP/IEAP reporting tool).
- A copy of all electronic raw data, such as finance records or Excel spreadsheets.
- LGOP/IEAP reporting tool (included in the master data sheet and in Appendix B) that has all activity data, emissions factors, and methods used to calculate emissions for this inventory.
- Sector-specific instructions that discuss the types of emissions, emissions calculations methods, and data required to calculate emissions from each sector, as well as instructions for using the data collection tools and calculators in the master data sheet.
- The appendices in this report include detailed methodologies for calculating emissions from Scope 3 employee commute and government-generated solid waste, as well as two versions of the employee commute survey.

K.2 Relationship to Other Monterey Bay Area Local Government Inventories

While the emissions inventories for the participating local governments were conducted simultaneously using the same tools and inventory protocol (LGOP), a GHG emissions inventory is based on data specific to each local government's operations. For this reason, data must be collected internally within each local government, and the availability of data (and thus emissions estimation methods) will vary between local governments, particularly for the local government operations inventories.

That said, local governments in the Monterey Bay Area may benefit by cooperating during the re-inventorying process. For example, by coordinating inventories, they may be able to hire a team of interns to collectively perform the inventories – saving money in the process (as with this initial inventory process). In addition, local staff may be able to learn from each other during the process or conduct group training sessions if necessary.

K.3 Improving Emissions Estimates

One of the benefits of the local government operations inventory is that local government staff can identify areas in their current data collection systems where data collection can be improved. For example, a local government may not directly track fuel consumption by each vehicle and instead will rely upon estimates based upon VMT or purchased fuel to calculate emissions. This affects both the accuracy of the emissions estimate and may have other implications for government operations as a whole.

During the inventory process, AMBAG and local government staff identified the following gaps in data that, if resolved, would allow San Benito County to meet the recommended methods outlined in LGOP in future inventories.

- Direct tracking of refrigerants recharged into HVAC and refrigeration equipment
- Direct tracking of fire suppressants recharged into fire suppression equipment
- Cost of fuel consumption by individual vehicles
- Odometer readings of individual vehicles
- Refrigerants recharged into vehicles in the vehicle fleet

AMBAG encourages staff to review the areas of missing data and establish data collection systems for this data as part of normal operations. In this way, when staff are ready to re-inventory for a future year, they will have the proper data to make a more accurate emissions estimate.

K.4 Conducting the Inventory

The following approach is recommended for local governments that wish to conduct a monitoring inventory:

Step 1: Identify a Climate Steward

This steward will be responsible for the jurisdiction's climate actions as a whole and could serve as an AMBAG liaison in all future climate work. In the context of a monitoring inventory, the steward will be responsible for initiating discussions on a new inventory.

Step 2: Determine which Sectors to Inventory

There are many ways to determine which sectors apply to a local government's operations, but the easiest to review will be LGOP Standard Report, which is located both in Appendix B and in the master data sheet. This document clearly delineates which sectors will need to be inventoried within a local government's operations and which LGOP sectors do not apply to a jurisdiction.

Step 3: Gather Support: Identify Data Gathering Team and Leads

Coordination and acceptance among all participating departments is an important factor in coordinating a successful inventory. To that end, the inventory coordinator should work with the County administrator to identify all staff who will need to be part of the inventory. To facilitate this process, AMBAG has documented all people associated with the inventory in the master data sheet—these names are located in the final completed data form for each sector. Once this team has been identified, the inventory coordinator should hold a kickoff meeting with the administrator, all necessary staff, and relevant department heads which clearly communicates the priority of the inventory in relationship to competing demands. At this meeting, the roles of each person, including the inventory coordinator, should be established.

Step 4: Review Types of Emissions and Available Methodologies for Applicable Sectors

Local staff should then review LGOP and the instructions documents provided through this inventory to better understand the types of emissions for each sector (for example, within Mobile Emissions, CO₂ emissions and CH₄/N₂O emissions represent two different data requirements and emissions calculations methodologies). Each emissions type may have more than one possible estimation methodology, and it is important that the inventory coordinator understands all possible methodologies and be able to communicate this to all parties assisting in the data gathering.

Step 5: Review Methodologies Used for the 2005 Inventory to Determine Data to Collect

In order to duplicate or improve upon the methods used in this inventory, local staff should again review the methods used for this inventory—these methods are again located in Appendix B—and within the master data sheet. These methods reflect the data limitations for each local government (as many local governments could not obtain data necessary to meet the recommended methods in LGOP). Wherever possible, these methods should be duplicated or, if it is possible, replaced with the recommended methods outlined in LGOP. Using these methodologies, staff will determine what data needs to be collected and communicate this effectively to the data gathering team.

Step 6: Begin Data Collection

With the exception of electricity and natural gas for stationary sources, all data collection will be internal. To obtain stationary source energy consumption data, staff will need to contact the AMBAG representative to determine who the contact is for PG&E data (other utilities will need to be contacted directly).

Step 7: Use the Data Forms as a Resource During Data Gathering

A number of questions will come up during the data gathering process that may be difficult to answer. AMBAG has attempted to capture all of the questions that arose during the 2005 inventory and how they were addressed through the master data sheet. Within the master data sheet, staff should review the raw data, working data, and completed data

forms to review how raw data was converted to final data, and also to review any notes taken by AMBAG staff during the 2005 inventory process.

For example, reviewing the stationary sources PG&E data within the master data sheet will allow local staff to review how individual accounts were separated into each category and which counts may have been excluded from the inventory.

Step 8: Use Emissions Software to Calculate Emissions

AMBAG has provided the staff lead on the 2005 inventory with a backup of the software used to calculate many of the emissions included in this report. Staff should use this (or more current ICLEI software) to calculate emissions by inputting the activity data into the software. ICLEI staff and ICLEI trainings are available to assist local government staff in calculating emissions.

Step 9: Report Emissions

The master data sheet also contains the LGOP Standard Reporting Template, which is the template adopted by CARB as the official reporting template for government operations emissions inventory. This tool, as well as the charts and graphs tool provided by ICLEI can be used to report emissions from government operations. Also, local government staff should utilize this narrative report as guide for a narrative report if they so choose.

Step 10: Standardize and Compare to Base Year

Conducting a monitoring inventory is meant to serve as a measuring point against the baseline year represented in this report. In order to make a more accurate comparison, it is necessary to standardize emissions from stationary sources based upon heating and cooling degree days (staff can use a ratio of heating /cooling degree days to standardize across years).

In addition, it is important, when comparing emissions across years, to clearly understand where emissions levels may have changed due to a change in methodology or due to excluding an emissions source. For example, if the default method was used to estimate refrigerant leakage in 2005 (this method highly overestimates these emissions), and the recommended method was available in a monitoring year, this would appear as a dramatic reduction in these emissions even though actual leaked refrigerants may be similar to the base year. Changes such as these should not be seen as progress toward or away from an emissions reduction target, but emissions estimates should be adjusted to create as much of an apples-to-apples comparison as possible. If such an adjustment is not possible, staff should clearly note the change in methodology between years when comparing emissions.

6.12. Appendix L – Local Government Operations Inventory Credits and Acknowledgements

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6.13. Appendix M – Community-Wide Inventory Credits and Acknowledgements

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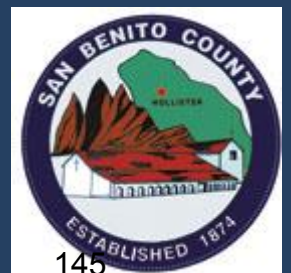
County of San Benito

DRAFT Energy Action Measures for Community Wide Climate Action Plan



Local Actions and Policies for Reducing Community-wide
Energy Consumption in the County of San Benito

Approved by [Local Authority]



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DRAFT

COUNTY OF SAN BENITO DRAFT ENERGY ACTION MEASURES

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APRIL 2012



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TABLE OF CONTENTS

Executive Summary	1
Measure and Analyze.....	2
Evaluating and Selecting Energy Measures.....	6
Monitor Progress and Refine Strategy	8
Conclusion	10
Acknowledgements and Program Contacts	11

This Program was administered by Pacific Gas and Electric Company (PG&E) using ratepayer funds under the auspices of the California Public Utilities Commission.

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EXECUTIVE SUMMARY

With the unprecedented energy challenges resulting from concerns about the limited supply of fossil fuels globally and our overall energy delivery infrastructure, coupled with an emerging public interest in energy conservation and sustainability, it is clear that action must be taken in communities throughout California. In order to address these concerns, County of San Benito is committed to reducing community-wide energy use through the enactment of policies, strategies, and actions that are both cost-effective and environmentally sound.

The purpose of this compendium of Draft Energy Action Measures is to provide guidance for County of San Benito to establish and achieve energy efficiency and conservation goals that may also significantly reduce the negative impacts of high energy costs and greenhouse gas emissions within the community. These draft measures were selected for possible inclusion in the County's Community-wide Climate Action Plan, and their potential to reduce energy consumption and greenhouse gas emissions within County of San Benito was quantified using industry-standard tools and methodologies. Implementing the energy policies and actions outlined in this plan will support the County of San Benito's efforts to meet the goals outlined in the Climate Action Plan, while also helping create and retain local energy service industry jobs and improving the economic resilience of the community through reduced energy bills.

This Energy Action Measures identified herein have the potential to yield an estimated total annual energy savings of more than 19,000 MBtu, with an associated cost savings of more than \$355,000 annually. Together these measures can also help County of San Benito reduce its annual energy-related greenhouse gas emissions by nearly 11,000 metric tons by 2020, thus contributing significantly to the County's greenhouse gas reduction goals and targets.

These draft mitigation measures are intended to help guide County of San Benito in making meaningful, cost-effective energy decisions. This document includes draft municipal and community-wide mitigation measures that were selected and configured to assist the County of San Benito in achieving longer-term energy efficiency and greenhouse gas reduction goals. This integration of municipal and community-wide strategies allows the County of San Benito to lead by example, while also spurring action in the Residential and Non-Residential sectors of the community. Readers and municipal implementers alike should keep in mind that the plan is predicated on a number of estimates and assumptions; it lays out projections, not certainties.

MEASURE AND ANALYZE

OVERVIEW

This section provides detailed analysis of two distinct datasets for the County of San Benito: 1) PG&E Annual Energy Consumption Data (2005 through 2011), and 2) Results of the AMBAG Energy Watch Community-wide Greenhouse Gas Inventories (2005 Baseline, and 2009 Update).

This quantitative analysis provides actionable insights and information regarding energy consumption and greenhouse gas (GHG) emissions in the County of San Benito, as well as the opportunities for cost-effective strategies for GHG reducing energy efficiency and conservation. This provides a solid foundation for the selection and modeling of appropriate, feasible, and cost-effective energy efficiency and conservation measures.

COMMUNITY-WIDE ENERGY CONSUMPTION

Establishing a community-wide energy consumption baseline against which future energy reductions will be measured is a key step in tracking energy usage and quantifying savings from reduction efforts. This section provides an overview of the County of San Benito's overall annual energy consumption and year-to-year consumption trends, including profiles of the Residential, Non-Residential, and Government sectors of the community.

For the purposes of this planning document, the Baseline Year for energy consumption and GHG emissions is 2005, and all trends and changes in energy consumption patterns will be measured against the Baseline Year in order to track and report progress.

Community-wide Annual Energy Usage Summary

In 2011 the total aggregated energy consumption for the County of San Benito community was 2,430,735 MBtu (Note- kWh of electricity consumption and therms of natural gas consumption have been converted to British Thermal Units to allow for summing and comparison purposes). The Residential sector accounts for 45% of the overall annual energy consumption, and the Non-Residential sector accounted for 55%. Natural gas consumption was 65% of the total energy load, while electricity represented the remaining 35%. Overall energy consumption has decreased by 7.5% between 2005 and 2011.

Figures 1 and 2 provide graphical representations of this summary, as well as year-to-year trending data.

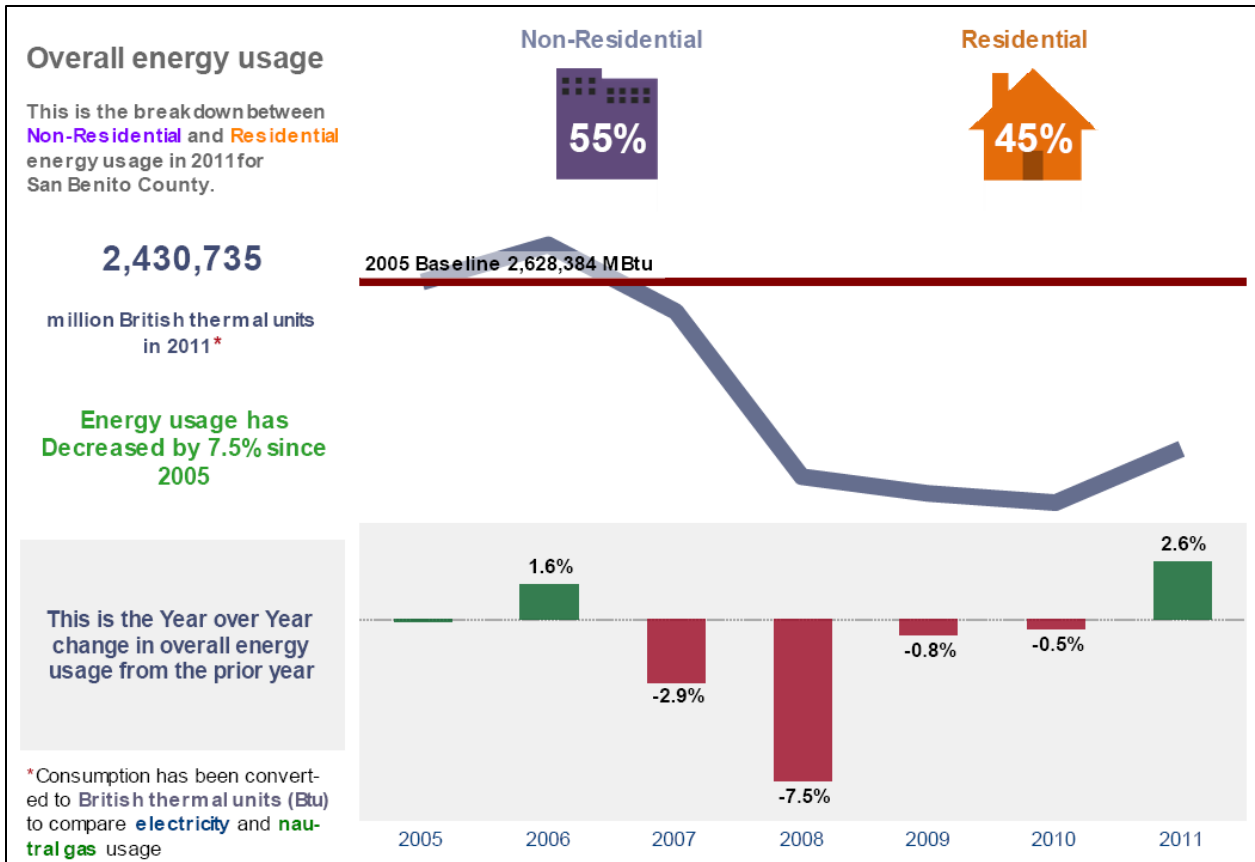


Figure 1- Overall Community-wide Annual Energy Usage Overview (Source: PG&E Energy Summary for the County of San Benito 2005-2011)

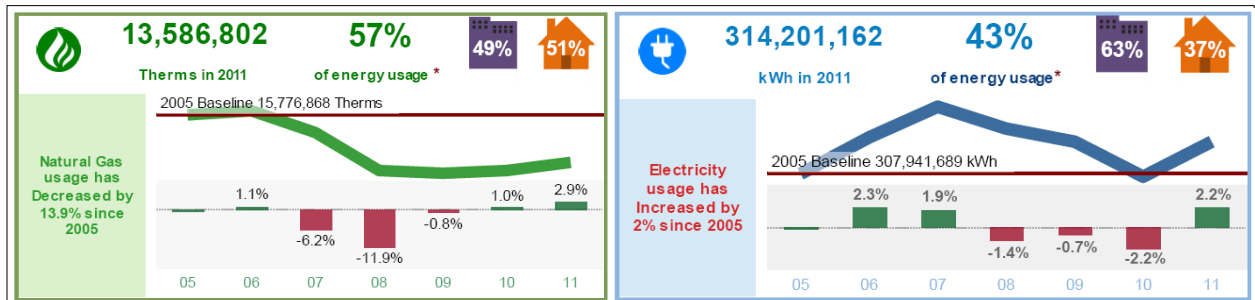


Figure 2- Natural Gas (Left) and Electricity (Right) Consumption Trends (Source: PG&E Energy Summary for the County of San Benito 2005-2011)

COMMUNITY-WIDE GREENHOUSE GAS INVENTORY AND FORECAST

GHG Inventories and Forecasts show the current and projected future contribution of community activities to GHG emissions. The County of San Benito completed a 2005 Baseline Greenhouse Gas (GHG) Inventory of municipal operations and community-wide emissions. A subsequent community-wide 2009 GHG Inventory Update and 2035 GHG Business As Usual Forecast (BAU) were also completed. The County of San Benito accomplished these important tasks by participating in the AMBAG Regional GHG Inventory Collaborative, in partnership with PG&E and ICLEI. The 2005 and 2009 GHG Inventories and 2035 Forecast were created using the industry-standard methodology and protocols for calculating community-wide GHG emissions that were developed by ICLEI and adopted by the State of California.

Greenhouse Gas Emissions Inventory

In 2005 County of San Benito's total annual GHG emissions were 111,197 metric tons of carbon dioxide equivalent (MTCO_{2e}). Approximately 49% of the total emissions (54,226 MTCO_{2e}) came from energy use in the built environment, meaning the emissions were the result of day-to-day activities in residential homes and commercial or industrial buildings in the County of San Benito. 23,248 MTCO_{2e} (or approximately 21% of the total emissions) came from energy use in the Residential sector, while 30,978 MTCO_{2e} (or approximately 28% of the total emissions) came from energy use in the Commercial/Industrial sector. The balance of the total annual emissions was a result of Transportation on local roads, Solid Waste Generation and Wastewater Treatment, which are included here to provide the reader context and to show the proportional contribution of each sector to the total community-wide GHG emissions.

In 2010 the County of San Benito's total annual GHG emissions were 110,787 MTCO_{2e}, which is relatively unchanged from 2005 levels. During the period between 2005 and 2010, the Residential sector emissions decreased by approximately 5% to 22,142 MTCO_{2e}, while Commercial/Industrial sector emissions decreased by approximately 8% to 28,604 MTCO_{2e}.

It is important to note here that the GHG Emission Factor for electricity—the amount of CO_{2e} per kWh or electricity consumed—changes from year to year depending on various external factors such as the amount of annual precipitation, which affects how much clean electricity is produced by the State's hydroelectric facilities, as well as PG&E's overall energy mix (i.e. the proportional amount of carbon-free renewable energy and fossil fuels used to generate the electricity provided by PG&E). This means that even though a community might reduce the amount of electricity it consumes during a given period of time, the actual electricity-related GHG emissions produced by the community may actually increase.

The results of the 2005 Baseline GHG Inventory and the subsequent 2010 GHG Inventory Update are summarized in Table 5 below.

Table 1- 2005 & 2009 GHG Inventory (Source: AMBAG Energy Watch)

Sector	2005	2010	Percent Change from 2005 Baseline
Residential	23,248	22,142	-5%
Commercial / Industrial	30,978	28,604	-8%
Transportation	53,672	56,917	6%
Waste Generation	3,299	3,124	-5%
TOTAL	111,197	110,787	0%

2035 Business As Usual Greenhouse Gas Emissions Forecast

In order to plan for GHG emission reductions strategies jurisdictions must estimate (or “forecast”) future emissions under a Business As Usual (BAU) scenario, which assumes no policies or actions are implemented to curb GHG emissions. GHG Forecasting takes into account historical emission levels established in the Baseline year, as well as expected growth or changes in conditions within the jurisdiction (i.e. - changes in population, expected new development in the Residential and/or Commercial/Industrial sectors, etc.).

As the federally designated Metropolitan Planning Organization (MPO), AMBAG creates and publishes the Regional Forecast periodically. This Regional Forecast estimates future changes in Population, Housing Units, and Employment patterns for each jurisdiction in the AMBAG territory. The most recently published Regional Forecast was adopted in 2008, and estimates growth in these three important metrics out to the year 2035. The 2008 AMBAG Regional Forecast provides Compound Annual Growth Rates (CAGR), which have been applied to the appropriate sectors of the 2005 Baseline GHG Inventory to create the 2035 BAU GHG Forecast for County of San Benito.

The County of San Benito’s overall annual GHG emissions would increase by approximately 63% over 2005 levels by the year 2035 under a business as usual scenario. During that same period of time emissions resulting from energy use in the Residential sector would increase by 77% while emissions from energy use in the Commercial/Industrial sector would increase by 28%

The results of the 2035 BAU GHG Forecast are summarized in Table 6.

Table 2-2035 Business As Usual GHG Forecast (Source: AMBAG Energy Watch)

Sector	2005	CAGR	2035 Forecast	% Change from 2005
Residential	23,248	1.93%	41,252	77%
Commercial / Industrial	30,978	0.83%	39,696	28%
Transportation	53,672	1.93%	95,238	77%
Waste Generation	3,299	1.69%	5,454	65%
TOTAL	111,197	n/a	181,640	63%

EVALUATING AND SELECTING ENERGY MEASURES

AMBAG Energy Watch staff worked closely with municipal staff from The County of San Benito, as well as staff from our partners PG&E and ICLEI, to identify existing local energy-related programs and select new energy efficiency and conservation measures that are feasible within the unique context of the County of San Benito community. Data regarding existing energy use patterns as well as planned or expected residential and commercial developments within The County of San Benito's boundaries was collected and analyzed. This provided insights into what specific energy efficiency and conservation measures were most likely to a) be cost-effective and b) yield significant economic and/or environmental benefits.

Based on this analysis, an initial set of energy measures were selected for possible inclusion in the County's Climate Action Plan. The potential energy and cost savings and GHG emission reductions for each selected measure were calculated using the Statewide Energy Efficiency Collaborative (SEEC) Climate and Energy Management Suite (CEMS) suite of tools developed by ICLEI. The SEEC CEMS tools were created to provide California jurisdictions a no-cost, high-caliber mechanism for developing climate and energy action plans, as well as GHG Inventories and Forecasts. The tools provide a broad palette of off-the-shelf energy efficiency and conservation measures to select from, each with a corresponding calculator designed to estimate the potential benefits of the measure based on existing and planned conditions within a specific community. Users may also define their own measures, and are able to input the related projections and calculations for those measures, so any quantifiable policy or action can be included in the overall plan.

Each of the policies and actions considered were assessed based on their estimated potential for energy savings, cost savings, and GHG reductions. The measures that were selected were found to be the most effective and beneficial given The County of San Benito's historical energy consumption patterns and other existing conditions within the community.

This assessment recognizes the broad value of energy efficiency for the County of San Benito community. Not only will energy efficiency actions reduce consumer utility bills, but they also provide an opportunity to improve the quality of homes and businesses, improve the indoor comfort of buildings, and reduce ongoing maintenance costs. Through energy efficiency projects such as improvements to insulation or heating and cooling system upgrades, property owners will be able to improve building quality. Large-scale energy efficiency projects also have the potential to increase property and resale value. Actions in government facilities also contribute to responsible fiscal stewardship of public funds and demonstrate leadership by example.

Table 7 below lists the selected energy efficiency and conservation measures and the estimated benefits associated with each measure. The measures appear in Table 7 in order of greatest estimated benefit, with the measures that are expected to yield the greatest energy use and GHG emission reductions appearing at the top of the list. Measure Reference Numbers are provided for each measure and detailed calculations, including all assumptions and coefficients, are provided in Appendix A.

Table 7- Overview of Selected Energy Efficiency and Conservation Measures (Source: AMBAG Energy Watch)

Measure Reference Number	Energy Measure	Estimated Annual Reduction in CO2e	Estimated 1 st Year Energy Savings in mmbtu*	Estimated 1 st Year Utility Cost Savings*
CW-1	Renewable Energy - Solar Power	119	1,400	\$51,344
	Renewable Energy - Solar Power (installed To-date)	1,627	19,125	\$701,150
CW-2	Beyond Title 24 - Commercial	1,165	1,319	\$37,588
	Beyond Title 24 - Residential	1,108	844	\$12,390
CW-3	AMBAG Energy Watch Retrofits (implemented to-date)	512	7,618	\$154,544
	AMBAG Energy Watch Retrofits (Future)	500	1,172	\$23,776
NR-1	Building Energy - Green Business Programs	290	n/a	n/a
NR-2	Building Energy - 3rd Party Commissioning	185	2,733	\$56,875
RES-1	Energy Efficiency Retrofits at Time of Sale	148	2,555	\$34,500
RES-2	Renewable Energy - Solar Water Heaters	77	1,379	\$16,499
RES-3	Building Energy - Weatherization Programs	47	812	\$10,588
CW-4	Water Efficiency - Shower Heads	22	370	\$4,385
	Water Efficiency - Faucets	10	174	\$2,056
	Water Efficiency - Toilets	5	51	\$1,860
MEASURE REFERENCE KEY: CW = Community-wide Measure NR = Non-Residential Measure RES = Residential Measure		TOTALS	19,029	\$355,060

*Notes- Due to current limitations with the SEEC CEMS tools used to calculate these estimates, the Annual Energy Savings and Annual Utility Cost Savings estimates are for the first year of implementation. While these benefits are likely to accumulate and increase for each subsequent year, the software does not currently provide an accurate way to estimate the cumulative energy reduction or cost saving impacts of the included measures. The 1st Year Energy and Utility Cost Savings estimates are for the 1st year after implementation begins, and the Cost Savings estimates are strictly utility bill savings (i.e.- do not include other savings such as avoided maintenance, etc.). The estimates are generated using the following average energy costs: \$0.125/kWh for electricity, \$1.00/therm for natural gas. A detailed summary of all of the data, assumptions, and calculations behind the projected benefits for each of the measures described in this section are provided in Appendix A.

MONITOR PROGRESS AND REFINE STRATEGY

A Climate Action Plan is a living document that should be monitored and updated on a regular basis. To achieve the stated goals, the County of San Benito should have a system in place for reporting progress and building on the projects outlined here, identifying other potential energy saving projects, tracking projects that have been implemented, and updating the overall goals and strategies of the plan when necessary.

Track and Report Reductions

In order to track the County of San Benito's progress towards the established energy and GHG emission reduction goals it is important for municipal staff to monitor measure implementation regularly. This will allow the County of San Benito to verify which measures are achieving their intended outcomes, and understand whether changes to existing measures or adding new measures is necessary in order to meet the established goals and performance targets.

The estimated economic and environmental benefits associated with each included measure were calculated using the SEEC CEMS tools, which are also setup to facilitate tracking and reporting the actual measure outcomes and overall progress. A supplemental progress report should be assembled once each year to highlight successes and positive outcomes, as well as any unforeseen obstacles or deficiencies in the energy efficiency and conservation strategies. AMBAG Energy Watch staff will provide support to municipal staff to ensure that the process of tracking measure outcomes and reporting overall progress towards established goals to the County Administration and community stakeholders is manageable.

Annual Energy-related GHG Emissions Forecast

An Adjusted Annual GHG Forecast, which estimates the impacts of energy efficiency and conservation measures on future GHG emissions, is one good way to track progress towards The County of San Benito's established goals. As the County of San Benito's Annual GHG Inventory is updated, which should be completed in regular intervals (i.e. - every 5 years), the Adjusted Annual GHG Forecast will allow municipal staff to verify whether the measures are performing as expected.

Table 8 provides a numerical representation of the expected GHG emissions and reduction benefits resulting from the implementation of all of the energy action measures contained in this Draft EAS.

Table 8- Adjusted Energy-related GHG Forecast With All Included Energy Mitigation Measures
 (Source: AMBAG Energy Watch)

Year	BAU Forecast	Adjusted Forecast	MTCO2e Reduced	Reduction from BAU	Reduction from 2005
2005	54,226	54,226	n/a	n/a	0%
2006	54,932	54,420	n/a	n/a	0%
2007	55,648	55,137	n/a	n/a	-2%
2008	56,376	55,864	n/a	n/a	-3%
2009	57,115	56,603	n/a	n/a	-4%
2010	57,865	57,353	n/a	n/a	-6%
2011	58,626	58,115	n/a	n/a	-7%
2012	59,400	55,716	n/a	n/a	-3%
2013	60,185	55,604	4,581	8%	-3%
2014	60,983	55,505	5,478	9%	-2%
2015	61,793	55,418	6,374	10%	-2%
2016	62,615	55,344	7,271	12%	-2%
2017	63,450	55,283	8,168	13%	-2%
2018	64,299	55,234	9,065	14%	-2%
2019	65,160	55,199	9,961	15%	-2%
2020	66,035	55,177	10,858	16%	-2%
2021	66,924	55,459	11,465	17%	-2%
2022	67,827	56,294	11,532	17%	-4%
2023	68,744	57,144	11,600	17%	-5%
2024	69,675	58,007	11,668	17%	-7%
2025	70,621	58,886	11,735	17%	-9%
2026	71,582	59,779	11,803	16%	-10%
2027	72,558	61,437	11,121	15%	-13%
2028	73,550	62,600	10,950	15%	-15%
2029	74,557	63,778	10,779	14%	-18%
2030	75,581	64,973	10,608	14%	-20%
2031	76,620	65,893	10,727	14%	-22%
2032	77,677	66,950	10,727	14%	-23%
2033	78,750	68,023	10,727	14%	-25%
2034	79,840	69,113	10,727	13%	-27%
2035	80,948	70,721	10,227	13%	-30%



CONCLUSION

These draft energy mitigation measures offer valuable insights regarding feasible and cost-effective energy efficiency and conservation strategies within the context of the County of San Benito climate action planning and greenhouse gas reduction efforts. This compendium of energy measures provides a pathway for achieving significant reductions in the community's overall annual energy consumption, as well as the related GHG emissions. The included energy policies and actions have been selected with the unique needs and circumstances of the County of San Benito community in mind, and they were customized to reflect existing and expected conditions in the community.

By implementing the energy measures contained herein, the County of San Benito can demonstrate its leadership and recognizes the value of energy efficiency and conservation as powerful and dynamic tools that reflects the community's identity and supports the County of San Benito's objectives.

ACKNOWLEDGEMENTS AND PROGRAM CONTACTS

Acknowledgements

The Association of County of San Benito Bay Area Governments would like to thank the following staff for their contributions to this project.

County of San Benito

Gary Armstrong

Pacific Gas and Electric

Leif Christiansen

Lynn Galal

Kerynn Gianotti

John Joseph

Devika Pant

Christina Prestella

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SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 5.

MEETING DATE: 6/11/2019

DEPARTMENT: COUNTY ADMINISTRATION OFFICE

DEPT HEAD/DIRECTOR: Ray Espinosa

AGENDA ITEM PREPARER: Dulce Alonso

SBC DEPT FILE NUMBER: 156

SUBJECT:

COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Receive draft resolution amending the Gann Limit for Fiscal Year 2018-2019, and continue to June 25, 2019 for adoption as the proposed resolution needs to be available for public review for 15 days.

SBC FILE NUMBER: 156

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2018, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2018-19. The population percentage change data excludes federal and state institutionalized populations and military populations.

The Board previously adopted the County's GANN limit for fiscal year 2018-2019 during last year's budget hearings. Based on information in the CAFR, County staff is revising the fiscal year end June 30, 2018 to \$34,625,401 which changes the GANN Limit for fiscal year end June 30, 2019 to \$36,028,969.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Receive draft resolution amending the Gann Limit for Fiscal Year 2018-2019, and continue to June 25, 2019 for adoption as the proposed resolution needs to be available for public review for 15 days.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Board Resolution Amending FY 18-19 GANN	6/6/2019	Resolution
2018-05 Department of Finance Price Factor and Population Information	5/31/2019	Cover Memo
2017-05 Department of Finance Price Factor and Population Information	6/6/2019	Cover Memo
FY17-18_GANN_Revised	6/6/2019	Cover Memo
FY18-19_GANN_Revised	6/6/2019	Cover Memo

BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO

A RESOLUTION OF THE SAN BENITO COUNTY)
BOARD OF SUPERVISORS AMENDING THE) RESOLUTION NO. 2019-____
GANN LIMIT FOR FISCAL YEAR 2018-2019)

WHEREAS, in November of 1979, the California electorate adopted Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called the "Gann Limits," for public agencies, including California counties; and

WHEREAS, the County must establish a projected Gann Limit for the 2018-2019 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law; and

WHEREAS, the Board of Supervisors of the County of San Benito adopted the fiscal year 2018-2019 Gann limit on June 25, 2018 during its regularly scheduled budget hearings;

WHEREAS, a revision to the adopted fiscal year 2018-2019 Gann limit is attached hereto and incorporated herein by reference as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of San Benito hereby provides public notice that the calculations and documentation of the Gann Limit for fiscal year 2018-2019 set forth in Exhibit A is made in accordance with applicable Constitutional and statutory law; and

BE IT FURTHER RESOLVED that the Board of Supervisors hereby declares that the appropriations in the Budget for the 2018-19 fiscal year do not exceed the limitations imposed by Proposition 4; and

BE IT FURTHER RESOLVED that the Board of Supervisors hereby directs the Clerk of the Board to make copies of this Resolution along with the appropriate attachments available to citizens of the County of San Benito on the County's website <http://cosb.us> and upon request.

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO THIS 25TH DAY OF June, 2019 BY THE FOLLOWING VOTE:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Date: _____

By: _____
Mark Medina, Chairman

ATTEST:
Janet Slibsager, Clerk of the Board

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

By: _____

By: Shirley L. Murphy 6/6/19
Shirley L. Murphy, Deputy County Counsel

Exhibit A

County of San Benito
Gann Appropriations Limit (revised)
For the year ended June 30, 2019

GANN Limit for the fiscal year ended June 30, 2018 (revised)		\$34,625,401
Per Capita Personal Income Factor	1.0367	
Population Change Factor	<u>1.0037</u>	
GANN Limit Increase Factor	1.04053579	<u>1.04053579</u>
GANN Limit for fiscal year ended June 30, 2019 (revised)		\$36,028,969

Price Factor: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2018-19 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2018-19	3.67

Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	Percent Change 2017-2018	-- Population Minus Exclusions --		Total Population
		1-1-17	1-1-18	1-1-2018
San Benito				
Hollister	0.67	38,458	36,703	36,703
San Juan Bautista	-0.95	1,891	1,873	1,873
Unincorporated	-0.10	18,530	18,512	18,512
County Total	0.37	56,879	57,088	57,088



May 2018

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2018, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2018-19. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2018-19 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2018.**

Please Note: The prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN
Director
By:

AMY M. COSTA
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2018-19 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2018-19	3.67

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2018-19 appropriation limit.

2018-19:

Per Capita Cost of Living Change = 3.67 percent
Population Change = 0.78 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.67 + 100}{100} = 1.0367$

Population converted to a ratio: $\frac{0.78 + 100}{100} = 1.0078$

Calculation of factor for FY 2018-19: $1.0367 \times 1.0078 = 1.0448$

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Alameda				
Alameda	0.37	77,173	77,456	78,863
Albany	2.18	18,646	19,053	19,053
Berkeley	0.97	120,700	121,874	121,874
Dublin	4.66	58,777	61,514	63,241
Emeryville	-0.01	11,995	11,994	11,994
Fremont	0.66	233,893	235,439	235,439
Hayward	0.36	161,455	162,030	162,030
Livermore	1.06	90,454	91,411	91,411
Newark	3.94	45,668	47,467	47,467
Oakland	0.31	427,503	428,827	428,827
Piedmont	0.08	11,309	11,318	11,318
Pleasanton	3.20	76,748	79,201	79,201
San Leandro	0.25	87,376	87,598	87,598
Union City	0.02	72,975	72,991	72,991
Unincorporated	0.19	148,547	148,823	148,895
County Total	0.84	1,643,219	1,656,996	1,660,202

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Alpine				
Unincorporated	-0.17	1,156	1,154	1,154
County Total	-0.17	1,156	1,154	1,154

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Amador				
Amador	-2.11	190	186	186
Ione	-2.51	4,138	4,034	8,058
Jackson	-1.72	4,761	4,679	4,679
Plymouth	-0.79	1,010	1,002	1,002
Sutter Creek	-1.04	2,505	2,479	2,479
Unincorporated	-2.41	22,167	21,633	21,690
County Total	-2.18	34,771	34,013	38,094

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Butte				
Biggs	0.00	1,913	1,913	1,913
Chico	1.04	91,398	92,348	92,348
Gridley	0.10	6,930	6,937	6,937
Oroville	0.76	18,008	18,144	18,144
Paradise	1.31	26,228	26,572	26,572
Unincorporated	-0.27	81,926	81,707	81,707
County Total	0.54	226,403	227,621	227,621

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Calaveras				
Angels City	0.32	4,108	4,121	4,121
Unincorporated	-0.08	40,981	40,949	41,036
County Total	-0.04	45,089	45,070	45,157

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Colusa				
Colusa	-0.26	6,257	6,241	6,241
Williams	1.86	5,365	5,465	5,465
Unincorporated	-0.35	10,428	10,392	10,392
County Total	0.22	22,050	22,098	22,098

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Contra Costa				
Antioch	0.70	112,280	113,061	113,061
Brentwood	2.70	61,383	63,042	63,042
Clayton	0.78	11,342	11,431	11,431
Concord	0.68	128,282	129,159	129,159
Danville	0.79	44,048	44,396	44,396
El Cerrito	1.07	24,674	24,939	24,939
Hercules	0.50	26,185	26,317	26,317
Lafayette	0.94	25,416	25,655	25,655
Martinez	0.70	37,831	38,097	38,097
Moraga	0.74	16,866	16,991	16,991
Oakley	1.52	41,116	41,742	41,742
Orinda	0.98	19,012	19,199	19,199
Pinole	0.71	19,101	19,236	19,236
Pittsburg	1.83	71,342	72,647	72,647
Pleasant Hill	0.35	34,944	35,068	35,068
Richmond	0.77	110,114	110,967	110,967
San Pablo	0.67	31,383	31,593	31,593
San Ramon	1.58	81,354	82,643	82,643
Walnut Creek	0.15	70,558	70,667	70,667
Unincorporated	0.25	171,998	172,429	172,513
County Total	0.88	1,139,229	1,149,279	1,149,363

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Del Norte				
Crescent City	-0.37	4,033	4,018	6,590
Unincorporated	-1.21	20,804	20,553	20,631
County Total	-1.07	24,837	24,571	27,221

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
El Dorado				
Placerville	0.70	10,568	10,642	10,642
South Lake Tahoe	3.91	21,068	21,892	21,892
Unincorporated	0.82	154,490	155,764	155,865
County Total	1.17	186,126	188,298	188,399

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Fresno				
Clovis	3.03	110,532	113,883	113,883
Coalinga	0.81	12,518	12,620	16,791
Firebaugh	0.81	8,047	8,112	8,112
Fowler	2.45	6,092	6,241	6,241
Fresno	0.87	533,333	537,972	538,330
Huron	0.38	7,274	7,302	7,302
Kerman	2.31	14,743	15,083	15,083
Kingsburg	1.45	12,215	12,392	12,392
Mendota	2.96	11,704	12,051	12,051
Orange Cove	2.05	9,279	9,469	9,469
Parlier	1.37	15,283	15,493	15,493
Reedley	1.41	26,023	26,390	26,390
Sanger	1.52	26,249	26,648	26,648
San Joaquin	0.59	4,095	4,119	4,119
Selma	0.64	24,585	24,742	24,742
Unincorporated	1.05	167,529	169,281	170,183
County Total	1.24	989,501	1,001,798	1,007,229

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Glenn				
Orland	1.12	7,844	7,932	7,932
Willows	-0.03	6,066	6,064	6,064
Unincorporated	-0.16	14,724	14,700	14,800
County Total	0.22	28,634	28,696	28,796

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Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Humboldt				
Arcata	0.05	18,388	18,398	18,398
Blue Lake	-1.61	1,301	1,280	1,280
Eureka	-0.52	26,500	26,362	26,362
Ferndale	-0.44	1,373	1,367	1,367
Fortuna	0.28	12,008	12,042	12,042
Rio Dell	-0.21	3,355	3,348	3,348
Trinidad	1.49	335	340	340
Unincorporated	-0.45	72,988	72,662	72,865
County Total	-0.33	136,248	135,799	136,002

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Imperial				
Brawley	1.11	27,116	27,417	27,417
Calexico	1.15	40,732	41,199	41,199
Calipatria	1.79	3,678	3,744	7,488
El Centro	1.99	45,413	46,315	46,315
Holtville	2.39	6,349	6,501	6,501
Imperial	5.62	18,341	19,372	19,372
Westmorland	2.02	2,279	2,325	2,325
Unincorporated	0.17	36,142	36,202	40,007
County Total	1.68	180,050	183,075	190,624

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Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Inyo				
Bishop	-0.38	3,937	3,922	3,922
Unincorporated	-0.03	14,561	14,557	14,655
County Total	-0.10	18,498	18,479	18,577

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Kern				
Arvin	1.80	21,312	21,696	21,696
Bakersfield	1.12	382,570	386,839	386,839
California City	-0.36	12,462	12,417	14,875
Delano	1.07	44,209	44,680	53,276
Maricopa	2.21	1,131	1,156	1,156
McFarland	1.62	13,230	13,444	15,105
Ridgecrest	1.37	27,688	28,066	28,822
Shafter	3.98	17,937	18,650	19,271
Taft	0.82	6,706	6,761	9,482
Tehachapi	2.05	8,627	8,804	12,299
Wasco	2.36	22,177	22,700	27,691
Unincorporated	0.70	310,418	312,576	315,289
County Total	1.07	868,467	877,789	905,801

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Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Kings				
Avenal	0.57	8,899	8,950	13,053
Corcoran	0.49	12,756	12,818	21,450
Hanford	1.21	57,482	58,176	58,176
Lemoore	0.82	25,681	25,892	25,892
Unincorporated	0.99	26,037	26,294	33,091
County Total	0.97	130,855	132,130	151,662

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Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Lake				
Clearlake	-1.45	16,151	15,917	15,917
Lakeport	0.18	5,125	5,134	5,134
Unincorporated	1.31	43,376	43,944	44,030
County Total	0.53	64,652	64,995	65,081

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Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Lassen				
Susanville	2.84	8,380	8,618	14,954
Unincorporated	1.62	14,636	14,873	15,957
County Total	2.06	23,016	23,491	30,911

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Los Angeles				
Agoura Hills	0.10	20,858	20,878	20,878
Alhambra	0.28	86,420	86,665	86,665
Arcadia	0.34	57,506	57,704	57,704
Artesia	0.07	16,695	16,706	16,792
Avalon	0.18	3,860	3,867	3,867
Azusa	0.70	49,606	49,954	49,954
Baldwin Park	0.32	76,463	76,708	76,708
Bell	0.08	36,297	36,325	36,325
Bellflower	0.28	77,466	77,682	77,682
Bell Gardens	0.19	42,971	43,051	43,051
Beverly Hills	0.18	34,443	34,504	34,504
Bradbury	0.09	1,068	1,069	1,069
Burbank	0.11	107,029	107,149	107,149
Calabasas	0.47	24,183	24,296	24,296
Carson	0.37	93,453	93,799	93,799
Cerritos	0.07	50,025	50,058	50,058
Claremont	0.42	36,293	36,446	36,446
Commerce	0.05	13,061	13,067	13,067
Compton	0.12	99,751	99,872	99,872
Covina	0.21	48,901	49,006	49,006
Cudahy	0.06	24,328	24,343	24,343
Culver City	0.03	39,847	39,860	39,860
Diamond Bar	0.38	57,245	57,460	57,460
Downey	0.42	113,670	114,146	114,146
Duarte	0.06	21,999	22,013	22,013
El Monte	0.22	116,942	117,204	117,204
El Segundo	0.04	16,777	16,784	16,784
Gardena	0.42	60,987	61,246	61,246
Glendale	1.90	201,705	205,536	205,536
Glendora	0.48	52,452	52,703	52,703
Hawaiian Gardens	0.28	14,625	14,666	14,666
Hawthorne	0.07	88,706	88,772	88,772
Hermosa Beach	-0.06	19,684	19,673	19,673
Hidden Hills	-0.42	1,900	1,892	1,892
Huntington Park	0.08	59,425	59,473	59,473
Industry	0.00	437	437	437
Inglewood	0.07	113,476	113,559	113,559
Irwindale	2.55	1,414	1,450	1,450

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	Percent Change	--- Population Minus Exclusions ---		Total Population
	2017-2018	1-1-17	1-1-18	1-1-2018
La Canada Flintridge	0.22	20,638	20,683	20,683
La Habra Heights	0.02	5,453	5,454	5,454
Lakewood	0.07	81,126	81,179	81,179
La Mirada	0.06	49,558	49,590	49,590
Lancaster	0.20	156,617	156,931	161,485
La Puente	0.11	40,640	40,686	40,686
La Verne	0.27	33,169	33,260	33,260
Lawndale	0.08	33,580	33,607	33,607
Lomita	0.27	20,659	20,715	20,715
Long Beach	0.20	477,551	478,498	478,561
Los Angeles	0.82	4,018,598	4,051,443	4,054,400
Lynwood	0.17	71,895	72,015	72,015
Malibu	0.14	12,939	12,957	12,957
Manhattan Beach	0.08	35,961	35,991	35,991
Maywood	0.08	28,021	28,044	28,044
Monrovia	0.13	38,735	38,787	38,787
Montebello	0.29	64,142	64,327	64,327
Monterey Park	0.14	62,154	62,240	62,240
Norwalk	0.23	106,485	106,735	107,546
Palmdale	0.16	158,658	158,905	158,905
Palos Verdes Estates	0.08	13,508	13,519	13,519
Paramount	0.16	55,909	56,000	56,000
Pasadena	0.70	143,379	144,388	144,388
Pico Rivera	0.14	64,170	64,260	64,260
Pomona	0.63	154,718	155,687	155,687
Rancho Palos Verdes	0.22	42,611	42,706	42,723
Redondo Beach	0.11	68,602	68,677	68,677
Rolling Hills	0.05	1,938	1,939	1,939
Rolling Hills Estates	0.06	8,106	8,111	8,111
Rosemead	0.60	54,940	55,267	55,267
San Dimas	0.10	34,471	34,507	34,507
San Fernando	0.17	24,560	24,602	24,602
San Gabriel	0.34	40,781	40,920	40,920
San Marino	0.13	13,255	13,272	13,272
Santa Clarita	0.58	215,348	216,589	216,589
Santa Fe Springs	0.65	18,172	18,290	18,335
Santa Monica	0.12	92,305	92,416	92,416
Sierra Madre	0.12	10,973	10,986	10,986
Signal Hill	1.68	11,555	11,749	11,749
South El Monte	0.09	20,864	20,882	20,882

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
South Gate	0.09	98,047	98,133	98,133
South Pasadena	0.08	26,026	26,047	26,047
Temple City	0.48	36,236	36,411	36,411
Torrance	0.06	149,157	149,245	149,245
Vernon	0.00	209	209	209
Walnut	1.01	30,151	30,457	30,457
West Covina	-0.04	108,289	108,245	108,245
West Hollywood	2.53	35,818	36,723	36,723
Westlake Village	0.06	8,353	8,358	8,358
Whittier	0.29	87,117	87,369	87,369
Unincorporated	0.24	1,053,811	1,056,312	1,057,162
County Total	0.51	10,221,926	10,274,346	10,283,729

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Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Madera				
Chowchilla	1.69	12,085	12,289	18,835
Madera	1.62	65,172	66,225	66,225
Unincorporated	0.76	73,277	73,834	73,834
County Total	1.21	150,534	152,348	158,894

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Marin				
Belvedere	0.19	2,131	2,135	2,135
Corte Madera	4.30	9,625	10,039	10,039
Fairfax	0.01	7,533	7,534	7,534
Larkspur	0.21	12,325	12,351	12,351
Mill Valley	0.05	14,956	14,963	14,963
Novato	0.01	54,255	54,263	54,551
Ross	-0.12	2,536	2,533	2,533
San Anselmo	0.14	12,982	13,000	13,000
San Rafael	-0.02	60,661	60,651	60,651
Sausalito	-0.11	7,234	7,226	7,226
Tiburon	0.01	9,647	9,648	9,648
Unincorporated	-0.01	65,314	65,306	69,255
County Total	0.17	259,199	259,649	263,886

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Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Mariposa				
Unincorporated	-0.14	18,055	18,030	18,129
County Total	-0.14	18,055	18,030	18,129

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Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Mendocino				
Fort Bragg	0.85	7,449	7,512	7,512
Point Arena	2.52	437	448	448
Ukiah	2.12	15,889	16,226	16,226
Willits	0.71	5,092	5,128	5,128
Unincorporated	-0.40	60,064	59,822	59,985
County Total	0.23	88,931	89,136	89,299

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Fiscal Year 2018-19

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January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Merced				
Atwater	1.80	30,684	31,235	31,235
Dos Palos	3.42	5,491	5,679	5,679
Gustine	1.59	5,782	5,874	5,874
Livingston	2.55	13,972	14,328	14,328
Los Banos	2.44	40,009	40,986	40,986
Merced	0.93	85,953	86,750	86,750
Unincorporated	1.93	92,060	93,841	95,125
County Total	1.73	273,951	278,693	279,977

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Fiscal Year 2018-19

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January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Modoc				
Alturas	0.84	2,844	2,868	2,868
Unincorporated	0.24	6,640	6,656	6,744
County Total	0.42	9,484	9,524	9,612

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Fiscal Year 2018-19

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January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Mono				
Mammoth Lakes	0.13	8,305	8,316	8,316
Unincorporated	0.98	5,322	5,374	5,506
County Total	0.46	13,627	13,690	13,822

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Fiscal Year 2018-19

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Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Monterey				
Carmel-By-The-Sea	0.16	3,744	3,750	3,750
Del Rey Oaks	-0.06	1,693	1,692	1,692
Gonzales	-0.07	8,593	8,587	8,587
Greenfield	-0.05	18,016	18,007	18,007
King City	0.53	14,802	14,880	14,880
Marina	1.27	22,143	22,424	22,424
Monterey	0.11	24,586	24,614	28,323
Pacific Grove	-0.07	15,671	15,660	15,660
Salinas	0.16	161,521	161,784	161,784
Sand City	4.51	377	394	394
Seaside	0.28	30,173	30,258	34,270
Soledad	1.65	17,176	17,459	26,246
Unincorporated	0.44	106,239	106,702	107,264
County Total	0.35	424,734	426,211	443,281

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Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Napa				
American Canyon	1.24	20,733	20,990	20,990
Calistoga	0.30	5,318	5,334	5,334
Napa	0.26	80,198	80,403	80,403
St Helena	0.59	6,082	6,118	6,118
Yountville	0.99	2,014	2,034	2,874
Unincorporated	-3.71	25,251	24,315	25,575
County Total	-0.29	139,596	139,194	141,294

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Fiscal Year 2018-19

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January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Nevada				
Grass Valley	0.05	13,035	13,041	13,041
Nevada City	-0.19	3,232	3,226	3,226
Truckee	2.52	16,271	16,681	16,681
Unincorporated	0.20	66,001	66,130	66,207
County Total	0.55	98,539	99,078	99,155

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January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Orange				
Aliso Viejo	3.11	50,384	51,950	51,950
Anaheim	0.16	356,485	357,067	357,084
Brea	0.25	44,776	44,890	44,890
Buena Park	0.08	83,926	83,995	83,995
Costa Mesa	0.30	114,816	115,156	115,296
Cypress	0.55	49,704	49,978	49,978
Dana Point	0.51	33,897	34,071	34,071
Fountain Valley	0.01	56,916	56,920	56,920
Fullerton	0.50	143,499	144,214	144,214
Garden Grove	0.06	176,784	176,896	176,896
Huntington Beach	0.33	201,981	202,648	202,648
Irvine	3.40	267,097	276,176	276,176
Laguna Beach	0.26	23,248	23,309	23,309
Laguna Hills	-0.03	31,829	31,818	31,818
Laguna Niguel	0.14	65,288	65,377	65,377
Laguna Woods	0.13	16,575	16,597	16,597
La Habra	0.64	62,451	62,850	62,850
Lake Forest	1.72	83,414	84,845	84,845
La Palma	0.09	15,933	15,948	15,948
Los Alamitos	0.03	11,860	11,863	11,863
Mission Viejo	0.00	95,985	95,987	95,987
Newport Beach	1.13	86,207	87,182	87,182
Orange	0.69	140,981	141,952	141,952
Placentia	-0.03	52,772	52,755	52,755
Rancho Santa Margarita	0.06	49,301	49,329	49,329
San Clemente	0.82	65,009	65,543	65,543
San Juan Capistrano	0.37	36,624	36,759	36,759
Santa Ana	0.12	337,843	338,247	338,247
Seal Beach	-0.11	25,428	25,399	25,984
Stanton	-0.08	39,500	39,470	39,470
Tustin	0.06	82,291	82,344	82,344
Villa Park	0.12	5,944	5,951	5,951
Westminster	0.13	94,353	94,476	94,476
Yorba Linda	0.49	68,781	69,121	69,121
Unincorporated	2.32	126,342	129,278	129,278
County Total	0.69	3,198,224	3,220,361	3,221,103

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Placer				
Auburn	0.72	14,507	14,611	14,611
Colfax	0.14	2,147	2,150	2,150
Lincoln	1.17	48,028	48,591	48,591
Loomis	0.65	6,780	6,824	6,824
Rocklin	3.63	64,487	66,830	66,830
Roseville	1.90	134,650	137,213	137,213
Unincorporated	0.66	112,574	113,313	113,313
County Total	1.66	383,173	389,532	389,532

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Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Plumas				
Portola	-0.46	2,171	2,161	2,161
Unincorporated	-0.20	17,647	17,612	17,612
County Total	-0.23	19,818	19,773	19,773

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Riverside				
Banning	0.36	31,170	31,282	31,282
Beaumont	3.22	46,730	48,237	48,237
Blythe	1.11	13,416	13,565	19,389
Calimesa	3.61	8,567	8,876	8,876
Canyon Lake	1.25	10,882	11,018	11,018
Cathedral City	0.91	54,250	54,744	54,791
Coachella	0.80	45,273	45,635	45,635
Corona	1.05	166,819	168,574	168,574
Desert Hot Springs	1.35	29,347	29,742	29,742
Eastvale	1.78	63,720	64,855	64,855
Hemet	0.91	82,417	83,166	83,166
Indian Wells	0.45	5,549	5,574	5,574
Indio	1.44	86,632	87,883	87,883
Jurupa Valley	2.31	103,661	106,054	106,054
Lake Elsinore	1.41	62,342	63,220	63,365
La Quinta	1.48	40,605	41,204	41,204
Menifee	2.62	89,552	91,902	91,902
Moreno Valley	1.64	204,285	207,629	207,629
Murrieta	1.56	111,793	113,541	113,541
Norco	0.40	24,086	24,183	26,761
Palm Desert	1.37	52,058	52,769	52,769
Palm Springs	1.16	47,157	47,706	47,706
Perris	0.68	77,311	77,837	77,837
Rancho Mirage	0.86	18,579	18,738	18,738
Riverside	0.83	323,131	325,801	325,860
San Jacinto	1.23	47,560	48,146	48,146
Temecula	1.02	112,040	113,181	113,181
Wildomar	1.13	35,882	36,287	36,287
Unincorporated	1.77	378,894	385,598	385,953
County Total	1.40	2,373,708	2,406,947	2,415,955

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Sacramento				
Citrus Heights	0.31	87,460	87,731	87,731
Elk Grove	1.24	170,011	172,116	172,116
Folsom	1.31	72,570	73,521	78,447
Galt	2.46	25,393	26,018	26,018
Isleton	1.95	821	837	837
Rancho Cordova	1.05	73,441	74,210	74,210
Sacramento	1.43	494,266	501,344	501,344
Unincorporated	0.77	584,317	588,798	588,798
County Total	1.08	1,508,279	1,524,575	1,529,501

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Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
San Benito				
Hollister	0.67	36,458	36,703	36,703
San Juan Bautista	-0.95	1,891	1,873	1,873
Unincorporated	-0.10	18,530	18,512	18,512
County Total	0.37	56,879	57,088	57,088

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
San Bernardino				
Adelanto	-0.02	34,603	34,597	35,293
Apple Valley	0.87	73,349	73,984	73,984
Barstow	0.54	23,888	24,018	24,411
Big Bear Lake	2.00	5,404	5,512	5,512
Chino	1.03	80,677	81,511	86,757
Chino Hills	4.61	79,498	83,159	83,159
Colton	0.45	53,482	53,724	53,724
Fontana	0.92	210,071	212,000	212,000
Grand Terrace	0.26	12,492	12,524	12,524
Hesperia	1.32	93,590	94,829	94,829
Highland	1.10	54,167	54,761	54,761
Loma Linda	0.16	23,824	23,862	23,946
Montclair	0.80	39,012	39,326	39,326
Needles	-0.12	5,183	5,177	5,177
Ontario	1.39	175,157	177,589	177,589
Rancho Cucamonga	0.79	175,282	176,671	176,671
Redlands	0.49	70,851	71,196	71,196
Rialto	0.55	106,455	107,041	107,041
San Bernardino	0.49	218,521	219,590	221,130
Twentynine Palms	3.52	17,679	18,301	27,046
Upland	0.10	76,937	77,017	77,017
Victorville	0.01	119,958	119,971	123,701
Yucaipa	0.61	54,317	54,651	54,651
Yucca Valley	0.38	21,752	21,834	21,834
Unincorporated	1.14	300,371	303,791	311,659
County Total	0.95	2,126,520	2,146,636	2,174,938

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
San Diego				
Carlsbad	1.27	113,179	114,622	114,622
Chula Vista	0.81	265,053	267,206	267,503
Coronado	0.51	17,087	17,174	21,683
Del Mar	0.89	4,284	4,322	4,322
El Cajon	0.27	105,276	105,557	105,557
Encinitas	0.85	62,625	63,158	63,158
Escondido	0.33	150,978	151,478	151,478
Imperial Beach	0.44	28,041	28,163	28,163
La Mesa	0.46	60,980	61,261	61,261
Lemon Grove	0.46	26,710	26,834	26,834
National City	1.61	56,404	57,311	62,257
Oceanside	0.39	176,666	177,362	177,362
Poway	0.44	49,986	50,207	50,207
San Diego	1.33	1,382,202	1,400,617	1,419,845
San Marcos	1.60	94,258	95,768	95,768
Santee	0.99	56,434	56,994	56,994
Solana Beach	0.56	13,860	13,938	13,938
Vista	0.44	102,933	103,381	103,381
Unincorporated	0.53	469,739	472,206	513,123
County Total	0.95	3,236,695	3,267,559	3,337,456

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Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
San Francisco				
San Francisco	1.14	873,756	883,723	883,963
County Total	1.14	873,756	883,723	883,963

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Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
San Joaquin				
Escalon	1.06	7,479	7,558	7,558
Lathrop	3.78	23,384	24,268	24,268
Lodi	1.84	65,911	67,121	67,121
Manteca	2.52	79,349	81,345	81,345
Ripon	1.81	15,565	15,847	15,847
Stockton	1.11	309,249	312,667	315,103
Tracy	1.65	91,051	92,553	92,553
Unincorporated	1.50	150,137	152,386	154,949
County Total	1.57	742,125	753,745	758,744

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
San Luis Obispo				
Arroyo Grande	0.21	17,874	17,912	17,912
Atascadero	0.06	29,949	29,966	31,147
El Paso De Robles	-0.01	31,562	31,559	31,559
Grover Beach	-0.24	13,593	13,560	13,560
Morro Bay	-0.12	10,516	10,503	10,503
Pismo Beach	0.29	8,209	8,233	8,233
San Luis Obispo	0.27	46,424	46,548	46,548
Unincorporated	0.69	115,853	116,650	120,639
County Total	0.35	273,980	274,931	280,101

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
San Mateo				
Atherton	0.49	7,100	7,135	7,135
Belmont	0.16	27,343	27,388	27,388
Brisbane	0.77	4,656	4,692	4,692
Burlingame	0.29	30,207	30,294	30,294
Colma	-0.99	1,516	1,501	1,501
Daly City	0.12	107,733	107,864	107,864
East Palo Alto	0.65	30,718	30,917	30,917
Foster City	0.61	33,287	33,490	33,490
Half Moon Bay	1.47	12,456	12,639	12,639
Hillsborough	1.35	11,389	11,543	11,543
Menlo Park	1.32	34,649	35,107	35,268
Millbrae	0.25	22,796	22,854	22,854
Pacifica	0.20	38,342	38,418	38,418
Portola Valley	0.42	4,747	4,767	4,767
Redwood City	0.13	86,271	86,380	86,380
San Bruno	0.26	45,965	46,085	46,085
San Carlos	0.73	29,681	29,897	29,897
San Mateo	0.99	103,465	104,490	104,490
South San Francisco	0.49	66,752	67,082	67,082
Woodside	0.54	5,593	5,623	5,623
Unincorporated	0.58	65,450	65,828	65,828
County Total	0.50	770,116	773,994	774,155

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Santa Barbara				
Buellton	3.79	5,098	5,291	5,291
Carpinteria	0.05	13,697	13,704	13,704
Goleta	1.03	31,622	31,949	31,949
Guadalupe	3.58	7,341	7,604	7,604
Lompoc	-0.11	41,106	41,059	43,599
Santa Barbara	0.60	94,224	94,787	94,807
Santa Maria	0.46	107,978	108,470	108,470
Solvang	2.09	5,653	5,771	5,771
Unincorporated	1.38	137,325	139,214	142,262
County Total	0.86	444,044	447,849	453,457

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Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Santa Clara				
Campbell	0.76	42,372	42,696	42,696
Cupertino	0.02	60,079	60,091	60,091
Gilroy	0.50	55,336	55,615	55,615
Los Altos	0.20	31,298	31,361	31,361
Los Altos Hills	1.79	8,417	8,568	8,568
Los Gatos	0.50	30,448	30,601	30,601
Milpitas	0.72	74,327	74,865	74,865
Monte Sereno	2.89	3,528	3,630	3,630
Morgan Hill	1.91	43,680	44,513	44,513
Mountain View	0.78	80,897	81,527	81,527
Palo Alto	0.40	69,424	69,699	69,721
San Jose	0.82	1,042,782	1,051,316	1,051,316
Santa Clara	3.25	125,528	129,604	129,604
Saratoga	0.52	31,271	31,435	31,435
Sunnyvale	1.85	150,599	153,389	153,389
Unincorporated	0.37	86,267	86,587	87,666
County Total	0.99	1,936,253	1,955,497	1,956,598

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Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Santa Cruz				
Capitola	-0.07	10,570	10,563	10,563
Santa Cruz	0.43	66,170	66,454	66,454
Scotts Valley	-0.01	12,196	12,195	12,195
Watsonville	-0.02	53,447	53,434	53,434
Unincorporated	0.06	134,036	134,123	134,218
County Total	0.13	276,419	276,769	276,864

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Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Shasta				
Anderson	0.22	10,240	10,263	10,263
Redding	0.14	91,082	91,210	91,357
Shasta Lake	0.09	10,134	10,143	10,143
Unincorporated	-0.06	66,448	66,409	66,508
County Total	0.07	177,904	178,025	178,271

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Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Sierra				
Loyalton	-0.39	760	757	757
Unincorporated	0.29	2,443	2,450	2,450
County Total	0.12	3,203	3,207	3,207

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January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Siskiyou				
Dorris	-1.93	985	966	966
Dunsmuir	-0.47	1,688	1,680	1,680
Etna	-0.80	750	744	744
Fort Jones	-1.47	750	739	739
Montague	0.35	1,423	1,428	1,428
Mount Shasta	-1.11	3,423	3,385	3,385
Tulelake	1.14	966	977	977
Weed	0.22	2,763	2,769	2,769
Yreka	0.47	7,803	7,840	7,840
Unincorporated	-0.11	24,040	24,014	24,084
County Total	-0.11	44,591	44,542	44,612

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Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Solano				
Benicia	0.17	27,452	27,499	27,499
Dixon	1.13	19,674	19,896	19,896
Fairfield	0.80	111,254	112,140	116,156
Rio Vista	3.32	8,893	9,188	9,188
Suisun City	0.14	29,152	29,192	29,192
Vacaville	1.85	91,024	92,708	98,977
Vallejo	0.34	118,851	119,252	119,252
Unincorporated	0.45	18,757	18,841	19,633
County Total	0.86	425,057	428,716	439,793

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Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Sonoma				
Cloverdale	1.62	8,988	9,134	9,134
Cotati	3.53	7,453	7,716	7,716
Healdsburg	2.59	11,757	12,061	12,061
Petaluma	1.70	61,657	62,708	62,708
Rohnert Park	2.61	42,490	43,598	43,598
Santa Rosa	0.24	178,064	178,488	178,488
Sebastopol	2.12	7,624	7,786	7,786
Sonoma	2.87	11,072	11,390	11,390
Windsor	2.07	27,492	28,060	28,060
Unincorporated	-3.72	147,002	141,540	142,391
County Total	-0.22	503,599	502,481	503,332

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Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Stanislaus				
Ceres	1.20	47,755	48,326	48,326
Hughson	3.68	7,463	7,738	7,738
Modesto	0.71	214,181	215,692	215,692
Newman	2.88	11,471	11,801	11,801
Oakdale	2.23	22,816	23,324	23,324
Patterson	1.27	22,395	22,679	22,679
Riverbank	1.24	24,934	25,244	25,244
Turlock	0.45	74,392	74,730	74,730
Waterford	0.83	9,074	9,149	9,149
Unincorporated	1.25	115,495	116,941	116,941
County Total	1.03	549,976	555,624	555,624

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Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Sutter				
Live Oak	1.11	8,685	8,781	8,781
Yuba City	0.18	67,160	67,280	67,280
Unincorporated	0.49	21,074	21,177	21,177
County Total	0.33	96,919	97,238	97,238

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Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Tehama				
Corning	-0.34	7,541	7,515	7,515
Red Bluff	0.01	13,856	13,858	13,858
Tehama	-0.46	432	430	430
Unincorporated	0.28	41,943	42,061	42,236
County Total	0.14	63,772	63,864	64,039

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u> 2017-2018	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u> 1-1-2018
		1-1-17	1-1-18	
Trinity				
Unincorporated	0.01	13,535	13,537	13,635
County Total	0.01	13,535	13,537	13,635

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Tulare				
Dinuba	0.75	24,687	24,873	24,873
Exeter	0.68	11,094	11,169	11,169
Farmersville	0.39	11,399	11,443	11,443
Lindsay	0.91	13,043	13,162	13,162
Porterville	1.23	59,781	60,518	60,798
Tulare	2.15	64,591	65,982	65,982
Visalia	1.80	133,841	136,246	136,246
Woodlake	0.97	7,711	7,786	7,786
Unincorporated	0.10	144,155	144,300	144,375
County Total	1.10	470,302	475,479	475,834

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Tuolumne				
Sonora	0.29	4,876	4,890	4,890
Unincorporated	-0.10	47,186	47,140	49,850
County Total	-0.06	52,062	52,030	54,740

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Ventura				
Camarillo	0.54	68,370	68,741	68,741
Fillmore	0.97	15,800	15,953	15,953
Moorpark	0.98	36,684	37,044	37,044
Ojai	0.50	7,641	7,679	7,679
Oxnard	0.49	205,489	206,499	206,499
Port Hueneme	0.11	21,631	21,654	23,929
San Buenaventura	0.17	111,026	111,211	111,269
Santa Paula	0.25	31,061	31,138	31,138
Simi Valley	0.38	128,274	128,760	128,760
Thousand Oaks	0.54	129,502	130,196	130,196
Unincorporated	-0.33	96,189	95,875	97,865
County Total	0.36	851,667	854,750	859,073

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Yolo				
Davis	0.98	68,040	68,704	68,704
West Sacramento	1.03	53,610	54,163	54,163
Winters	2.27	7,130	7,292	7,292
Woodland	0.94	59,863	60,426	60,426
Unincorporated	2.18	30,030	30,685	30,685
County Total	1.19	218,673	221,270	221,270

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Yuba				
Marysville	0.46	11,829	11,883	11,883
Wheatland	0.87	3,467	3,497	3,497
Unincorporated	0.18	57,124	57,225	59,347
County Total	0.26	72,420	72,605	74,727

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018

County	<u>Percent Change</u> 2017-18	<u>--- Population Minus Exclusions ---</u> 1-1-17	<u>1-1-18</u>
Alameda			
Incorporated	0.90	1,494,672	1,508,173
County Total	0.84	1,643,219	1,656,996
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Alpine			
Incorporated	0.00	0	0
County Total	-0.17	1,156	1,154
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Amador			
Incorporated	-1.78	12,604	12,380
County Total	-2.18	34,771	34,013
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Butte			
Incorporated	0.99	144,477	145,914
County Total	0.54	226,403	227,621
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Calaveras			
Incorporated	0.32	4,108	4,121
County Total	-0.04	45,089	45,070
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Colusa			
Incorporated	0.72	11,622	11,706
County Total	0.22	22,050	22,098
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Contra Costa			
Incorporated	0.99	967,231	976,850
County Total	0.88	1,139,229	1,149,279
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Del Norte			
Incorporated	-0.37	4,033	4,018
County Total	-1.07	24,837	24,571
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El Dorado			
Incorporated	2.84	31,636	32,534
County Total	1.17	186,126	188,298
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*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018

County	<u>Percent Change</u> 2017-18	<u>--- Population Minus Exclusions ---</u> 1-1-17	<u>1-1-18</u>
Fresno			
Incorporated	1.28	821,972	832,517
County Total	1.24	989,501	1,001,798
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Glenn			
Incorporated	0.62	13,910	13,996
County Total	0.22	28,634	28,696
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Humboldt			
Incorporated	-0.19	63,260	63,137
County Total	-0.33	136,248	135,799
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Imperial			
Incorporated	2.06	143,908	146,873
County Total	1.68	180,050	183,075
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Inyo			
Incorporated	-0.38	3,937	3,922
County Total	-0.10	18,498	18,479
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Kern			
Incorporated	1.28	558,049	565,213
County Total	1.07	868,467	877,789
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Kings			
Incorporated	0.97	104,818	105,836
County Total	0.97	130,855	132,130
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Lake			
Incorporated	-1.06	21,276	21,051
County Total	0.53	64,652	64,995
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Lassen			
Incorporated	2.84	8,380	8,618
County Total	2.06	23,016	23,491
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*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018

County	<u>Percent Change</u> 2017-18	<u>--- Population Minus Exclusions ---</u> 1-1-17	<u>1-1-18</u>
Los Angeles			
Incorporated	0.54	9,168,115	9,218,034
County Total	0.51	10,221,926	10,274,346
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Madera			
Incorporated	1.63	77,257	78,514
County Total	1.21	150,534	152,348
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Marin			
Incorporated	0.24	193,885	194,343
County Total	0.17	259,199	259,649
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Mariposa			
Incorporated	0.00	0	0
County Total	-0.14	18,055	18,030
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Mendocino			
Incorporated	1.55	28,867	29,314
County Total	0.23	88,931	89,136
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Merced			
Incorporated	1.63	181,891	184,852
County Total	1.73	273,951	278,693
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Modoc			
Incorporated	0.84	2,844	2,868
County Total	0.42	9,484	9,524
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Mono			
Incorporated	0.13	8,305	8,316
County Total	0.46	13,627	13,690
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Monterey			
Incorporated	0.32	318,495	319,509
County Total	0.35	424,734	426,211
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*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018

County	<u>Percent Change</u> 2017-18	<u>--- Population Minus Exclusions ---</u> 1-1-17	<u>1-1-18</u>
Napa			
Incorporated	0.47	114,345	114,879
County Total	-0.29	139,596	139,194
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Nevada			
Incorporated	1.26	32,538	32,948
County Total	0.55	98,539	99,078
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Orange			
Incorporated	0.63	3,071,882	3,091,083
County Total	0.69	3,198,224	3,220,361
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Placer			
Incorporated	2.08	270,599	276,219
County Total	1.66	383,173	389,532
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Plumas			
Incorporated	-0.46	2,171	2,161
County Total	-0.23	19,818	19,773
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Riverside			
Incorporated	1.33	1,994,814	2,021,349
County Total	1.40	2,373,708	2,406,947
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Sacramento			
Incorporated	1.28	923,962	935,777
County Total	1.08	1,508,279	1,524,575
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San Benito			
Incorporated	0.59	38,349	38,576
County Total	0.37	56,879	57,088
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San Bernardino			
Incorporated	0.91	1,826,149	1,842,845
County Total	0.95	2,126,520	2,146,636
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*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018

County	<u>Percent Change</u> 2017-18	<u>--- Population Minus Exclusions ---</u> 1-1-17	<u>1-1-18</u>
San Diego			
Incorporated	1.03	2,766,956	2,795,353
County Total	0.95	3,236,695	3,267,559
<hr/>			
San Francisco			
Incorporated	1.14	873,756	883,723
County Total	1.14	873,756	883,723
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San Joaquin			
Incorporated	1.58	591,988	601,359
County Total	1.57	742,125	753,745
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San Luis Obispo			
Incorporated	0.10	158,127	158,281
County Total	0.35	273,980	274,931
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San Mateo			
Incorporated	0.50	704,666	708,166
County Total	0.50	770,116	773,994
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Santa Barbara			
Incorporated	0.62	306,719	308,635
County Total	0.86	444,044	447,849
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Santa Clara			
Incorporated	1.02	1,849,986	1,868,910
County Total	0.99	1,936,253	1,955,497
<hr/>			
Santa Cruz			
Incorporated	0.18	142,383	142,646
County Total	0.13	276,419	276,769
<hr/>			
Shasta			
Incorporated	0.14	111,456	111,616
County Total	0.07	177,904	178,025
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*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018

County	<u>Percent Change</u> 2017-18	<u>--- Population Minus Exclusions ---</u> 1-1-17	<u>1-1-18</u>
Sierra			
Incorporated	-0.39	760	757
County Total	0.12	3,203	3,207
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Siskiyou			
Incorporated	-0.11	20,551	20,528
County Total	-0.11	44,591	44,542
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Solano			
Incorporated	0.88	406,300	409,875
County Total	0.86	425,057	428,716
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Sonoma			
Incorporated	1.22	356,597	360,941
County Total	-0.22	503,599	502,481
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Stanislaus			
Incorporated	0.97	434,481	438,683
County Total	1.03	549,976	555,624
<hr/>			
Sutter			
Incorporated	0.28	75,845	76,061
County Total	0.33	96,919	97,238
<hr/>			
Tehama			
Incorporated	-0.12	21,829	21,803
County Total	0.14	63,772	63,864
<hr/>			
Trinity			
Incorporated	0.00	0	0
County Total	0.01	13,535	13,537
<hr/>			
Tulare			
Incorporated	1.54	326,147	331,179
County Total	1.10	470,302	475,479
<hr/>			

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018

County	<u>Percent Change</u> 2017-18	<u>--- Population Minus Exclusions ---</u> 1-1-17	<u>1-1-18</u>
Tuolumne			
Incorporated	0.29	4,876	4,890
County Total	-0.06	52,062	52,030
<hr/>			
Ventura			
Incorporated	0.45	755,478	758,875
County Total	0.36	851,667	854,750
<hr/>			
Yolo			
Incorporated	1.03	188,643	190,585
County Total	1.19	218,673	221,270
<hr/>			
Yuba			
Incorporated	0.55	15,296	15,380
County Total	0.26	72,420	72,605
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*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.



May 2017

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

The California Revenue and Taxation Code, section 2227, requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2017, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2017-18. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2017-18 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. The Revenue and Taxation Code, section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2017.**

Please Note: Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN
Director
By:

AMY M. COSTA
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2017-18 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2017-18	3.69

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2017-18 appropriation limit.

2017-18:

Per Capita Cost of Living Change = 3.69 percent
 Population Change = 0.85 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.69 + 100}{100} = 1.0369$

Population converted to a ratio: $\frac{0.85 + 100}{100} = 1.0085$

Calculation of factor for FY 2017-18: $1.0369 \times 1.0085 = 1.0457$

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Alameda				
Alameda	0.76	77,936	78,526	79,928
Albany	0.44	18,905	18,988	18,988
Berkeley	1.03	119,997	121,238	121,238
Dublin	4.12	55,684	57,976	59,686
Emeryville	1.06	11,730	11,854	11,854
Fremont	0.94	229,504	231,664	231,664
Hayward	1.22	159,104	161,040	161,040
Livermore	1.63	88,207	89,648	89,648
Newark	1.46	44,767	45,422	45,422
Oakland	0.68	423,191	426,074	426,074
Piedmont	0.50	11,227	11,283	11,283
Pleasanton	1.17	75,040	75,916	75,916
San Leandro	0.45	87,882	88,274	88,274
Union City	0.61	73,010	73,452	73,452
Unincorporated	0.64	149,863	150,818	150,892
County Total	0.99	1,626,047	1,642,173	1,645,359

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Alpine				
Unincorporated	-0.78	1,160	1,151	1,151
County Total	-0.78	1,160	1,151	1,151

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Amador				
Amador	0.00	193	193	193
Ione	21.43	3,481	4,227	7,772
Jackson	-0.23	4,849	4,838	4,838
Plymouth	-0.10	1,010	1,009	1,009
Sutter Creek	0.19	2,577	2,582	2,582
Unincorporated	-0.11	21,946	21,922	21,988
County Total	2.10	34,056	34,771	38,382

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Butte				
Biggs	0.32	1,899	1,905	1,905
Chico	1.37	92,117	93,383	93,383
Gridley	0.62	6,663	6,704	6,704
Oroville	0.21	17,999	18,037	18,037
Paradise	0.33	25,755	25,841	25,841
Unincorporated	0.33	80,270	80,534	80,534
County Total	0.76	224,703	226,404	226,404

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Calaveras				
Angels City	-0.72	4,049	4,020	4,020
Unincorporated	-0.12	41,111	41,062	41,148
County Total	-0.17	45,160	45,082	45,168

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Colusa				
Colusa	0.35	6,318	6,340	6,340
Williams	0.26	5,417	5,431	5,431
Unincorporated	0.41	10,230	10,272	10,272
County Total	0.36	21,965	22,043	22,043

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Contra Costa				
Antioch	0.66	113,495	114,241	114,241
Brentwood	3.38	59,058	61,055	61,055
Clayton	0.20	11,262	11,284	11,284
Concord	0.07	128,280	128,370	128,370
Danville	0.16	43,287	43,355	43,355
El Cerrito	0.45	24,490	24,600	24,600
Hercules	3.08	24,909	25,675	25,675
Lafayette	0.63	25,041	25,199	25,199
Martinez	1.17	37,224	37,658	37,658
Moraga	0.57	16,581	16,676	16,676
Oakley	2.16	40,327	41,199	41,199
Orinda	0.51	18,838	18,935	18,935
Pinole	0.79	18,827	18,975	18,975
Pittsburg	2.47	68,133	69,818	69,818
Pleasant Hill	1.24	34,232	34,657	34,657
Richmond	0.81	110,886	111,785	111,785
San Pablo	0.26	30,972	31,053	31,053
San Ramon	2.31	78,729	80,550	80,550
Walnut Creek	0.90	70,340	70,974	70,974
Unincorporated	0.90	171,829	173,370	173,454
County Total	1.13	1,126,740	1,139,429	1,139,513

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Del Norte				
Crescent City	-5.27	4,480	4,244	6,389
Unincorporated	1.74	20,303	20,657	20,735
County Total	0.48	24,783	24,901	27,124

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
El Dorado				
Placerville	0.60	10,679	10,743	10,743
South Lake Tahoe	-0.26	21,078	21,024	21,024
Unincorporated	0.45	152,517	153,198	153,295
County Total	0.37	184,274	184,965	185,062

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Fresno				
Clovis	2.45	108,109	110,762	110,762
Coalinga	2.52	12,206	12,513	16,982
Firebaugh	0.53	8,159	8,202	8,202
Fowler	2.39	5,949	6,091	6,091
Fresno	0.97	520,441	525,495	525,832
Huron	3.90	6,916	7,186	7,186
Kerman	1.66	14,376	14,614	14,614
Kingsburg	1.87	12,111	12,338	12,338
Mendota	1.74	11,626	11,828	11,828
Orange Cove	0.84	9,291	9,369	9,369
Parlier	0.62	15,404	15,500	15,500
Reedley	0.52	26,016	26,152	26,152
Sanger	1.44	26,038	26,412	26,412
San Joaquin	0.49	4,050	4,070	4,070
Selma	1.19	24,860	25,156	25,156
Unincorporated	0.44	173,795	174,555	175,481
County Total	1.11	979,347	990,243	995,975

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Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Glenn				
Orland	1.39	7,705	7,812	7,812
Willows	-0.18	6,198	6,187	6,187
Unincorporated	-0.03	14,640	14,636	14,732
County Total	0.32	28,543	28,635	28,731

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Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Humboldt				
Arcata	1.31	18,137	18,374	18,374
Blue Lake	0.86	1,284	1,295	1,295
Eureka	0.89	26,881	27,120	27,120
Ferndale	0.84	1,433	1,445	1,445
Fortuna	0.29	11,954	11,989	11,989
Rio Dell	1.06	3,411	3,447	3,447
Trinidad	1.10	365	369	369
Unincorporated	1.14	71,910	72,732	72,914
County Total	1.03	135,375	136,771	136,953

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Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Imperial				
Brawley	1.12	26,629	26,928	26,928
Calexico	0.64	40,660	40,921	40,921
Calipatria	1.29	3,649	3,696	7,555
El Centro	0.71	45,305	45,628	45,628
Holtville	1.31	6,174	6,255	6,255
Imperial	2.57	18,190	18,658	18,658
Westmorland	0.61	2,288	2,302	2,302
Unincorporated	2.15	35,314	36,075	40,087
County Total	1.26	178,209	180,463	188,334

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Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Inyo				
Bishop	-0.35	3,968	3,954	3,954
Unincorporated	0.01	14,564	14,565	14,665
County Total	-0.07	18,532	18,519	18,619

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Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Kern				
Arvin	0.82	20,985	21,157	21,157
Bakersfield	1.13	379,210	383,512	383,512
California City	2.13	11,839	12,091	14,248
Delano	0.58	44,151	44,408	53,152
Maricopa	0.18	1,138	1,140	1,140
McFarland	1.97	13,066	13,323	14,919
Ridgecrest	0.31	27,524	27,610	28,349
Shafter	4.68	17,471	18,289	18,868
Taft	1.29	6,666	6,752	9,492
Tehachapi	0.72	8,521	8,582	12,280
Wasco	2.33	21,597	22,101	26,980
Unincorporated	0.49	307,001	308,513	311,015
County Total	0.97	859,169	867,478	895,112

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Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Kings				
Avenal	1.74	8,979	9,135	12,491
Corcoran	-6.15	13,832	12,982	21,786
Hanford	0.05	55,617	55,645	55,645
Lemoore	1.06	26,093	26,369	26,369
Unincorporated	0.39	26,597	26,702	33,246
County Total	-0.22	131,118	130,833	149,537

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Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Lake				
Clearlake	-0.35	15,585	15,531	15,531
Lakeport	-0.29	4,800	4,786	4,786
Unincorporated	0.50	44,317	44,540	44,628
County Total	0.24	64,702	64,857	64,945

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Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Lassen				
Susanville	5.00	8,201	8,611	15,046
Unincorporated	-2.22	14,995	14,662	15,872
County Total	0.33	23,196	23,273	30,918

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**Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017**

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Los Angeles				
Agoura Hills	0.01	21,015	21,018	21,018
Alhambra	0.79	86,237	86,922	86,922
Arcadia	0.31	57,194	57,374	57,374
Artesia	-0.02	16,734	16,730	16,816
Avalon	0.03	3,717	3,718	3,718
Azusa	0.68	49,424	49,762	49,762
Baldwin Park	0.41	75,227	75,537	75,537
Bell	0.00	36,409	36,408	36,408
Bellflower	0.00	76,657	76,657	76,657
Bell Gardens	0.07	42,796	42,824	42,824
Beverly Hills	-0.10	34,679	34,646	34,646
Bradbury	-0.27	1,110	1,107	1,107
Burbank	-0.01	105,046	105,033	105,033
Calabasas	0.14	24,168	24,202	24,202
Carson	0.23	93,455	93,674	93,674
Cerritos	1.21	49,439	50,039	50,039
Claremont	0.17	36,165	36,225	36,225
Commerce	-0.02	13,067	13,064	13,064
Compton	0.00	100,046	100,050	100,050
Covina	0.02	49,000	49,011	49,011
Cudahy	-0.02	24,417	24,411	24,411
Culver City	-0.04	40,120	40,103	40,103
Diamond Bar	0.26	56,919	57,066	57,066
Downey	0.09	113,729	113,832	113,832
Duarte	-0.02	22,038	22,033	22,033
El Monte	-0.02	114,295	114,268	114,268
El Segundo	0.08	16,703	16,717	16,717
Gardena	0.31	60,534	60,721	60,721
Glendale	0.57	200,600	201,748	201,748
Glendora	1.31	51,928	52,608	52,608
Hawaiian Gardens	-0.05	14,761	14,753	14,753
Hawthorne	0.01	87,649	87,662	87,662
Hermosa Beach	-0.48	19,711	19,616	19,616
Hidden Hills	0.48	1,876	1,885	1,885
Huntington Park	0.00	59,385	59,383	59,383
Industry	0.00	440	440	440
Inglewood	-0.02	114,921	114,900	114,900
Irwindale	0.28	1,419	1,423	1,423

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	Percent Change	--- Population Minus Exclusions ---		Total Population
	2016-2017	1-1-16	1-1-17	1-1-2017
La Canada Flintridge	-0.04	20,505	20,497	20,497
La Habra Heights	0.46	5,438	5,463	5,463
Lakewood	0.04	79,239	79,272	79,272
La Mirada	-0.03	49,448	49,434	49,434
Lancaster	-0.03	153,328	153,289	157,820
La Puente	0.04	40,440	40,455	40,455
La Verne	0.35	33,058	33,174	33,174
Lawndale	0.02	33,357	33,365	33,365
Lomita	0.20	20,363	20,403	20,403
Long Beach	0.09	479,679	480,096	480,173
Los Angeles	1.06	3,996,347	4,038,817	4,041,707
Lynwood	0.19	71,863	71,997	71,997
Malibu	-0.04	12,747	12,742	12,742
Manhattan Beach	0.45	35,329	35,488	35,488
Maywood	-0.02	28,023	28,016	28,016
Monrovia	2.95	37,411	38,514	38,514
Montebello	0.20	63,792	63,917	63,917
Monterey Park	0.38	61,372	61,606	61,606
Norwalk	0.00	104,764	104,760	105,526
Palmdale	-0.02	158,643	158,605	158,605
Palos Verdes Estates	-0.08	13,674	13,663	13,663
Paramount	0.10	55,868	55,923	55,923
Pasadena	1.68	140,960	143,333	143,333
Pico Rivera	0.02	64,031	64,046	64,046
Pomona	0.75	154,151	155,306	155,306
Rancho Palos Verdes	0.31	42,736	42,867	42,884
Redondo Beach	0.09	68,844	68,907	68,907
Rolling Hills	0.00	1,922	1,922	1,922
Rolling Hills Estates	-0.02	8,061	8,059	8,059
Rosemead	-0.01	54,990	54,984	54,984
San Dimas	0.05	34,215	34,231	34,231
San Fernando	0.05	24,473	24,486	24,486
San Gabriel	1.69	40,339	41,020	41,020
San Marino	0.00	13,467	13,467	13,467
Santa Clarita	2.97	210,101	216,350	216,350
Santa Fe Springs	-0.02	18,250	18,246	18,291
Santa Monica	0.59	93,282	93,834	93,834
Sierra Madre	-0.03	11,013	11,010	11,010
Signal Hill	0.02	11,607	11,609	11,609
South El Monte	0.31	20,798	20,862	20,862

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**Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017**

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
South Gate	0.05	98,581	98,633	98,633
South Pasadena	0.00	25,993	25,992	25,992
Temple City	0.00	36,389	36,389	36,389
Torrance	-0.01	147,116	147,101	147,101
Vernon	0.00	209	209	209
Walnut	0.11	30,101	30,134	30,134
West Covina	-0.01	107,819	107,813	107,813
West Hollywood	0.31	35,770	35,882	35,882
Westlake Village	0.00	8,370	8,370	8,370
Whittier	0.10	87,622	87,708	87,708
Unincorporated	-0.25	1,054,688	1,052,097	1,053,030
County Total	0.57	10,173,616	10,231,933	10,241,278

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Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Madera				
Chowchilla	2.70	12,085	12,411	18,840
Madera	1.21	65,292	66,082	66,082
Unincorporated	0.62	71,127	71,570	71,570
County Total	1.05	148,504	150,063	156,492

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Fiscal Year 2017-18

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January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Marin				
Belvedere	-0.05	2,173	2,172	2,172
Corte Madera	0.06	9,480	9,486	9,486
Fairfax	0.15	7,560	7,571	7,571
Larkspur	0.17	12,551	12,572	12,572
Mill Valley	0.15	14,887	14,910	14,910
Novato	0.10	54,205	54,261	54,522
Ross	0.08	2,541	2,543	2,543
San Anselmo	0.06	12,929	12,937	12,937
San Rafael	0.25	60,692	60,842	60,842
Sausalito	0.18	7,314	7,327	7,327
Tiburon	0.12	9,497	9,508	9,508
Unincorporated	0.24	65,258	65,412	69,214
County Total	0.18	259,087	259,541	263,604

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Fiscal Year 2017-18

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January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Mariposa				
Unincorporated	-0.11	18,085	18,066	18,148
County Total	-0.11	18,085	18,066	18,148

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Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Mendocino				
Fort Bragg	0.84	7,707	7,772	7,772
Point Arena	0.22	451	452	452
Ukiah	0.37	16,254	16,314	16,314
Willits	0.55	4,901	4,928	4,928
Unincorporated	0.35	59,297	59,507	59,668
County Total	0.41	88,610	88,973	89,134

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Fiscal Year 2017-18

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January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Merced				
Atwater	1.15	30,059	30,406	30,406
Dos Palos	0.30	5,375	5,391	5,391
Gustine	0.79	5,840	5,886	5,886
Livingston	0.71	13,848	13,947	13,947
Los Banos	1.62	39,354	39,993	39,993
Merced	0.61	83,955	84,464	84,464
Unincorporated	1.59	91,963	93,425	94,578
County Total	1.15	270,394	273,512	274,665

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Fiscal Year 2017-18

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January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Modoc				
Alturas	-0.71	2,679	2,660	2,660
Unincorporated	-0.31	6,863	6,842	6,920
County Total	-0.42	9,542	9,502	9,580

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Fiscal Year 2017-18

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January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Mono				
Mammoth Lakes	0.23	7,984	8,002	8,002
Unincorporated	0.74	5,538	5,579	5,711
County Total	0.44	13,522	13,581	13,713

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Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Monterey				
Carmel-By-The-Sea	-0.03	3,843	3,842	3,842
Del Rey Oaks	0.66	1,670	1,681	1,681
Gonzales	0.67	8,492	8,549	8,549
Greenfield	2.18	17,484	17,866	17,866
King City	1.58	14,255	14,480	14,480
Marina	2.38	21,027	21,528	21,528
Monterey	0.63	24,846	25,002	28,828
Pacific Grove	0.71	15,388	15,498	15,498
Salinas	0.65	161,426	162,470	162,470
Sand City	0.52	382	384	384
Seaside	0.05	30,138	30,153	34,165
Soledad	2.86	16,455	16,925	26,065
Unincorporated	1.16	105,350	106,572	107,009
County Total	1.00	420,756	424,950	442,365

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Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Napa				
American Canyon	1.14	20,338	20,570	20,570
Calistoga	0.23	5,226	5,238	5,238
Napa	0.23	80,442	80,628	80,628
St Helena	0.25	6,018	6,033	6,033
Yountville	-2.93	2,080	2,019	2,935
Unincorporated	0.53	25,596	25,732	27,004
County Total	0.37	139,700	140,220	142,408

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Fiscal Year 2017-18

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Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Nevada				
Grass Valley	-0.06	12,867	12,859	12,859
Nevada City	-0.99	3,240	3,208	3,208
Truckee	0.79	15,779	15,904	15,904
Unincorporated	0.20	66,649	66,783	66,857
County Total	0.22	98,535	98,754	98,828

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Orange				
Aliso Viejo	-0.06	50,341	50,312	50,312
Anaheim	0.80	355,675	358,529	358,546
Brea	1.39	43,606	44,214	44,214
Buena Park	1.01	83,042	83,884	83,884
Costa Mesa	-0.05	113,906	113,848	114,044
Cypress	0.24	49,535	49,655	49,655
Dana Point	0.17	33,643	33,699	33,699
Fountain Valley	-0.04	56,730	56,709	56,709
Fullerton	0.22	141,918	142,234	142,234
Garden Grove	0.00	176,285	176,277	176,277
Huntington Beach	0.51	196,564	197,574	197,574
Irvine	3.85	257,181	267,086	267,086
Laguna Beach	-0.02	23,509	23,505	23,505
Laguna Hills	2.63	30,736	31,544	31,544
Laguna Niguel	1.60	65,637	66,689	66,689
Laguna Woods	-0.06	16,329	16,319	16,319
La Habra	0.13	62,003	62,084	62,084
Lake Forest	1.87	83,376	84,931	84,931
La Palma	-0.14	16,006	15,984	15,984
Los Alamitos	-0.02	11,741	11,739	11,739
Mission Viejo	-0.05	96,763	96,718	96,718
Newport Beach	-0.15	85,045	84,915	84,915
Orange	0.09	140,761	140,882	140,882
Placentia	-0.05	52,292	52,268	52,268
Rancho Santa Margarita	-0.07	48,636	48,602	48,602
San Clemente	0.11	65,904	65,975	65,975
San Juan Capistrano	0.40	36,118	36,262	36,262
Santa Ana	0.40	339,997	341,341	341,341
Seal Beach	-0.14	24,393	24,359	24,890
Stanton	0.13	39,560	39,611	39,611
Tustin	0.44	82,015	82,372	82,372
Villa Park	-0.02	5,945	5,944	5,944
Westminster	0.17	93,375	93,533	93,533
Yorba Linda	0.38	67,632	67,890	67,890
Unincorporated	0.47	125,209	125,792	125,792
County Total	0.69	3,171,408	3,193,280	3,194,024

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Placer				
Auburn	0.21	14,066	14,096	14,096
Colfax	0.78	2,054	2,070	2,070
Lincoln	1.90	47,268	48,165	48,165
Loomis	0.89	6,715	6,775	6,775
Rocklin	4.45	61,672	64,417	64,417
Roseville	1.68	133,618	135,868	135,868
Unincorporated	0.57	110,810	111,446	111,446
County Total	1.76	376,203	382,837	382,837

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Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Plumas				
Portola	-0.28	2,133	2,127	2,127
Unincorporated	-0.07	17,704	17,692	17,692
County Total	-0.09	19,837	19,819	19,819

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Riverside				
Banning	0.75	30,836	31,068	31,068
Beaumont	3.03	44,821	46,179	46,179
Blythe	-0.46	14,114	14,049	19,660
Calimesa	3.09	8,378	8,637	8,637
Canyon Lake	0.85	10,799	10,891	10,891
Cathedral City	0.96	53,994	54,511	54,557
Coachella	0.92	45,135	45,551	45,551
Corona	2.34	163,931	167,759	167,759
Desert Hot Springs	0.78	28,885	29,111	29,111
Eastvale	2.21	63,214	64,613	64,613
Hemet	0.94	81,109	81,868	81,868
Indian Wells	1.40	5,375	5,450	5,450
Indio	1.53	87,382	88,718	88,718
Jurupa Valley	2.42	98,920	101,315	101,315
Lake Elsinore	2.00	60,731	61,947	62,092
La Quinta	1.25	40,176	40,677	40,677
Menifee	2.41	88,524	90,660	90,660
Moreno Valley	1.00	204,712	206,750	206,750
Murrieta	2.39	112,232	114,914	114,914
Norco	0.44	24,063	24,169	26,882
Palm Desert	1.17	50,154	50,740	50,740
Palm Springs	1.09	46,866	47,379	47,379
Perris	2.34	74,005	75,739	75,739
Rancho Mirage	1.12	18,093	18,295	18,295
Riverside	0.97	323,607	326,733	326,792
San Jacinto	1.22	47,348	47,925	47,925
Temecula	1.27	109,635	111,024	111,024
Wildomar	2.14	35,034	35,782	35,782
Unincorporated	1.69	367,208	373,397	373,755
County Total	1.56	2,339,281	2,375,851	2,384,783

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Sacramento				
Citrus Heights	0.74	86,372	87,013	87,013
Elk Grove	1.75	168,118	171,059	171,059
Folsom	1.68	72,174	73,389	78,525
Galt	0.87	25,471	25,693	25,693
Isleton	1.18	844	854	854
Rancho Cordova	2.22	72,267	73,872	73,872
Sacramento	1.42	485,813	492,727	493,025
Unincorporated	0.79	580,126	584,729	584,729
County Total	1.22	1,491,185	1,509,336	1,514,770

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Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
San Benito				
Hollister	0.56	36,473	36,677	36,677
San Juan Bautista	0.81	1,841	1,856	1,856
Unincorporated	0.08	18,307	18,321	18,321
County Total	0.41	56,621	56,854	56,854

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
San Bernardino				
Adelanto	2.32	32,820	33,581	34,273
Apple Valley	1.05	73,925	74,701	74,701
Barstow	0.52	23,703	23,826	24,248
Big Bear Lake	0.86	5,004	5,047	5,047
Chino	2.89	80,399	82,720	88,026
Chino Hills	2.38	78,798	80,676	80,676
Colton	0.65	53,530	53,879	53,879
Fontana	1.72	209,179	212,786	212,786
Grand Terrace	0.56	12,366	12,435	12,435
Hesperia	0.96	93,241	94,133	94,133
Highland	0.65	54,024	54,377	54,377
Loma Linda	0.39	24,368	24,463	24,528
Montclair	0.92	38,766	39,122	39,122
Needles	0.52	5,018	5,044	5,044
Ontario	2.39	170,214	174,283	174,283
Rancho Cucamonga	0.94	175,681	177,324	177,324
Redlands	0.92	69,211	69,851	69,851
Rialto	0.50	105,996	106,528	106,528
San Bernardino	0.60	214,116	215,410	216,972
Twentynine Palms	5.01	17,243	18,107	26,919
Upland	1.02	76,016	76,790	76,790
Victorville	0.43	119,067	119,579	123,565
Yucaipa	1.02	53,773	54,324	54,324
Yucca Valley	0.69	21,371	21,519	21,519
Unincorporated	0.62	298,825	300,681	308,906
County Total	1.16	2,106,654	2,131,186	2,160,256

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
San Diego				
Carlsbad	0.76	112,866	113,725	113,725
Chula Vista	1.14	264,607	267,613	267,917
Coronado	-3.78	17,790	17,118	24,543
Del Mar	0.56	4,273	4,297	4,297
El Cajon	0.51	102,277	102,803	102,803
Encinitas	0.64	61,893	62,288	62,288
Escondido	0.55	150,669	151,492	151,492
Imperial Beach	0.34	27,417	27,510	27,510
La Mesa	0.56	59,949	60,286	60,286
Lemon Grove	0.76	26,594	26,795	26,795
National City	0.85	55,788	56,264	61,210
Oceanside	0.35	175,842	176,461	176,461
Poway	0.36	50,074	50,253	50,253
San Diego	1.12	1,373,156	1,388,596	1,406,318
San Marcos	0.86	93,242	94,042	94,042
Santee	0.66	56,725	57,100	57,100
Solana Beach	0.30	13,487	13,527	13,527
Vista	2.99	98,838	101,797	101,797
Unincorporated	0.64	468,416	471,411	513,828
County Total	0.92	3,213,903	3,243,378	3,316,192

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Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
City	2016-2017	1-1-16	1-1-17	1-1-2017
San Francisco				
San Francisco	1.08	864,637	873,976	874,228
County Total	1.08	864,637	873,976	874,228

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Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
San Joaquin				
Escalon	0.52	7,168	7,205	7,205
Lathrop	4.22	22,174	23,110	23,110
Lodi	1.04	63,396	64,058	64,058
Manteca	2.73	74,222	76,247	76,247
Ripon	2.47	14,767	15,132	15,132
Stockton	1.30	313,989	318,079	320,554
Tracy	1.60	89,461	90,890	90,890
Unincorporated	1.13	145,362	147,009	149,672
County Total	1.53	730,539	741,730	746,868

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Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
San Luis Obispo				
Arroyo Grande	0.09	17,720	17,736	17,736
Atascadero	0.91	29,447	29,714	30,900
El Paso De Robles	1.17	31,378	31,745	31,745
Grover Beach	0.35	13,391	13,438	13,438
Morro Bay	0.45	10,714	10,762	10,762
Pismo Beach	0.86	8,177	8,247	8,247
San Luis Obispo	0.92	46,298	46,724	46,724
Unincorporated	0.33	116,125	116,505	120,549
County Total	0.59	273,250	274,871	280,101

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Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
San Mateo				
Atherton	0.58	7,107	7,148	7,148
Belmont	-0.05	27,608	27,594	27,594
Brisbane	0.68	4,690	4,722	4,722
Burlingame	0.78	29,916	30,148	30,148
Colma	0.07	1,505	1,506	1,506
Daly City	0.69	108,538	109,287	109,287
East Palo Alto	0.38	30,225	30,340	30,340
Foster City	0.47	33,068	33,225	33,225
Half Moon Bay	0.49	12,530	12,591	12,591
Hillsborough	0.77	11,663	11,753	11,753
Menlo Park	5.53	33,667	35,530	35,670
Millbrae	0.09	23,148	23,168	23,168
Pacifica	-0.18	38,192	38,124	38,124
Portola Valley	0.09	4,703	4,707	4,707
Redwood City	0.23	85,402	85,601	85,601
San Bruno	0.14	45,230	45,295	45,295
San Carlos	0.17	29,262	29,311	29,311
San Mateo	0.44	102,977	103,426	103,426
South San Francisco	0.11	65,378	65,451	65,451
Woodside	0.25	5,652	5,666	5,666
Unincorporated	0.27	65,294	65,470	65,470
County Total	0.56	765,755	770,063	770,203

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Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Santa Barbara				
Buellton	3.30	4,965	5,129	5,129
Carpinteria	-0.05	13,950	13,943	13,943
Goleta	1.05	31,431	31,760	31,760
Guadalupe	0.76	7,358	7,414	7,414
Lompoc	-0.33	41,405	41,267	44,042
Santa Barbara	-0.03	93,072	93,043	93,063
Santa Maria	1.64	104,567	106,280	106,280
Solvang	2.49	5,457	5,593	5,593
Unincorporated	0.82	139,109	140,253	143,439
County Total	0.76	441,314	444,682	450,663

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Fiscal Year 2017-18

Attachment B
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January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Santa Clara				
Campbell	0.34	42,583	42,726	42,726
Cupertino	0.17	58,815	58,917	58,917
Gilroy	2.12	54,777	55,936	55,936
Los Altos	0.58	31,221	31,402	31,402
Los Altos Hills	0.59	8,583	8,634	8,634
Los Gatos	0.40	31,189	31,314	31,314
Milpitas	0.45	75,069	75,410	75,410
Monte Sereno	0.57	3,481	3,501	3,501
Morgan Hill	1.52	43,484	44,145	44,145
Mountain View	1.13	78,396	79,278	79,278
Palo Alto	0.82	68,112	68,669	68,691
San Jose	0.94	1,036,325	1,046,079	1,046,079
Santa Clara	0.28	123,640	123,983	123,983
Saratoga	0.23	30,498	30,569	30,569
Sunnyvale	0.59	148,948	149,831	149,831
Unincorporated	0.33	86,278	86,566	87,764
County Total	0.81	1,921,399	1,936,960	1,938,180

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Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Santa Cruz				
Capitola	0.26	10,136	10,162	10,162
Santa Cruz	0.79	64,562	65,070	65,070
Scotts Valley	0.28	12,129	12,163	12,163
Watsonville	0.37	52,820	53,015	53,015
Unincorporated	0.21	135,825	136,108	136,193
County Total	0.38	275,472	276,518	276,603

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Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Shasta				
Anderson	0.26	10,423	10,450	10,450
Redding	0.35	90,202	90,514	90,653
Shasta Lake	0.29	10,356	10,386	10,386
Unincorporated	0.01	67,007	67,011	67,116
County Total	0.21	177,988	178,361	178,605

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Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Sierra				
Loyalton	0.26	764	766	766
Unincorporated	0.45	2,430	2,441	2,441
County Total	0.41	3,194	3,207	3,207

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Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Siskiyou				
Dorris	-0.10	967	966	966
Dunsmuir	-0.56	1,621	1,612	1,612
Etna	-0.27	735	733	733
Fort Jones	0.00	710	710	710
Montague	-0.35	1,446	1,441	1,441
Mount Shasta	-0.21	3,362	3,355	3,355
Tulelake	-0.50	1,007	1,002	1,002
Weed	1.67	2,759	2,805	2,805
Yreka	-0.44	7,811	7,777	7,777
Unincorporated	-0.07	24,240	24,223	24,287
County Total	-0.08	44,658	44,624	44,688

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Attachment B
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January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Solano				
Benicia	0.44	27,574	27,695	27,695
Dixon	1.22	19,065	19,298	19,298
Fairfield	1.76	108,163	110,065	114,157
Rio Vista	4.59	8,623	9,019	9,019
Suisun City	0.44	29,168	29,295	29,295
Vacaville	1.67	90,234	91,744	98,456
Vallejo	0.55	117,629	118,280	118,280
Unincorporated	0.59	18,933	19,044	19,823
County Total	1.20	419,389	424,440	436,023

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Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Sonoma				
Cloverdale	1.11	8,833	8,931	8,931
Cotati	0.30	7,250	7,272	7,272
Healdsburg	0.37	11,757	11,800	11,800
Petaluma	0.76	60,479	60,941	60,941
Rohnert Park	0.31	41,936	42,067	42,067
Santa Rosa	0.60	175,738	176,799	176,799
Sebastopol	0.26	7,559	7,579	7,579
Sonoma	0.41	10,944	10,989	10,989
Windsor	0.37	27,269	27,371	27,371
Unincorporated	0.36	149,825	150,357	151,371
County Total	0.50	501,590	504,106	505,120

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Stanislaus				
Ceres	0.59	47,475	47,754	47,754
Hughson	1.30	7,237	7,331	7,331
Modesto	1.32	212,287	215,080	215,080
Newman	2.24	10,920	11,165	11,165
Oakdale	1.38	22,402	22,711	22,711
Patterson	1.80	22,329	22,730	22,730
Riverbank	2.58	23,992	24,610	24,610
Turlock	0.86	72,261	72,879	72,879
Waterford	0.98	8,820	8,906	8,906
Unincorporated	1.01	113,743	114,891	114,891
County Total	1.22	541,466	548,057	548,057

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Sutter				
Live Oak	3.23	8,366	8,636	8,636
Yuba City	0.09	67,386	67,445	67,445
Unincorporated	0.06	20,862	20,875	20,875
County Total	0.35	96,614	96,956	96,956

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Tehama				
Corning	-0.16	7,534	7,522	7,522
Red Bluff	-0.18	14,095	14,070	14,070
Tehama	-0.23	428	427	427
Unincorporated	0.22	41,708	41,799	41,976
County Total	0.08	63,765	63,818	63,995

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Trinity				
Unincorporated	-0.14	13,548	13,529	13,628
County Total	-0.14	13,548	13,529	13,628

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Tulare				
Dinuba	1.20	24,567	24,861	24,861
Exeter	0.53	10,927	10,985	10,985
Farmersville	1.22	11,112	11,248	11,248
Lindsay	0.41	12,931	12,984	12,984
Porterville	0.37	59,353	59,575	59,908
Tulare	1.96	63,421	64,661	64,661
Visalia	1.66	130,977	133,151	133,151
Woodlake	1.01	7,690	7,768	7,768
Unincorporated	0.71	145,171	146,195	146,276
County Total	1.13	466,149	471,428	471,842

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Tuolumne				
Sonora	-0.55	4,898	4,871	4,871
Unincorporated	-0.45	47,388	47,173	49,836
County Total	-0.46	52,286	52,044	54,707

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Ventura				
Camarillo	0.58	69,224	69,623	69,623
Fillmore	1.12	15,510	15,683	15,683
Moorpark	0.82	36,529	36,828	36,828
Ojai	0.49	7,516	7,553	7,553
Oxnard	0.49	206,754	207,772	207,772
Port Hueneme	0.32	20,662	20,728	22,808
San Buenaventura	0.44	108,736	109,216	109,275
Santa Paula	0.02	30,649	30,654	30,654
Simi Valley	0.39	126,814	127,309	127,309
Thousand Oaks	0.13	131,292	131,457	131,457
Unincorporated	0.37	95,964	96,320	98,424
County Total	0.41	849,650	853,143	857,386

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Yolo				
Davis	1.49	67,731	68,740	68,740
West Sacramento	0.69	52,797	53,163	53,163
Winters	1.68	7,135	7,255	7,255
Woodland	1.71	58,615	59,616	59,616
Unincorporated	3.00	29,244	30,122	30,122
County Total	1.57	215,522	218,896	218,896

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Yuba				
Marysville	-0.73	12,061	11,973	11,973
Wheatland	-0.48	3,526	3,509	3,509
Unincorporated	0.63	56,516	56,870	59,095
County Total	0.35	72,103	72,352	74,577

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017

County	<u>Percent Change</u> 2016-17	<u>--- Population Minus Exclusions ---</u> 1-1-16	<u>1-1-17</u>
Alameda			
Incorporated	1.03	1,476,184	1,491,355
County Total	0.99	1,626,047	1,642,173
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Alpine			
Incorporated	0.00	0	0
County Total	-0.78	1,160	1,151
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Amador			
Incorporated	6.10	12,110	12,849
County Total	2.10	34,056	34,771
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Butte			
Incorporated	0.99	144,433	145,870
County Total	0.76	224,703	226,404
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Calaveras			
Incorporated	-0.72	4,049	4,020
County Total	-0.17	45,160	45,082
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Colusa			
Incorporated	0.31	11,735	11,771
County Total	0.36	21,965	22,043
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Contra Costa			
Incorporated	1.17	954,911	966,059
County Total	1.13	1,126,740	1,139,429
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Del Norte			
Incorporated	-5.27	4,480	4,244
County Total	0.48	24,783	24,901
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El Dorado			
Incorporated	0.03	31,757	31,767
County Total	0.37	184,274	184,965
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*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017

County	<u>Percent Change</u> 2016-17	<u>--- Population Minus Exclusions ---</u> 1-1-16	<u>1-1-17</u>
Fresno			
Incorporated	1.26	805,552	815,688
County Total	1.11	979,347	990,243
<hr/>			
Glenn			
Incorporated	0.69	13,903	13,999
County Total	0.32	28,543	28,635
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Humboldt			
Incorporated	0.90	63,465	64,039
County Total	1.03	135,375	136,771
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Imperial			
Incorporated	1.04	142,895	144,388
County Total	1.26	178,209	180,463
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Inyo			
Incorporated	-0.35	3,968	3,954
County Total	-0.07	18,532	18,519
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Kern			
Incorporated	1.23	552,168	558,965
County Total	0.97	859,169	867,478
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Kings			
Incorporated	-0.37	104,521	104,131
County Total	-0.22	131,118	130,833
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Lake			
Incorporated	-0.33	20,385	20,317
County Total	0.24	64,702	64,857
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Lassen			
Incorporated	5.00	8,201	8,611
County Total	0.33	23,196	23,273
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*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017

County	<u>Percent Change</u> 2016-17	<u>--- Population Minus Exclusions ---</u> 1-1-16	<u>1-1-17</u>
Los Angeles			
Incorporated	0.67	9,118,928	9,179,836
County Total	0.57	10,173,616	10,231,933
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Madera			
Incorporated	1.44	77,377	78,493
County Total	1.05	148,504	150,063
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Marin			
Incorporated	0.15	193,829	194,129
County Total	0.18	259,087	259,541
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Mariposa			
Incorporated	0.00	0	0
County Total	-0.11	18,085	18,066
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Mendocino			
Incorporated	0.52	29,313	29,466
County Total	0.41	88,610	88,973
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Merced			
Incorporated	0.93	178,431	180,087
County Total	1.15	270,394	273,512
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Modoc			
Incorporated	-0.71	2,679	2,660
County Total	-0.42	9,542	9,502
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Mono			
Incorporated	0.23	7,984	8,002
County Total	0.44	13,522	13,581
<hr/>			
Monterey			
Incorporated	0.94	315,406	318,378
County Total	1.00	420,756	424,950
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*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017

County	<u>Percent Change</u> 2016-17	<u>--- Population Minus Exclusions ---</u> 1-1-16	<u>1-1-17</u>
Napa			
Incorporated	0.34	114,104	114,488
County Total	0.37	139,700	140,220
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Nevada			
Incorporated	0.27	31,886	31,971
County Total	0.22	98,535	98,754
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Orange			
Incorporated	0.70	3,046,199	3,067,488
County Total	0.69	3,171,408	3,193,280
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Placer			
Incorporated	2.26	265,393	271,391
County Total	1.76	376,203	382,837
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Plumas			
Incorporated	-0.28	2,133	2,127
County Total	-0.09	19,837	19,819
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Riverside			
Incorporated	1.54	1,972,073	2,002,454
County Total	1.56	2,339,281	2,375,851
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Sacramento			
Incorporated	1.49	911,059	924,607
County Total	1.22	1,491,185	1,509,336
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San Benito			
Incorporated	0.57	38,314	38,533
County Total	0.41	56,621	56,854
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San Bernardino			
Incorporated	1.25	1,807,829	1,830,505
County Total	1.16	2,106,654	2,131,186
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*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017

County	<u>Percent Change</u> 2016-17	<u>--- Population Minus Exclusions ---</u> 1-1-16	<u>1-1-17</u>
San Diego			
Incorporated	0.96	2,745,487	2,771,967
County Total	0.92	3,213,903	3,243,378
<hr/>			
San Francisco			
Incorporated	1.08	864,637	873,976
County Total	1.08	864,637	873,976
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San Joaquin			
Incorporated	1.63	585,177	594,721
County Total	1.53	730,539	741,730
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San Luis Obispo			
Incorporated	0.79	157,125	158,366
County Total	0.59	273,250	274,871
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San Mateo			
Incorporated	0.59	700,461	704,593
County Total	0.56	765,755	770,063
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Santa Barbara			
Incorporated	0.74	302,205	304,429
County Total	0.76	441,314	444,682
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Santa Clara			
Incorporated	0.83	1,835,121	1,850,394
County Total	0.81	1,921,399	1,936,960
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Santa Cruz			
Incorporated	0.55	139,647	140,410
County Total	0.38	275,472	276,518
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Shasta			
Incorporated	0.33	110,981	111,350
County Total	0.21	177,988	178,361
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*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017

County	<u>Percent Change</u> 2016-17	<u>--- Population Minus Exclusions ---</u> 1-1-16	<u>1-1-17</u>
Sierra			
Incorporated	0.26	764	766
County Total	0.41	3,194	3,207
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Siskiyou			
Incorporated	-0.08	20,418	20,401
County Total	-0.08	44,658	44,624
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Solano			
Incorporated	1.23	400,456	405,396
County Total	1.20	419,389	424,440
<hr/>			
Sonoma			
Incorporated	0.56	351,765	353,749
County Total	0.50	501,590	504,106
<hr/>			
Stanislaus			
Incorporated	1.27	427,723	433,166
County Total	1.22	541,466	548,057
<hr/>			
Sutter			
Incorporated	0.43	75,752	76,081
County Total	0.35	96,614	96,956
<hr/>			
Tehama			
Incorporated	-0.17	22,057	22,019
County Total	0.08	63,765	63,818
<hr/>			
Trinity			
Incorporated	0.00	0	0
County Total	-0.14	13,548	13,529
<hr/>			
Tulare			
Incorporated	1.33	320,978	325,233
County Total	1.13	466,149	471,428
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*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017

County	<u>Percent Change</u> 2016-17	<u>--- Population Minus Exclusions ---</u> 1-1-16	<u>1-1-17</u>
Tuolumne			
Incorporated	-0.55	4,898	4,871
County Total	-0.46	52,286	52,044
Ventura			
Incorporated	0.42	753,686	756,823
County Total	0.41	849,650	853,143
Yolo			
Incorporated	1.34	186,278	188,774
County Total	1.57	215,522	218,896
Yuba			
Incorporated	-0.67	15,587	15,482
County Total	0.35	72,103	72,352

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

County of San Benito
 Gann Appropriations Limit (revised)
 For the year ended June 30, 2018

GANN Limit for the fiscal year ended June 30, 2017		\$33,256,839
Per Capita Personal Income Factor	1.0369	
Population Change Factor	1.0041	
GANN Limit Increase Factor	1.04115129	1.04115129
GANN Limit for fiscal year ended June 30, 2018 (revised)		\$34,625,401

Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
 January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u> 2016-2017	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u> 1-1-2017
		1-1-16	1-1-17	
San Benito				
Hollister	0.56	36,473	36,677	36,677
San Juan Bautista	0.81	1,841	1,856	1,856
Unincorporated	0.08	18,307	18,321	18,321
County Total	0.41	56,621	56,854	56,854

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2017-18 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2017-18	3.69

County of San Benito
 Gann Appropriations Limit (revised)
 For the year ended June 30, 2019

GANN Limit for the fiscal year ended June 30, 2018 (revised)		\$34,625,401
Per Capita Personal Income Factor	1.0367	
Population Change Factor	1.0037	
GANN Limit Increase Factor	1.04053579	1.04053579
GANN Limit for fiscal year ended June 30, 2019 (revised)		\$36,028,969

Price Factor: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2018-19 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2018-19	3.67

Fiscal Year 2018-19

Attachment B
Annual Percent Change in Population Minus Exclusions*
 January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u> 2017-2018	<u>— Population Minus Exclusions —</u>		<u>Total</u> <u>Population</u>
		1-1-17	1-1-18	1-1-2018
San Benito				
Hollister	0.67	36,458	36,703	36,703
San Juan Bautista	-0.95	1,891	1,873	1,873
Unincorporated	-0.10	18,530	18,512	18,512
County Total	0.37	56,879	57,088	57,088



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 6.

MEETING DATE: 6/11/2019

DEPARTMENT: COUNTY ADMINISTRATION OFFICE

DEPT HEAD/DIRECTOR: Ray Espinosa

AGENDA ITEM PREPARER: Dulce Alonso

SBC DEPT FILE NUMBER: 119

SUBJECT:

COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Adopt Resolution to allocate State of California Off-Highway Vehicle License Fee to repair Cienega Road.

SBC FILE NUMBER: 119

RESOLUTION NO: 2019-47

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Hollister Hills (managed by the State of California Department of Parks and Recreation Off-Highway Motor Vehicle Recreation Division) was purchased in 1975 with funds from the Off Highway Motor Vehicle Recreation Act. In 1989 and 1991 Hollister Hills purchased two adjacent properties for expansion of their Off Highway Vehicle (OHV) Park. San Benito County entered into a Memorandum of Understanding (MOU) in December of 1992 requiring Hollister Hills to prepare an EIR for the acquisition of the properties and an EIR to amend the General Plan of Hollister Hills, designate and maintain buffer zones, form a citizen's advisory committee, provide a pro-rata share of funds for mitigation of transportation impacts, etc.

A lawsuit was brought against Hollister Hills by various San Benito County constituents challenging the EIR as insufficient. The lawsuit was settled in May of 2002 with multiple stipulations regarding the monitoring/management of noise, dust, attendance, etc.

In March of 2001, an MOU was entered between the County of San Benito and Hollister Hills that stipulates a one-time payment to the County of \$150,000 to be deposited into the Cienega Road Realignment Fund, a minimum annual payment of \$6,000 per year due one year from the opening of the new property acquisitions, and a review of the formula for the annual payments every two years. The one-time payment of \$150,000 was received in May of 2004 and deposited into the Cienega Road Realignment Fund.

Hollister Hills OHV License Fees:

Semi – Annual OHV license fees payments have been allocated to the County since 2002, under Vehicle Code Section 38240. All payments made to the County can be found on the State Controller's website under Semi-Annual Off-Highway allocations.

(https://www.sco.ca.gov/ard_payments_offhighway.html)

Allocations received by the County prior to 2006 were approximately \$400 - \$1,000. In January of 2006 a new section was added to Vehicle Code Section 38240 changing the allocation formula. The Semi-Annual payments since have averaged approximately \$50,000 (\$100,000 per year).

This revision to the Vehicle Code caused the agreement between the County and Hollister Hills regarding a minimum annual payment of \$6,000 per year to end. Since the Hollister Hills Park expansion did not open until 2008, and the allocation formula changed in 2006, the County never received a \$6,000 annual payment from Hollister Hills.

Cienega Road Maintenance Fund:

Per Board direction, \$48,000 was deposited into the Cienega Road Maintenance fund in fiscal year 16/17. The \$48,000 was to cover the period from the opening of Hollister Hills Park Expansion in 2008 to the year 2016. In fiscal year 17/18 an additional \$6,000 was deposited into the fund. Total Balance of the fund as of 2/20/2019 is \$55,088.40 (total balance includes interest earned).

The Clerk of the Board and Administration Office has done a review of all documents related to this program and has not found an MOU or agreement authorizing an annual deposit of \$6,000 into the Cienega Road Maintenance Fund, at this time. The previous allocations of \$48,000 and \$6,000 were made per board action during the budget process.

The Board of Supervisors has requested the full funding of State of California Off-Highway Vehicle License Fee to be allocated towards Cienega Road Maintenance Fund.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Adopt Resolution to allocate State of California Off-Highway Vehicle License Fee to repair Cienega Road and authorize the Chair to sign it.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Board Resolution	6/5/2019	Resolution

BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO

A RESOLUTION OF THE SAN BENITO COUNTY)
BOARD OF SUPERVISORS ALLOCATING THE) RESOLUTION NO. 2019-____
STATE'S OFF-HIGHWAY VEHICLE LICENSE FEE)
TO REPAIR CIENEGA ROAD)

WHEREAS, Vehicle Code Section 38240 allocates fees collected in July and January of each fiscal year pursuant to Vehicle Code Section 38230, to cities and counties, based upon the proportional estimated off-highway motor vehicle use and related activity within the respective jurisdictions; and

WHEREAS, funds collected under Vehicle Code Section 38230 shall be used for the purposes set forth in Public Resources Code Section 5090.50, including maintenance of facilities that provide motorized access to non-motorized recreation; and

WHEREAS, Semi Annual Off-Highway Vehicles license fees payments have been allocated to the San Benito County since 2002, under Vehicle Code Section 38240; and

WHEREAS, transportation of Off-Highway Vehicles has had an impact on Cienega Road, which provides motorized access to non-motorized recreational facilities located within the County of San Benito; and

WHEREAS, the San Benito County Board of Supervisors has directed that 100 percent of the County's allocations under Vehicle Code Section 38240 be applied towards maintenance and repairs to Cienega Road.

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors of the County of San Benito hereby authorizes and directs that 100 percent of the County's Vehicle Code Section 38240 allocations be allocated to the Cienega Road Fund, effective on the first day of July, 2019.

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO THIS 11TH DAY OF June, 2019 BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSENT:
ABSTAIN:

Date: _____

By: _____
Mark Medina, Chairman

ATTEST:
Janet Slibsager, Clerk of the Board

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

By: _____

By: *Shirley L. Murphy* 6/5/19
Shirley L. Murphy
Deputy County Counsel



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 7.

MEETING DATE: 6/11/2019

DEPARTMENT: COUNTY ADMINISTRATION OFFICE

DEPT HEAD/DIRECTOR: Ray Espinosa

AGENDA ITEM PREPARER: Dulce Alonso

SBC DEPT FILE NUMBER: 119

SUBJECT:

COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Delegate authority to CAO to execute a Contract with Vanir Construction Management, Inc. in the amount not to exceed \$299,872, subject to County Counsel approval, to review and evaluate the Pavement Management System Update (PMSU), prioritize sites, prepare civil engineering designs, advertise, bid and award contracts, and Construction Management for the County's portion of Measure G funding.

SBC FILE NUMBER:119

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Staff was directed to move forward with a quick start road improvement project to capitalize on Measure G funding allocated to local street and road repair, maintenance, and rehabilitation. The contract shall comply with the Council of Governments (COG) Ordinance to ensure expenditures will be spent on specific projects as described in the Transportation Safety and Investment Plan. Revenue from Measure G will only be spent on improving safety and traffic flow by repairing, maintaining, and rehabilitating local streets and Roads.

Vanir Construction Management, Inc. will provide the County with a comprehensive approach to addresses immediate needs with several quick road improvement projects.

Scope of the contract would include the following tasks:

- Initial Site Visit, Data Research;
- Review and evaluation of the Pavement Management System Update (PMSU) to prioritize sites;
- Civil Engineering Designs;
- Advertise, Bid and Award Contracts; and
- Construction Management.

Staff recommends to the Board of Supervisors that in the public interest, sole source the contract for the above mentioned under section 5.09.010(A) of the San Benito County Code.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

NONE

STAFF RECOMMENDATION:

1) Find it to be in the public interest to sole source contract for the above-mentioned work under section 5.09.010(A) of the San Benito County Code; and

2) Delegate authority to CAO to execute Contract with Vanir Construction Management, Inc. in the amount not to exceed \$299,872, subject to County Counsel approval, in accordance with the Measure G ordinance.

ADDITIONAL PERSONNEL: Yes

ATTACHMENTS:

Description

Vanir Proposal for Road Improvements

Upload Date

6/3/2019

Type

Cover Memo



Construction Management, Inc.

2444 Main Street, Suite 130
Fresno, CA 93721
T 559-496-0536
F 559-860-0173
www.vanir.com

May 14, 2019

Ray Espinosa, County Administrative Officer
San Benito County
481 Fourth Street
Hollister, CA 95023

**RE: San Benito County Quick Start Road Improvement Projects –
PM Scope & Fee Proposal for Pre-Construction &
Construction Phase Services**

Dear Mr. Espinosa:

Per your request, Vanir has provided information on pre-construction and construction services related to design, management and inspection of quick start road improvement projects.

Vanir Construction Management, Inc. (Vanir) has teamed up with TRC to provide the County a comprehensive approach to addresses your immediate needs with a number of quick strike (ready to move forward) road improvement projects. Below is a scope of services Vanir and our subconsultant, TRC, will provide.

Scope of Services

Project Management

Our team will provide a project team to manage and deliver these first set of Measure G projects to include design, funding administration support, bid packages, advertise and award, construction management and administration, and project closeout.

Task #1: Initial Site Visit and Data Research

We shall obtain any as-builts of the existing roadway from the County, to determine existing structural section. In addition, review Pavement Management System Update (PMSU) Final Report dated August 2016 developed for the County by Pavement Engineering, Inc. and compare existing conditions to the report.

Then team will then develop and identify with the County priority site locations/streets to be included in 2019 Project. The Vanir team will meet with the County and geotechnical engineer on site to visually inspect the failed pavement. At the site visit, our team will evaluate the nature of the failed pavement, including but not limited to drainage issues, traffic volumes, truck traffic,

Arizona / California / Colorado / Illinois / Louisiana / Nevada / New York / Oregon / Texas / Virginia / Washington

Saudi Arabia / United Arab Emirates



inadequate structural section. During the site visit, locations for asphalt coring shall be marked on a plan and later given to the geotechnical engineer for R value testing.

Task #1a: Civil Engineering Design

Contract with Geotechnical Engineer (and/or PEI) that can provide “R” Value testing and other testing and evaluation needed using the PMSU Final Report as the guide. We would need their recommendations on what structural section would be needed, or if another method of replacement is recommended, such as Full Depth Reclamation.

Our team will develop preliminary roadway geometrics, typical cross sections, drainage design, traffic handling, stage construction, utility drawings, and quantity sheets for construction of the project. In commercial areas, where curb, gutter, and sidewalk exist, in-fill of sidewalks within a project corridor may be required. Our team shall meet all ADA requirements for sidewalk, approach driveways, approach intersections, including ramp construction. Utility coordination is another task that would be needed.

Vanir will complete design tasks for preliminary and final plans, specifications, and estimates for the project. Plans will be prepared to the County’s format and will be submitted at the 30%, 65%, 95%, and 100% stages of design. Target date for 100% design estimated to be approximately July 15, 2019.

Task #2: Advertise, Bid and Award

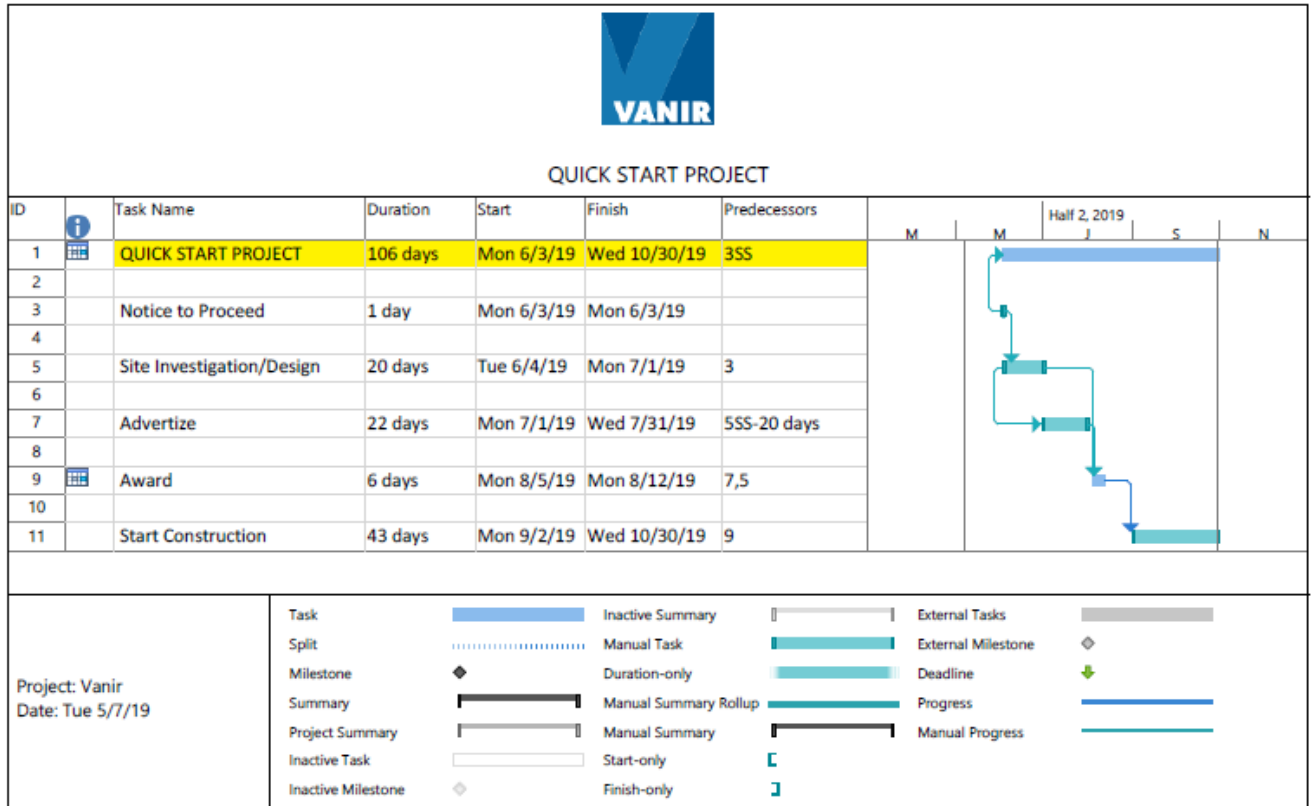
Upon completion of design plans and specifications, our team will work with the County to advertise the project. Scope of Work to include advertise, conduct pre-bid meeting and site visits (as needed), address and respond to bidder inquiries, draft and post addendums as needed, conduct bid opening, bid analysis, and draft Council Resolution for award. Target date for advertisement is estimated to be July 15, 2019, three-week advertisement period, and award by August 16, 2019, with construction start no later than September 1, 2019. Due to timing, target project construction duration to be around than 40 Work Days for construction to completed by October 31, 2019 to avoid impacts due to weather.

Task #3: Construction Management

Our team will manage and administer the construction contract overseeing the work by the Contractor. Consultant will provide Resident Engineer, construction inspector(s), office engineering/administration support, materials sampling and testing. Administration of the project will be in compliance with County procedures and protocols, and in compliance with Caltrans LAPM.



Scope of Services Sample Timeline



End of Scope & Schedule – Fee Next Page



FEE PROPOSAL: Project Cost/Timeline

Project Mgmt. Phase Services	Fees*	% of Total Project Cost UNKNOWN	***Schedule Durations
Task Nos. 1: Investigation/Design Phase Reimbursable Expenses Subtotal	\$135,784 \$2,500 \$138,284		~ 2 Months
Task Nos. 2: Bid & Award Phase Reimbursable Expenses Subtotal	\$37,588 \$500 \$38,088		
Task No. 3: Construction Phase Reimbursables Subtotal	\$120,000 \$3,500 123,500		~ 2 Months
Total	\$299,872		

We look forward to a successful completion of the quick-strike project and continuing our strong working relationship with San Benito County. We'll deliver these services on a lump-sum percent complete basis. Thanks again for the opportunity and as always, please call with any questions.

Sincerely,
VANIR CONSTRUCTION MANAGEMENT, INC.

Jerry Avalos, CCM, EIT, LEED AP
Area Manager/Associate

- Cc: Steve Whitehead, President, Vanir CM
Andrew Freeman, COO, Vanir CM
Bob Fletcher, VP of Business Development, Vanir CM



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 8.

MEETING DATE: 6/11/2019

DEPARTMENT: COUNTY ADMINISTRATION OFFICE

DEPT HEAD/DIRECTOR: Ray Espinosa

AGENDA ITEM PREPARER: Edgar Nolasco

SBC DEPT FILE NUMBER: 119

SUBJECT:

COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Delegate authority to CAO to appoint the Resource Management Agency Director and offer employment within the salary range for Resource Management Agency Director with all benefits provided to other Appointed Department Heads.

SBC FILE NUMBER: 119

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

County Human Resources conducted an extensive national executive search for the Resource Management Agency Director. Following the County's search, a competitive review of detailed submittal packages, oral board interviews, and extensive reference checks, the County Administrative Officer has selected a candidate. Staff recommends Board approval in the interest of streamlining the process necessary to facilitate employment terms and negotiations of the employment offer.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Delegate authority to CAO to appoint the Resource Management Agency Director and offer employment within the salary range for Resource Management Agency Director with all benefits provided to other Appointed Department Heads.

ADDITIONAL PERSONNEL:



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 9.

MEETING DATE: 6/11/2019

DEPARTMENT: COUNTY COUNSEL

DEPT HEAD/DIRECTOR: Barbara Thompson

AGENDA ITEM PREPARER: Barbara Thompson

SBC DEPT FILE NUMBER: 160

SUBJECT:

COUNTY COUNSEL'S OFFICE - B. THOMPSON

Adopt Resolution of the Board of Supervisors amending current personnel rules relating to salary upon appointment and retirement benefits for certain temporary employees who have been prior CALPERS members.

SBC FILE NUMBER: 160

SBC FILE NUMBER: 2019-48

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

At the Board retreat, the Board was presented with certain ideas to streamline County Operations. Currently many matters require Board of Supervisors' approval and cannot be approved at the staff level. This includes appointment of new employees at greater than a "C" step, or the payment of retirement benefits for a temporary employee who has been a prior CALPERS member, even though the CALPERS system requires such payment.

The proposed change allows the Department Head to appoint at the A-C step, the CAO to appoint

at the D or E step, and the Board of Supervisors to appoint at the F or G step.

The resolution amending the personnel rules also clarifies that temporary employees who are members of the CALPERS system shall participate in the County's retirement system.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Adopt amending current personnel rules relating to salary upon appointment and granting retirement system participation for certain temporary employees who have been prior CALPERS members.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
draft resolution	6/5/2019	Cover Memo

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO AMENDING CURRENT PERSONNEL RULES

WHEREAS, the County Administrative Office has notified all employee representatives of these changes to the personnel rules; and,

WHEREAS, the Unions are in agreement with the rule changes set forth in the addendum attached as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors hereby approves the amendments to the current Personnel Rules as set forth in Exhibit "A".

PASSED AND ADOPTED at a regular meeting of the San Benito County Board of Supervisors this 11th day of June, 2019, by the following vote:

AYES: Supervisor(s)
NOES: Supervisor(s)
ABSENT: Supervisor(s)
ABSTAIN: Supervisor(s)

By: _____
Mark Medina, Chair

ATTEST:
Janet Slibsager, Clerk of the Board

APPROVED AS TO LEGAL FORM
Barbara Thompson, County Counsel

By: _____

By: _____

Date: _____

Date: _____

ATTACHMENT A

AMENDMENT TO COUNTY OF SAN BENITO PERSONNEL RULES

1. The Second Paragraph of Subdivision (F) of Rule 7 “Compensation Plan”ⁱ shall be amended to read as follows:

“The Department Head may appoint at the first, second or third steps (Steps “A”-“C”). The County Administrative Officer shall approve the appointment rate at the fourth or fifth steps (Steps “D or “E). Steps “F and “G” require the San Benito County Board of Supervisors’ approval.”

2. Paragraph C of Rule 21 shall be amended to read as followsⁱⁱ:

C. Retirement Plans: The County shall provide eligible employees with membership in the State of California’s Public Employees Retirement System (PERS). **This shall include temporary employees who are prior CALPERS members when the County is required to make retirement contributions for those temporary employees under PERS rule and regulations.**

3. Paragraph (H)(3) of Rule 1 shall be amended to readⁱⁱⁱ:

3) Compensation. Compensation for temporary employees shall be established on an hourly, per diem or other basis as may be adopted by resolution of the Board of Supervisors. Temporary employees shall not be eligible for participation in group insurance benefits, the County retirement system, sick leave, paid vacation, paid holiday or any other benefit accorded to regular employees unless specifically authorized by provisions in an applicable memorandum of understanding or resolution of the Board of Supervisors. Compensation for temporary employees will be at the hourly rate equivalent to the first salary step of the appropriate range, but an extra help employee may be compensated at the hourly rate equivalent to the second or third step on request of the department head with the prior written approval of the Personnel Officer and County Administrative Officer. **The County shall allow temporary employees who are prior CALPERS members to participate in the County’s retirement system.**

ⁱ Currently subdivision “F” reads:

F. Appointment Rates: It is County policy to appoint an employee at the minimum of the salary range (Step A) for the class. Appointments may be at a higher step not to exceed the maximum of the range when it is exceedingly difficult to obtain qualified personnel at the starting salary or when it appears that the education or experience of proposed employees is substantially superior to that required of the class and justifies a beginning salary in excess of the first step.

The Personnel Officer and Administrative Officer shall approve the proposed appointment rate at the second or third step, subject to the availability of sufficient funds in the hiring department’s budget, before the Department Head makes a hiring commitment to the applicant.

ii Paragraph "C" currently reads as follows:

C. Retirement Plans: The County shall provide eligible employees with membership in the State of California's Public Employees Retirement System (PERS).

iii Paragraph H (3) currently reads as follows:

3) **Compensation:** Compensation for temporary employees shall be established on an hourly, per diem or other basis as may be adopted by resolution of the Board of Supervisors. Temporary employees shall not be eligible for participation in group insurance benefits, the County retirement system, sick leave, paid vacation, paid holiday or any other benefit accorded regular employees unless specifically authorized by provisions in an applicable memorandum of understanding or resolution of the Board of Supervisors.

Compensation for temporary employees ordinarily will be at the hourly rate equivalent to the first salary step of the appropriate range, but an extra help employee may be compensated at the hourly rate equivalent to the second or third step on request of the department head with the prior written approval of the Personnel Officer and County Administrative Officer.



**SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM**

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 10.

MEETING DATE: 6/11/2019

DEPARTMENT: COUNTY COUNSEL

DEPT HEAD/DIRECTOR: Barbara Thompson

AGENDA ITEM PREPARER: Barbara Thompson

SBC DEPT FILE NUMBER: 160

SUBJECT:

COUNTY COUNSEL'S OFFICE - B. THOMPSON

Adopt a resolution establishing County policy relating to the provision of services within the County Service Areas.

SBC FILE NUMBER: CSA'S

RESOLUTION NO: 2019-49

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

It is necessary to establish a county policy related to services within the various County Service Areas so that the Board's policy is clearly established and memorialized for the future.

The policy modifies current county practice of generally not allowing services in CSA's without an existing fee, in that, under the new policy, the Board may authorize a service to be provided in those CSAs on a case by case basis.

The policy further memorializes the fact that a County Service Area must have a fee or remaining

fund balance for a service to be provided.

Lastly, Attachment "A" sets forth a clear flow chart to establish when road maintenance services may be provided.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Adopt a resolution establishing County policy relating to the provision of services within the County Service Areas

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Resolution	5/9/2019	Resolution Letter
Revised flow chart	6/6/2019	Backup Material

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF SAN BENITO APPROVING A POLICY RELATED TO SERVICES
IN COUNTY SERVICE AREAS**

WHEREAS, the County provides residential services to multiple County Service Areas (CSAs) throughout the County; and,

WHEREAS, such services can be for a variety of functions, including but not limited to road maintenance, water and wastewater, street sweeping, street lighting, and storm drainage; and

WHEREAS, due to periodic staff changes, it is advisable to memorialize the County's policy regarding the provision of services within the various County Service Areas.

WHEREAS, it is necessary to clarify when road maintenance and other services can be provided within private County Service Areas;

WHEREAS, the County's policy over the last several years has been to provide only "essential services" (normally Storm Drainage) for those County Service Areas without an approved annual fee.

NOW THEREFORE BE IT RESOLVED that the Board adopts the following policy related to the provision of services within County Service Areas:

1. All services must have an approved source of funding, which may be either:
 - A) An approved fee which covers the cost of such service; or
 - B) If no approved CSA fee exists, the Board may authorize services to be provided on a case by case basis from any remaining CSA fund balance.
2. Road maintenance services may be provided within County Service Areas as specified in the Flow Chart attached as Attachment "A"; and
3. All other CSA services may be provided, subject to the above, within all existing County Service Areas.

PASSED AND ADOPTED at a regular meeting of the San Benito County Board of Supervisors this 2nd day of April, 2019, by the following vote:

AYES: Supervisor(s)
NOES: Supervisor(s)
ABSENT: Supervisor(s)
ABSTAIN: Supervisor(s)

By: _____
Mark Medina, Chair

ATTEST:
Janet Slibsager, Clerk of the Board

APPROVED AS TO LEGAL FORM
Barbara Thompson, County Counsel

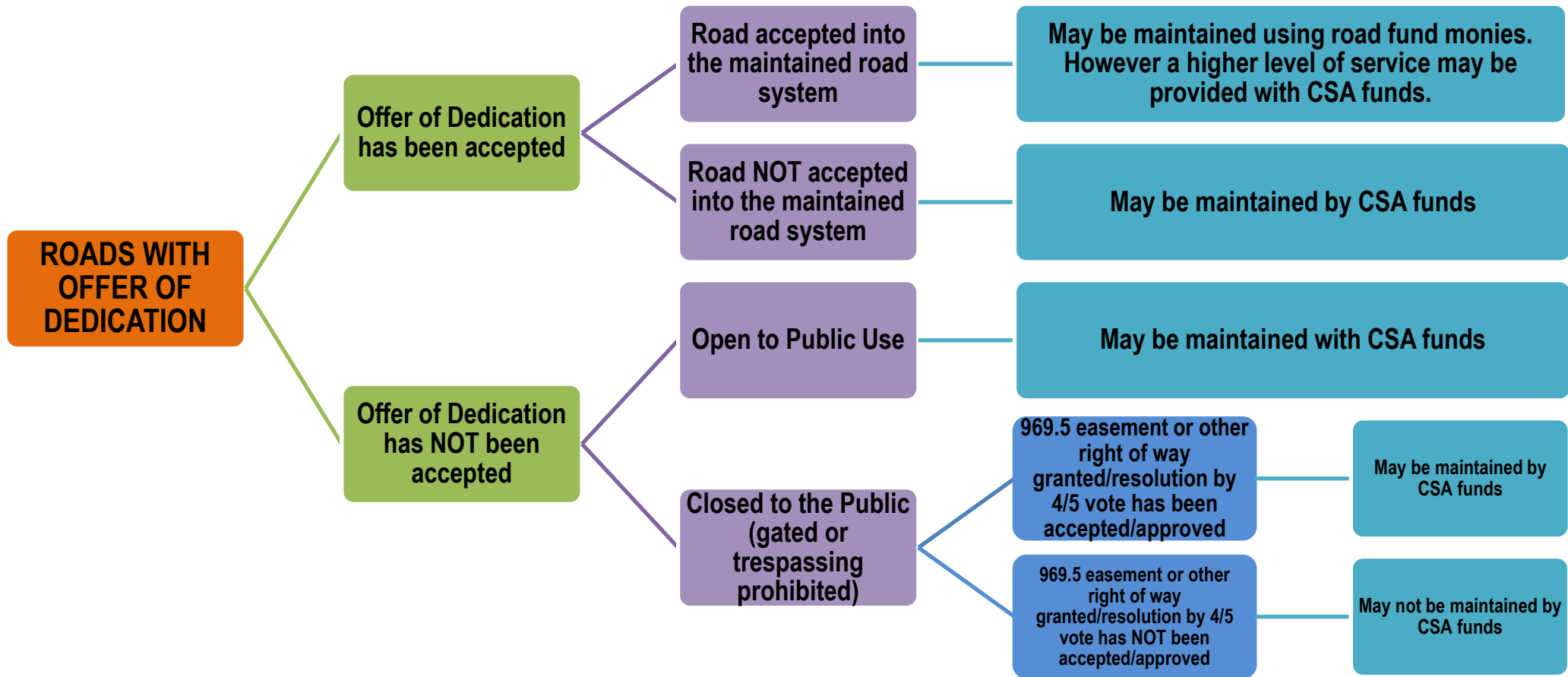
By: _____

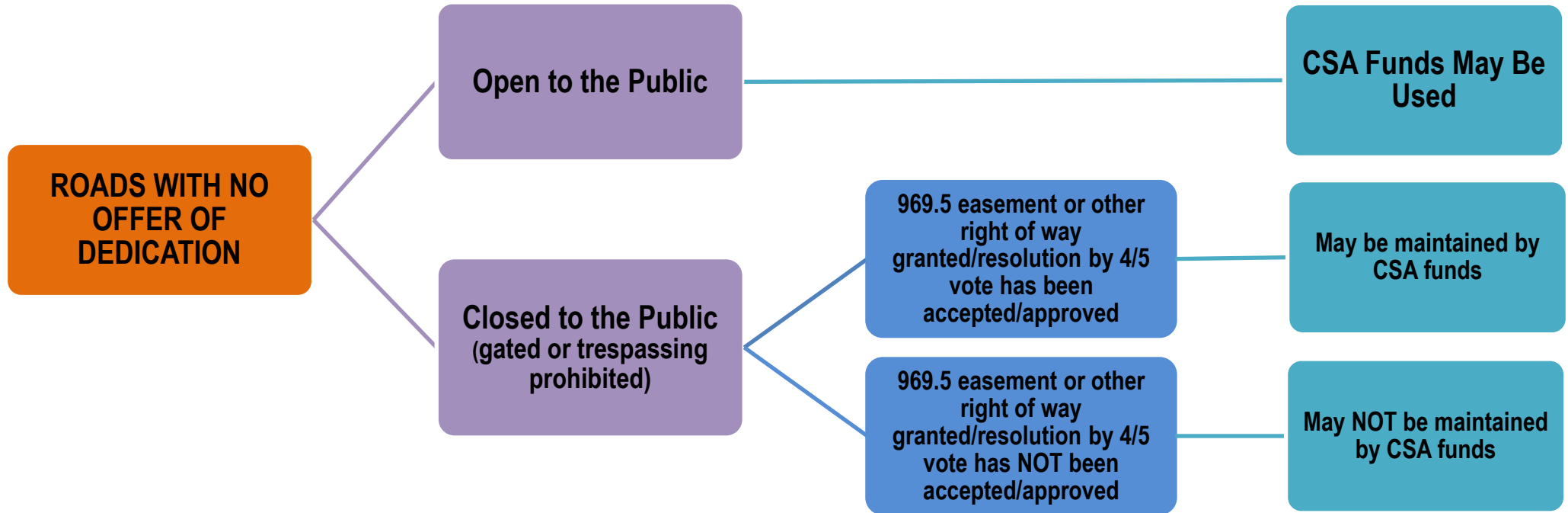
By: _____

Date: _____

Date: _____

ATTACHMENT A







SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 11.

MEETING DATE: 6/11/2019

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: Tracey Belton, Interim Director

AGENDA ITEM PREPARER: Cynthia Larca

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM

Approve contract renewal with Seneca Family of Agencies for Resource Family Approval and associated services for the period of July 1, 2019 through June 30, 2020, not to exceed amount of \$90,000.00.

SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The contract with Seneca Family of Agencies (Seneca) is to provide the County Health and Human Services Agency, Child Welfare Department (CWS), with services that support the Resource Family Approval (RFA) program throughout San Benito County.

RFA was authorized through Senate Bill 1013 (Chapter 35, Statutes of 2012) and requires the State Department of Social Services, in consultation with the county welfare agencies, foster parent associations, and other interested community parties, to provide a unified, family-friendly and child-centered resource family approval process. RFA upgrades and unifies approval standards for all caregivers by replacing the existing multiple processes for licensing foster family homes, approving

relative and non-relative extended family members as foster care providers, and approving adoptive homes. RFA prepares families to better meet the needs of vulnerable children in the foster care system and allows seamless transition to permanency. RFA implementation is required of all counties and took effect on January 1, 2017 as part of the larger statutory framework of Continuum of Care Reform (CCR). Stated goals of CCR include placing dependent youth with resource families rather than in congregate care, and making concerted efforts to place youth within their communities.

The RFA is a complex process, requiring significant effort to recruit, train, and assess resource families that can meet immediate and long-term needs of youth. Such efforts require tremendous expertise and time, and pose a challenge on limited CWS staff.

To that end, a Request for Proposals (RFP) was developed by CWS management to identify qualified agencies or individuals who could provide the following program components:

1. Resource Family Recruitment, Retention, and Support
2. Preapproval Training for Resource Families
3. Post-approval and Ongoing Training for Resource Families
4. Psychosocial Assessments of Resource Families

The RFP, issued in mid-December 2016, received one response, from Seneca. Seneca is presently providing the program components listed above for Monterey County; they offer a level of expertise that meets the Department's and community's needs. Seneca has qualified, experienced staff dedicated to each of the program components.

The scope of services for does not include the recruitment component, but does include the family training sessions to be done in Spanish. This contract has a not to exceed amount of \$90,000. CWS receives State and Federal funding for RFA services and has included those funding allocations in the fiscal year 2019-2020 budget.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

221.80.2285.1000.619.250

CURRENT FY COST:

\$90,000

STAFF RECOMMENDATION:

Approve contract renewal with Seneca Family of Agencies for RFA and associated services for a period of July 1, 2019 through June 30, 2020 for a not to exceed amount of \$90,000.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
-------------	-------------	------

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and Seneca Family of Agencies ("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, 2019, and end on June 30, 2020, unless sooner terminated as specified herein.

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
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: California State Minimum

6. Termination.

The number of days of advance written notice required for termination of this contract is Ninety (90).

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: Tracey Belton

Title: Interim Director

Address: 1111 San Felipe Rd #206

Hollister, California 95023

E-Mail: tbelton@cosb.us

Telephone No.: 831-636-5146

Fax No.: 831-637-2910

Contract Administrator for CONTRACTOR:

Name: Ken Berrick

Title: President & CEO

Address: 6925 Chabot Rd.

Oakland, Ca. 94618

E-Mail: Ken_berrick@senecacenter.org

Telephone No.: 510-654-4004

Fax No.: _____

SIGNATURES

APPROVED BY COUNTY:

Name: _____

Chair, San Benito County Board of Supervisors

Date: _____

APPROVED BY CONTRACTOR:



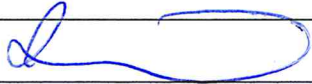
Name: Ken Berrick

Title: President/CEO

Date: 4/30/2019

APPROVED AS TO LEGAL FORM:

Barbara Thompson, San Benito County Counsel

By:  _____

Date: _____

ATTACHMENT A

Scope of Services

CONTRACTOR:

Provide pre-approval training for qualified Resource Family applicants

- Within two weeks of referral from COUNTY, CONTRACTOR will provide 12 hours of training that meets requirements of RFA Written Directive 6-06.
- Training sessions will be 3 hours long and take place weekly.
- Topics will be consistent with those required by Written Directive 6-06.
- CONTRACTOR will monitor attendance using attendance logs.
- CONTRACTOR will provide adequate training space for pre-approval training.

Provide post-approval training for approved Resource Family caregivers

- CONTRACTOR will offer monthly post-approval trainings. Sessions will be 2 hours long.
- Topics will meet requirements for 8 hours of annual post-approval training per Written Directive 8-01.
- CONTRACTOR will track completion of CPR and First Aid within 90 days of approval as a Resource Family.
- CONTRACTOR will provide adequate training space for post-approval training.

Conduct Family Evaluations (formerly Psychosocial Assessments) for qualified Resource Family applicants according to resource Family Approval Written Directives Article 6 Section 6-05: Family Evaluations

- Within 48 hours of referral from COUNTY, CONTRACTOR will make contact with referred Resource Family applicant to begin the Family Evaluation.
- COUNTY shall provide background check results of all adult applicants to the CONTRACTOR.
- CONTRACTOR may request the COUNTY to provide information obtained from CWS/CMS regarding the applicant.
- CONTRACTOR will report to COUNTY any missed, canceled, or refused interviews with applicants and/or other residents in the applicant's home.
- CONTRACTOR will complete Family Evaluation within 60 days of referral.
- CONTRACTOR will submit the written Family Evaluation to COUNTY within 10 calendar days of completion.

Office space:

- CONTRACTOR will maintain office space in Hollister, California for contact with Resource Families. CONTRACTOR will allow COUNTY to utilize the leased office space for program related activities. Scheduling of office space use will be coordinated with CONTRACTOR to ensure there are no conflicts to said schedule.

Bi-Lingual:

- CONTRACTOR will secure a bi-lingual (Spanish) trainer to conduct 2 pre-approval and 2 post approval training sessions for non-english speaking families.
- COUNTY will assist in the Spanish translation of all curriculum if it is not readily available.

COUNTY:

- Refer Resource Family applicants to CONTRACTOR for training and/or Family Evaluations.
- Meet quarterly with CONTRACTOR to identify successes and challenges to meeting contract requirements, and develop solutions for any administrative/technical issues.
- Pay CONTRACTOR for services rendered and properly invoiced to COUNTY.

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 all that apply)

- 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 \$ 90,000.

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) The not to exceed amounts for each specified program component are hereby incorporated as follows:
 - a. RFA Pre-Approval Training - \$3,400 for each 4 week session, for a total of 14 sessions (Two in Spanish), not to exceed \$47,600
 - b. RFA – Post-Approval Training - \$600 per training class, for a total of 14 classes (Two in Spanish), not to exceed \$8,400
 - c. RFA – Evaluations - \$2,000 for each evaluation, with a not to exceed amount of \$34,000

- b) CONTRACTOR may, with written COUNTY approval, transfer budgeted amounts between components.

Accounting contact for COUNTY:

Name: Casey Estorga

Title: Fiscal Officer

Address: 1111 San Felipe Rd. #206

Hollister, California 95023

E-Mail: cestorga@cosb.us

Telephone No.: 831-630-5179

Fax No.: 831-636-4194

Accounting contact for CONTRACTOR:

Name: Ken Berrick

Title: President & CEO

Address: 6925 Chabot Rd.

Oakland, Ca. 94618

E-Mail: ken_berrick@senecacenter.org

Telephone No.: 510-654-4004

Fax No.: _____

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. CONTRACTOR certifies that no one who has or will have any financial interest under this contract is an officer or employee of COUNTY.

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 the execution of this contract. For purposes of this paragraph, obligations arising prior to 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 shall give CONTRACTOR notice of the amount of any offset and the reason for the deduction.

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

PUBLIC SOCIAL SERVICES INFORMATION CONFIDENTIALITY STATEMENT
Consultants and Independent Contractors
Accessing Child Protective Services Records

The Health & Human Services Agency (H&HSA) is responsible for securing confidential information from individuals and families for purposes of providing public social services. H&HSA takes this responsibility seriously. By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Child Protective Services case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the San Benito County Health and Human Services Agency - Child Protective Services Department.

You may only access confidential information if you have a specific program business need for that information in the performance of your contract with County. You may only disclose confidential information to the contract administrator, child welfare staff, Agency Director or Child Welfare Deputy Director or other individuals specifically named in the contract with County. If you access confidential information without a specific program business need or if you disclose confidential information to any person other than those specified in the contract or this confidentiality statement, your contract may be immediately terminated by the County, and you may be subject to criminally fines or penalties.

By your signature and initials below, you acknowledge that confidential child protective services information is subject to strict confidentiality requirements imposed by state and federal law including, but not limited to: California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144, and California W&I Code §10850.

READ AND INITIAL EACH OF THE STATEMENTS PRINTED BELOW

I certify that, in order to ensure the confidentiality and security of data, I agree to:

- Access, distribute, share, and retain confidential data only as authorized and only as needed to conduct Agency business as required to perform my contract scope of services.
Store under secure conditions all confidential data that I retain and ensure its confidential and timely destruction when no longer needed to fulfill the services under my contract.
Respect the confidentiality and privacy of individuals whose data I access.
Protect confidential information located at my place of business.
Report immediately to the County any and all apparent and suspected security breaches of County confidential information.

I Certify that I agree NOT to:

- Discuss verbally or distribute in electronic or printed formats any confidential data except as authorized and as needed to perform my contract scope of services.
Make unauthorized copies of confidential data.
Engage in any activity that would compromise the security or confidentiality of data held in County records.

I certify that I have read, understand and initialed the confidentiality statement printed above and agree to comply with them.

Handwritten signature: Felicia Galvan, Felicia Galvan, Date: 4/30/19
CONTRACTOR NAME SIGNATURE Date

ATTACHMENT E
SAN BENITO COUNTY
BUSINESS ASSOCIATE ADDENDUM

- (a) Contractor shall comply with, and assist the County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; “HIPAA”) and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164), hereinafter collectively referred to as the “Privacy Rule.” Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms are used in the Privacy Rule.
- (b) Except as otherwise limited in this Addendum, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of the County as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule with which the County complies.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Addendum, or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum.
- (f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor as a result of a use or disclosure of Protected Health Information by Contractor which is in violation of the requirements of this Agreement.
- (g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, created, or received by Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set; this Protected Health Information will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
- (i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs, pursuant to 45 CFR Section 164.526, at the request of the County or an Individual, and in the time and manner designated by the County.
- (j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County, to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.

- (k) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services (“Secretary”), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County’s compliance with the Privacy Rule.
- (m) A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.
 - (1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.
 - (2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.
- (n) The Parties agree to take action to amend this Agreement from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.

VENDOR ASSURANCE OF COMPLIANCE WITH
THE San Benito COUNTY
WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT Seneca family of Agnew

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

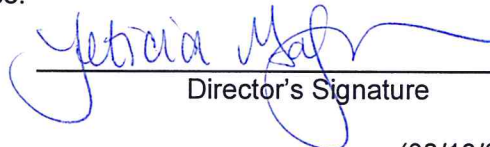
BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

4/30/19

Date

6925 Chabot Rd. Oakland CA 94618
Address of vendor/recipient


Director's Signature

(08/13/01)



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 12.

MEETING DATE: 6/11/2019

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: Tracey Belton, Interim Director

AGENDA ITEM PREPARER: Andi Anderson

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM

Approve Application for Subsequent Local Area Designation and Local Board Re-certification Program Year 2019-21; authorize the Workforce Development Board (WDB) Chair and the Chair of the Board of Supervisors to sign the application and any amendments and documents pertaining to the application.

SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The CA Workforce Development Board (CWIB) and the Employment Development Department (EDD) is requiring that each Workforce Development Board (WDB) submit the **Application for Subsequent Local Area Designation and Local Board Recertification Program Year 2019-21** under the Workforce Innovation Opportunity Act (WIOA). Per the State's guidelines, WDBs were allowed to submit an unsigned copy of the application to the State by May 30, 2019 with the final signed copy by the end of June.

The local Workforce Development Board (WDB) set's policy and provides direction and guidance to staff for the operations of the America's Job Center of CA (AJCC) and the operations of workforce programs including Vocational Training, Work Experience, On-the-Job Training, Prison to Employment, business services, Rapid Response...etc.

BUDGETED:

No

SBC BUDGET LINE ITEM NUMBER:

N/A

CURRENT FY COST:

0

STAFF RECOMMENDATION:

Approval of the local Application for Subsequent Local Area Designation and Local Board Recertification Program Year 2019-21 under the WIOA and authorize the WDB Chair and the Chair of the Board of Supervisors to sign the application and any amendments and documents pertaining to the application.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
LWDB Recertification Request PY 2019-2021	5/17/2019	Cover Memo

Existing Local Area

**Application for Subsequent Local Area Designation
and
Local Board Recertification
Program Year 2019-21**

Local Workforce Development Area

San Benito County

Local Board Membership

The WIOA Section 107(b)(2)(A) through (E) states the requirements for nominating and selecting members in each membership category. The WIOA Section 107(b)(2)(A) requires that business members constitute a majority of the Local Board. The chairperson shall be a business representative, per WIOA Section 107(b)(3).

The local Chief Elected Official (CEO) is required to provide the names of the individuals appointed for each category listed on the following pages o, attach a roster of the current Local Board which identifies each member’s respective membership category.

BUSINESS – A majority of the members **must** be representatives of business in the Local Area who (i) are owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policy-making or hiring authority; (ii) represent businesses, including small businesses, or organizations; and (iii) are appointed from among individuals nominated by local business organizations and business trade association (WIOA Section 107[b][2][A]).

Please identify the Local Board chairperson by typing CHAIR after his/her name.

Name	Title	Entity	Appointment Date	Term End Date
1. Bianchi, Richard, Chair	Ranch Manager	Sabor Farms	2/7/14	02/07/20
2. Frowein, Chuck	Owner/Operator	Grillin & Chillin Alehouse	2/5/19	2/5/22
3. Giacalone, Joe	Construction Mgr.	Giacalone Management, Inc	1/5/19	1/5/22
4. Para, Karen	Broker Associate	Intero Real Estate Services	9/27/16	9/27/19
5. Perez, Richard, Sr		Owner Dream Vacations	9/27/16	9/27/19
6. Rodriguez, Jose	Assistant Project Manager	Veolia Water, CWEA	9/27/16	9/27/19

LABOR – Not less than 20 percent of the members must be representatives of workforce within the Local Area who

must include (i) representatives of labor organizations who have been nominated by state labor federations; (ii) a member of a labor organization or a training director from a joint labor-

management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area; and

may include (iii) representatives of community based organizations with demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, veterans, or individuals with disabilities; and (iv) representatives of organizations with demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth and/or out-of-school youth (WIOA Section 107[b][2][B]).

Name	Title	Entity	Appointment Date	Term End Date
1. Hartmann, Andy	Union Electrician	Ibew234	9/27/16	9/27/19
2. Gonzalez, Al Jr	Labor Union Representative	Local 393 Union	12/15/15	12/15/21

Education – Each Local Board shall include representatives of entities administering education and training activities in the Local Area who

must include (i) a representative of eligible providers administering Title II adult education and literacy activities; (ii) a representative of institutions of higher education providing workforce investment activities; and

may include (iii) representatives of local educational agencies, and community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment (WIOA Section 107[b][2][C]).

Name	Title	Entity	Appointment Date	Term End Date
1. Brown, Randy	Gavilan College	Gavilan College	1/23/18	1/23/21
2. Bradford, Duane	Supervisor	Dept. of Rehabilitation	1/8/15	1/23/21

Economic and Community Development – Each Local Board shall include representatives of governmental, economic, and community development entities serving the Local Area who

must include (i) a representative of economic and community development entities; (ii) a representative from the State employment service office under the *Wagner-Peyser Act*; (iii) a representative of the Vocational Rehabilitation program; and

may include (iv) representatives of agencies or entities administering programs serving the Local Area relating to transportation, housing, and public assistance; (v) Representatives of philanthropic organizations serving the Local Area; and (E) individuals or representatives of

entities as the chief elected official in the Local Area may determine to be appropriate (WIOA Section 107[b][2][D] and [E]).

Name	Title	Entity	Appointment Date	Term End Date
1. Alarid, Kristi	Director	HOPE Services	12/17/13	12/17/19
2. Bobsin, Kendra	Resource & Referral Coordinator	Go Kids, Inc	5/6/14	5/9/20
3. Chavez Wyatt, Kristina	Executive Director	San Benito County Business Council	12/15/15	12/15/21
4. Leonor, Nelson	Employment Program Manager	Employment Development Department	2/5/19	2/5/22

Sustained Fiscal Integrity

The Local Area hereby certifies that it has not been found in violation of one or more of the following during PYs 16-17 or 17-18:

- **Final determination of significant finding(s)** from audits, evaluations, or other reviews conducted by state or local governmental agencies or the Department of Labor identifying issues of fiscal integrity or misexpended funds due to the willful disregard or failure to comply with any WIA requirement, such as failure to grant priority of service or verify participant eligibility.
- **Gross negligence** – defined as a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both.
- **Failure to observe accepted standards of administration.** Local Areas must have adhered to the applicable uniform administrative requirements set forth in Title 29 *Code of Federal Regulations* (CFR) Parts 95 and 97, appropriate Office of Management and Budget circulars or rules, WIOA regulations, and state guidance.

Highlights of these responsibilities include the following:

- Timely reporting of WIOA participant and expenditure data

- Timely completion and submission of the required annual single audit
- ***Have not been placed on cash hold for longer than 30 days***

(In alignment with WIOA Section 106[e][2])

Engaged in Regional Planning

The Local Area hereby certifies that it has participated in and contributed to regional planning and negotiating regional performance measures in the following ways:

1. Participated in regional negotiation of performance measures.
2. Local WDB and CLEO reviewed and approved the regional plan, and regional plan modification.
3. Held stakeholder input sessions for the regional plan modification.
4. Participating in regularly scheduled meetings of the region's WDB Directors.
5. Participating in regional Slingshot efforts, previously and currently.
6. Convening a regional business services team to identify common messaging strategies.
7. Participating in regional exploration of healthcare as a common priority sector and whether there are areas for possible regional collaboration (Healthcare Taskforce).
8. Participating in regional staff development and training efforts.
9. Coordinated with regional partners in P2E planning and systems development.
10. Reviewed and ranked regional indicators of success.

Local Area Assurances

Through PY 19-21, the Local Area assures the following:

- A. It will comply with the applicable uniform administrative requirements, cost principles, and audit requirements included in the appropriate circulars or rules of the Office of Management and Budget (WIOA Section 184[a][2] and [3]).

Highlights of this assurance include the following:

- The Local Area's procurement procedures will avoid acquisition of unnecessary or duplicative items, software, and subscriptions (in alignment with Title 2 CFR Section 200.318).
- The Local Area will maintain and provide accounting and program records, including supporting source documentation, to auditors at all levels, as permitted by law (Title 2 CFR Section 200.508).

Note that failure to comply with the audit requirements specified in Title 2 CFR Part 200 Subpart F will subject the Local Area to potential cash hold (Title 2 CFR Section 200.338).

- B. All financial reporting will be done in compliance with federal and state regulations and guidance.

Highlights of this assurance include the following:

- Reporting will be done in compliance with Workforce Services Directive *Quarterly and Monthly Financial Reporting Requirements* (WSD16-13) (November 28, 2016).
- All close out reports will comply with the policies and procedures listed in Workforce Services Directive *WIOA Closeout Requirements* (WSD16-05) (July 29, 2016).

Note that failure to comply with financial reporting requirements will subject the Local Area to potential cash hold. (Title 2 CFR Section 200.338)

- C. Funds will be spent in accordance with federal and state laws, regulations, and guidance.

Highlights of this assurance include the following:

- The Local Area will meet the requirements of State Assembly Bill 1149 (Chapter 324, Statutes of 2017), to spend a minimum of 30 percent of combined total of adult and dislocated worker formula fund allocations on training services (*California Unemployment Insurance Code* Section, 14211).

- The Local Area will not use funds to assist, promote, or deter union organizing (WIOA Section 181[b][7]).
- D. The Local Board will select the America's Job Center of CaliforniaSM (AJCC) Operator(s), with the agreement of the local CEO, through a competitive process such as a Request for Proposal (RFP), unless granted a waiver by the state (WIOA Section 121[d][2][A] and 107[g][2]).
 - E. The Local Board will collect, enter, and maintain data related to participant enrollment, activities, and performance necessary to meet all CalJOBSSM reporting requirements and deadlines.
 - F. The Local Board will comply with the nondiscrimination provisions of WIOA Section 188, including the collection of necessary data.
 - G. The Local Area will engage in and contribute to, regional planning and regional plan implementation (for example, the Local Area has participated in regional planning meetings and regional plan implementation efforts, and the Local Board and local CEO have reviewed and approved the regional plan and modifications).
 - H. The Local Area will participate in regional performance negotiations.
 - I. It will comply with State Board policies and guidelines, legislative mandates and/or other special provisions as may be required under federal law or policy, including the WIOA or state legislation.
 - J. Priority shall be given to veterans, recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient for receipt of career and training services funded by WIOA Adult funding (WIOA Section 134[c][3][E] and Training and Employment Guidance Letter 19-16, Subject: *Guidance on Services provided through the Adult and Dislocated Worker Programs under the Workforce Innovation and Opportunity Act (WIOA) and the Wagner-Peyser Act Employment Service (ES), as amended by title III of the WIOA Final Rules, (March 1, 2017).*

Application Signature Page

Instructions – The local CEO and Local Board chair must sign and date this form. Include the original signatures in the application package.

By signing the application below, the local CEO and Local Board chair request subsequent designation of the existing Local Area and subsequent certification of the existing Local Board. They certify that the Local Area has performed successfully, sustained fiscal integrity during PYs 2016-2017 or 2017-2018, and engaged in the regional planning process as described in Section 106 (c)(1). Additionally, they agree to abide by the Local Area assurances included in this application.

Local Workforce Development Board Chair

Local Chief Elected Official

Signature

Signature

Richard Bianchi

Name

Name

Chair

Title

Title

Date

Date



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 13.

MEETING DATE: 6/11/2019

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: Tracey Belton, Interim

AGENDA ITEM PREPARER: Cynthia Larca

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM

Approve contract renewal with Dr. David Ghilarducci for professional services as Acting County Public Health Officer (HO) for the term July 1, 2019 - June 30 2020 in the event of absence of current Health Officer on vacation, sick leave or other absence at a cost not to exceed \$16,000.00.
SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Public Health Services is mandated by statute (CCR 1250 & 1256) to have a Public Health Officer available for public health emergencies and public health operations at all times. A contract for an acting Health Officer is warranted and necessary for times when the current interim Health Officer is unavailable

The contract has been incorporated in the FY19/20 requested budget. There is no impact to the county general fund.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

224.80.2390

CURRENT FY COST:

\$16,000

STAFF RECOMMENDATION:

Approve and Authorize Board Chair to sign a professional services contract with Dr. David Ghilarducci M.D. for the period of July 1, 2019 to June 30, 2020, in the amount of \$16,000.00.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description

Dr. Ghilarducci Contract

Upload Date

5/21/2019

Type

Standard Contract

Professional Services Contract for Health Officer Services

This Professional Services contract ("Contract") is between the County of San Benito ("County"), a political subdivision of the State of California, and David Ghilarducci, MD FACEP, a licensed physician ("Contractor").

1. **Services to be Performed:** Contractor agrees to provide County with Health Officer services as described in Attachment "A", Scope of Services.
2. **Term:** This Contract shall begin on July 1, 2019, and end on June 30, 2020, unless sooner terminated as specified in Section 19, Termination.
3. **Compensation:** Contractor shall be paid at a base rate of two thousand (\$2,000.00) per week for services as Health Officer, prorated for partial weeks. Total contract amount shall not exceed sixteen thousand dollars (\$16,000).
4. **Method of Payment:** Contractor shall be paid on a monthly basis one month in arrears.
5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that he is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.
 - A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.
 - B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.
6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of five (5) years following audit, or from the date of final payment to Contractor under this Contract, whichever is later.
 - A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of five (5) years following audit, or from the date of termination or completion of this Contract.
 - B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or the Director of Health and Human Services. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.

C. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.

9. **Insurance:** The parties at their own cost agree to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:

A. **Automobile Liability Coverage:** Contractor shall maintain personal automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract.

B. **Professional Liability Insurance (Medical Malpractice):** County will add Contractor to its professional liability insurance for the term of this contract and only for work performed under this contract.

C. Each party shall provide notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.

D. The required coverage shall be maintained in effect throughout the term of this contract.

E. **Proof of Coverage:** At the time of execution of this contract, parties shall furnish each other with copies of its insurance policies and endorsements affecting coverage required by this Contract.

10. **Performance Standards:** Contractor shall use the standard of care in its profession and comply with all applicable federal, state and local laws, codes, ordinances and regulations.

11. **Licenses:** Contractor represents and warrants to County that it has all licenses and qualifications of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses which are legally required of Contractor to practice its trade and/or profession.

12. **Controlling Law Venue:** This Contract is made in the County of San Benito, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of San Benito.

13. **Written Notification:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

Contract Administrator for County :

Cynthia Larca, Deputy Director
Health & Human Services Agency
1111 San Felipe Road, Suite 206
Hollister, CA 95023
(831) 634-4908

Contract Administrator for Contractor:

David Ghilarducci, MD FACEP
268 Calvin Place
Santa Cruz, CA 95060
(831) 334-0271

14. **Entire Contract:** This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

15. **Amendments :** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.

16. **Waiver:** No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.

17. **Execution:** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.

18. **Assignment & Subcontracting:** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully

responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

19. **Termination** : This Contract may be terminated for the following reasons:
- A. Immediately for cause if either party violates any of the terms or provisions of this Contract; or
 - B. By either party without cause upon thirty (30) days written notice of termination.

20. **Partial Invalidity**. If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

21. **Attachments**: All attachments referred to are incorporated and made part of the Contract. Attachments include: Attachment "A" Scope of Services and Attachment "B" Payment Schedule.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on this _____ day of _____.

SIGNATURES

APPROVED BY COUNTY:

Name: _____

Chair, San Benito County Board of Supervisors

Date: _____

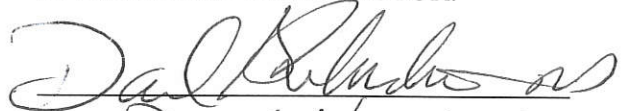
APPROVED AS TO LEGAL FORM:

San Benito County Counsel

By: 

Date: 5-22-2019

APPROVED BY CONTRACTOR:



Name: David Ghiladucci MD

Title: _____

Date: 5/8/19



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 14.

MEETING DATE: 6/11/2019

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: Tracey Belton, Interim

AGENDA ITEM PREPARER: Cynthia Larca

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM

Authorize the Health & Human Services Agency (HHSA) Director to sign the Standard Agreement Amendment (17-10185 A01) with the California Department of Public Health for public health emergency preparedness activities on behalf of the County of San Benito for the term of July 1, 2017-June 30, 2022.

SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

San Benito County has received Public Health Emergency Preparedness/Hospital Program Preparedness (PHEP/HPP) funds from California Department of Public Health-Emergency Preparedness Office (CDPH-EPO) for the past fifteen years to maintain county preparedness for a medical surge in the event of a major public health disaster in San Benito County. In addition, HPP funds are provided to partners to build their emergency response efforts.

Staff is requesting approval to accept the Public Health Emergency Preparedness Standard Agreement Amendment for the term of July 1, 2017-June 30, 2022. This Amendment is to revise Exhibit B, Budget, to shift funds between categories to allow the contractor to complete services outlined in the Scope of Work. The total amount of the grant remains the same, \$1,662,585. This funding shift was anticipated and is included in the FY 2019/2020 budget.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

224.80.2450.1000.590.001

CURRENT FY COST:

\$498,071

STAFF RECOMMENDATION:

It is respectfully recommended that the Board of Supervisors:

1) Authorize the HHSA Director to sign the Standard Agreement Amendment and any future amendments, with the California Department of Public Health on behalf of the County of San Benito for the term of July 1, 2017-June 30, 2022.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Contract Amendment - A01	5/21/2019	Contract Amendment
Original Contract Face Pages	5/20/2019	Backup Material
Original Exhibit A Scope of Work	5/20/2019	Backup Material
Original Budget Exhibit B	5/20/2019	Backup Material
Original Exhibit D	5/20/2019	Backup Material
Original Exhibit E	5/20/2019	Backup Material
Original Exhibit F	5/20/2019	Backup Material
Original Exhibit G	5/20/2019	Backup Material
Original Exhibit H	5/20/2019	Backup Material

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD 213A (Rev 6/03)

Check here if additional pages are added: ___ Page(s)

Agreement Number 17-10185	Amendment Number A01
Registration Number:	

1. This Agreement is entered into between the State Agency and Contractor named below:

State Agency's Name California Department of Public Health	Also known as CDPH or the State
Contractor's Name San Benito County	(Also referred to as Contractor)
2. The term of this Agreement is: July 1, 2017 through June 30, 2022
3. The maximum amount of this Agreement after this amendment is: \$ 1,662,585.00
 One Million Six Hundred Sixty Two Thousand Five Hundred Eighty Five Dollars
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- I. **Purpose of amendment:** This amendment is to revise Exhibit B, Budget, to shift funds between categories to allow the contractor to complete services outlined in the Scope of Work (SOW).
- II. Certain changes made in this amendment are shown as: Text additions are displayed in bold and underline. Text deletions are displayed as strike through text (i.e., Strike).
- III. Exhibit B – Attachment 1, San Benito Budget Cost Sheet Years 1-5 is hereby replaced in its entirety.

**APPROVED AS TO LEGAL FORM
 SAN BENITO COUNTY COUNSEL**

DEPUTY COUNTY COUNSEL 5-22-19 **DATE**

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) San Benito County		
By (Authorized Signature) Tracey Belton, Interim Agency Director	Date Signed (Do not type)	
Printed Name and Title of Person Signing		
Address 1111 San Felipe Road, Ste 206, Hollister, CA 95023		
STATE OF CALIFORNIA		
Agency Name California Department of Public Health		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Jeffrey Mapes, Chief, Contracts Management Unit		
Address 1616 Capitol Avenue, Suite 74.262, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		
		<input checked="" type="checkbox"/> Exempt per: HSC 101319

Exhibit B - Attachment 1
 San Benito County Budget Cost Sheet Years 1-5

San Benito County
 17-10185

PERSONNEL	SALARY RANGE	PHEP BUDGET YEARS 1-5		HPP BUDGET YEARS 1-5		PANFLU BUDGET YEARS 1-5		TOTAL BUDGETS Years 1-5	
Program Manager	\$ 7,371.00 - \$ 8,959.00								
Emergency Serv. Specialist/HPP Coordinator	\$ 5,475.00 - \$ 6,655.00								
	\$ - - \$ -								
	\$ - - \$ -								
TOTAL PERSONNEL COST (salary/fringe)		\$ 407,540	\$ 433,760	\$ 222,970	\$ 226,930	\$ 234,805	\$ 857,410	\$ 891,535	
OPERATING COST									
Office Supplies, exercise material and supplies, communication, lap tops									
TOTAL OPERATING COST		\$ 56,205	\$ 41,205	\$ 27,125	\$ 86,430	\$ 9,075	\$ 92,405	\$ 136,710	
TRAVEL									
In-State									
Out-of-State									
TOTAL TRAVEL COST		\$ 45,330	\$ 25,330	\$ 14,500	\$ 8,500	\$ 3,000	\$ 68,330	\$ 42,830	
MAJOR EQUIPMENT									
Trailer, generator, lab equipment									
TOTAL EQUIPMENT		\$ -	\$ -	\$ 139,305	\$ 40,000	\$ -	\$ 139,305	\$ 40,000	
OTHER COSTS									
Software/licenses, training, exercise material and maintenance agreements									
TOTAL OTHER COST		\$ 38,000	\$ 38,000	\$ 36,735	\$ 8,000	\$ 3,000	\$ 82,735	\$ 77,735	
SUBCONTRACTS									
TOTAL SUBCONTRACTS		\$ 54,875	\$ 54,875	\$ 150,000	\$ 190,000	\$ -	\$ 204,875	\$ 244,875	
INDIRECT		\$ 105,055	\$ 113,805	\$ 55,740	\$ 56,730	\$ 59,355	\$ 217,525	\$ 228,900	
TOTAL BUDGET		\$ 706,975	\$ 706,975	\$ 646,375	\$ 309,235	\$ 309,235	\$ 1,662,585	\$ 1,662,585	

STANDARD AGREEMENT

STD 213 (Rev 06/03)

REGISTRATION NUMBER

AGREEMENT NUMBER

17-10185

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

(Also referred to as CDPH or the State)

California Department of Public Health

CONTRACTOR'S NAME

(Also referred to as Contractor)

San Benito County

2. The term of this Agreement is: July 1, 2017 through June 30, 2022

3. The maximum amount of this Agreement is: \$ 1,662,585.00 One Million Six Hundred Sixty Two Thousand Five Hundred Eighty Five Dollars and No Cents.

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A - Scope of Work	2 pages
Attachment 1, Local Scope of Work	22 pages
Exhibit B - Budget Detail and Payment Provisions	5 pages
Attachment 1, Local Budget Cost Sheet Years 1-5	1 page
Attachment 2, Payment Criteria	1 page
Exhibit C * - General Terms and Conditions	<u>GTC 4/2017</u>
Exhibit D - Special Terms and Conditions	16 pages
Exhibit E - Additional Provisions	4 pages
Exhibit F - Federal Terms and Conditions	10 pages
Exhibit G - Glossary of EPO Related Acronyms and Terms	11 pages
Exhibit H - Contractor's Release	1 page



Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

San Benito County

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

James A Rydingsword, Agency Director

ADDRESS

1111 San Felipe Road, Ste 206, Hollister, CA 95023

STATE OF CALIFORNIA

AGENCY NAME

California Department of Public Health

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jeff Mapes, Chief, Contracts Management Unit

ADDRESS

1616 Capitol Avenue, Suite 74.317, MS 1802, PO Box 997377 Sacramento, CA 95899-7377

California Department of General Services Use Only

Exempt per: HCS 101319

APPROVED AS TO LEGAL FORM SAN BENITO COUNTY COUNSEL

[Signature] 6-29-17 DEPUTY COUNTY COUNSEL DATE

Exhibit A
Scope of Work

1. Background

This Agreement is made under authority of California Health and Safety Code, Sections 101315 to 101319. The State of California, Department of Public Health ("CDPH") receives federal funds from the National Hospital Preparedness Program and Public Health Emergency Preparedness Cooperative Agreement Programs, CDC-RFA-TP17-1701, CFDA Number 93.074. The Legislature has appropriated the Federal funds to CDPH in the annual Budget Act for allocation by CDPH to the local health jurisdiction and/or local entity.

2. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein.

The San Benito County Emergency Preparedness (EP) program will, based upon their local program priorities, develop and implement specific activities in accordance with the requirements of the Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness (PHEP) Capabilities, the Hospital Preparedness Program (HPP) Capabilities, and Pandemic Influenza (Pan Flu) Work Plans and the Local Grant Application Guidance (Guidance) for Financial Year (FY) 2017-22 by completing templates provided within the Guidance.

For all funding streams, see Attachment A 1: Scope of Work/Work Plan

3. Service Location

The services shall be performed at applicable facilities in **San Benito County**.

4. Service Hours

The services shall be provided during normal Contractor working hours, Monday through Friday, excluding national and State holidays.

5. Services to be Performed

The services to be performed by the Contractor and activities specified in the Application, Work Plans and Budgets submitted to CDPH which are incorporated by reference herein.

6. Project Representatives

A. The project representatives during the term of this Agreement will be:

California Department of Public Health	San Benito County
EPO Contract Manager Derek J. Lambeth Telephone: (916) 650-0423 Fax: (916) 650-6420 Email: Derek.Lambeth@cdph.ca.gov	Name: Samela Perez Telephone: (831) 637-5367 Fax: (831) 637-9073 Email: sperez@cosb.us

Exhibit A
Scope of Work

B. Direct all inquiries to:

California Department of Public Health	San Benito County
Emergency Preparedness Office Attention: Local Emergency Preparedness Section MS 7002 P.O. Box 997377 Sacramento, CA 95899-7377 Telephone: (916) 650-6416 Fax: (916) 650-6420	Public Health Department 439 4th street Hollister, CA. 95023 Telephone: (831) 637-5367 Fax: (831) 637-9073

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

7. Required Deliverables for Program Review and Evaluation

A. The Contractor will submit as deliverables to the Emergency Preparedness Office the following documents:

- 1) Contractor must submit semi-annual written progress reports and expenditure reports according to the schedule shown below. The purpose of the progress reports and expenditure reports are to document activities and expenditure of funds.

Midyear: July 1 st - December 31 st	Due Date: January 31 st , annually
Year-End: July 1 st - June 30 th	Due Date: August 1 st , annually

- 2) Each progress report shall include, but not be limited to, data and information required by statute (cost report and progress on program activities) and information needed to satisfy federal reporting and CDPH monitoring requirements; including, Performance Measures and other data as required in the federal funding announcement. The reports shall be submitted in accordance with procedures and a format required by CDPH.

8. Subcontracts Requirements

Subcontracts with other governmental agencies may be allowed with prior CDPH approval.

9. Work Plan Requirements

See the attached Exhibit A, Attachment 1 as follows for a detailed description of the services to be performed.

10. Local Work Plan and Budget Detail Requirements

Local Entities must have an approved annual Work Plan and detailed budget (based on the annual allocation amount as determined by CDPH) each grant year for the duration of this Agreement. no later than a date determined by CDPH in order to receive Q1 Advance Payment.

Exhibit A – Attachment 1
San Benito County Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 1: Foundation for Health Care and Medical Readiness

Objective: Strengthen the ability of a community's healthcare system to prepare, respond, and recover from incidents that have a public health and medical impact in the short and long term. The healthcare system role in community preparedness involves coordination with emergency management, public health, mental/behavioral health providers, community and faith-based partners, state, local, and territorial governments to do the following: 1) Provide and sustain a tiered, scalable, and flexible approach to attain needed disaster response and recovery capabilities while not jeopardizing services to individuals in the community; 2) Provide timely monitoring and management of resources; 3) Coordinate the allocation of emergency medical care resources; and 4) Provide timely and relevant information on the status of the incident and healthcare system to key stakeholders. Healthcare system preparedness is achieved through a continuous cycle of planning, organizing and equipping, training, exercises, evaluations and corrective actions.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Objective 1: Establish and operationalize a health care coalition <input checked="" type="checkbox"/> Objective 2: Identify risk and needs <input checked="" type="checkbox"/> Objective 3: Develop a health care coalition preparedness plan <input checked="" type="checkbox"/> Objective 4: Train and prepare the health care and medical workforce <input checked="" type="checkbox"/> Objective 5: Ensure preparedness is sustainable 	<p>7/1/17 – 6/30/22</p>	<ol style="list-style-type: none"> 1. Define health care coalition boundaries 2. Identify health care coalition members 3. Establish health care coalition governance 4. Assess hazard vulnerabilities and risks 5. Assess regional health care resources 6. Prioritize resource gaps and mitigation strategies 7. Assess community planning for children, pregnant women, seniors, individuals with access and functional needs, including people with disabilities, and others with unique needs 8. Assess and identify regulatory compliance requirements 9. Promote role-appropriate National Incident Management System implementation 10. Educate and train on identified preparedness and response gaps 11. Plan and conduct coordinated exercises with health care coalition members and other response organizations 12. Align exercises with federal standards and facility regulatory and accreditation requirements 13. Evaluate exercises and responses to emergencies 14. Share leading practices and lessons learned 15. Promote the value of health care and medical readiness 16. Engage health care executives 17. Engage clinicians 18. Engage community leaders 19. Promote sustainability of health care coalitions

Exhibit A – Attachment 1
San Benito County Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 2: Health Care and Medical Response Coordination

Objective: Collaborate with Emergency Management and other community partners, (public health, business, education and other partners) to develop efficient processes and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible. The focus is an effective and efficient return to normalcy or a new standard of normalcy for the provision of healthcare delivery to the community.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Objective 1: Develop and coordinate health care organization and health care coalition response plans <input checked="" type="checkbox"/> Objective 2: Utilize information sharing procedures and platforms <input checked="" type="checkbox"/> Objective 3: Coordinate response strategy, resources, and communications 	<p>7/1/17 – 6/30/22</p>	<ol style="list-style-type: none"> 1. Develop a health care organization emergency operations plan 2. Develop a health care coalition response plan 3. Develop information sharing procedures 4. Identify information access and data protection procedures 5. Utilize communications systems and platforms 6. Identify and coordinate resource needs during an emergency 7. Coordinate incident action planning during an emergency 8. Communicate with health care providers, non-clinical staff, patients, and visitors during an emergency 9. Communicate with the public during an emergency

Exhibit A – Attachment 1
San Benito County Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 3: Continuity of Health Care Service Delivery

Objective: Strengthen ability for healthcare organizations to engage with incident management at the Emergency Operations Center or with on-scene incident management during an incident to coordinate information and resource allocation for affected healthcare organizations. This is done through multi-agency coordination representing healthcare organizations or by integrating this coordination into plans and protocols that guide incident management to make the appropriate decisions. Coordination ensures that the healthcare organizations, incident management, and the public have relevant and timely information about the status and needs of the healthcare delivery system in the community. This enables healthcare organizations to coordinate their response with that of the community response and according to the framework of the National Incident Management System (NIMS).

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Objective 1: Identify essential functions for health care delivery <input checked="" type="checkbox"/> Objective 2: Plan for continuity of operations <input checked="" type="checkbox"/> Objective 3: Maintain access to non-personnel resources during an emergency <input checked="" type="checkbox"/> Objective 4: Develop strategies to protect health care information systems and networks <input checked="" type="checkbox"/> Objective 5: Protect responders' safety and health <input checked="" type="checkbox"/> Objective 6: Plan for and coordinate health care evacuation and relocation <input checked="" type="checkbox"/> Objective 7: Coordinate health care delivery system recovery 	<p>7/1/17 – 6/30/22</p>	<ol style="list-style-type: none"> 1. Develop a health care organization continuity of operations plan 2. Develop a health care coalition continuity of operations plan 3. Continue administrative and finance functions 4. Plan for health care organization sheltering-in-place 5. Assess supply chain integrity 6. Assess and address equipment, supply, and pharmaceutical requirements 7. Distribute resources required to protect the health care workforce 8. Train and exercise to promote responders' safety and health 9. Develop health care worker resilience 10. Develop and implement evacuation and relocation plans 11. Develop and implement evacuation transportation plans 12. Plan for health care delivery system recovery 13. Assess health care delivery system recovery after an emergency 14. Facilitate recovery assistance and implementation

Exhibit A – Attachment 1
San Benito County Scope of Work
Hospital Preparedness Program (HPP)

HPP Capability 4: Medical Surge

Objective: Coordinate with organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/behavioral health services for family members, responders, and survivors of an incident. Coordination also includes the proper and culturally sensitive storage of human remains during periods of increased deaths at healthcare organizations during an incident.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<p><input checked="" type="checkbox"/> Objective 1: Plan for a medical surge</p> <p><input checked="" type="checkbox"/> Objective 2: Respond to a medical surge</p>	<p>7/1/17 – 6/30/22</p>	<ol style="list-style-type: none"> 1. Incorporate medical surge planning into a health care organization emergency operations plan 2. Incorporate medical surge into an emergency medical services emergency operations plan 3. Incorporate medical surge into a health care coalition response plan 4. Implement emergency department and inpatient medical surge response 5. Implement out-of-hospital medical surge response 6. Develop an alternate care system 7. Provide pediatric care during a medical surge response 8. Provide surge management during a chemical or radiation emergency event 9. Provide burn care during a medical surge response 10. Provide trauma care during a medical surge response 11. Respond to behavioral health needs during a medical surge response 12. Enhance infectious disease preparedness and surge response 13. Distribute medical countermeasures during medical surge response 14. Manage mass fatalities

Exhibit A – Attachment 1
San Benito County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 1: Community Preparedness

Objective: The ability of communities to prepare for, withstand, and recover — in both the short and long terms — from public health incidents. By engaging and coordinating with emergency management, healthcare organizations (private and community-based), mental/behavioral health providers, community and faith-based partners, state, local, and territorial, public health's role in community preparedness is to do the following: 1) Support the development of public health, medical, and mental/behavioral health systems that support recovery; 2) Participate in awareness training with community and faith-based partners on how to prevent, respond to, and recover from public health incidents; 3) Promote awareness of and access to medical and mental/behavioral health resources that help protect the community's health and address the functional needs of at-risk individuals; 4) Engage public and private organizations in preparedness activities that represent the functional needs of at-risk individuals 5) Identify those populations that may be at higher risk for adverse health outcomes; and 6) Receive and/or integrate the health needs of populations who have been displaced due to incidents that have occurred in their own or distant communities.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<p><input checked="" type="checkbox"/> Function 1: Determine risks to the health of the jurisdiction</p> <p><input checked="" type="checkbox"/> Function 2: Build community partnerships to support health preparedness</p> <p><input checked="" type="checkbox"/> Function 3: Engage with community organizations to foster public health, medical, and mental/behavioral health social networks</p> <p><input checked="" type="checkbox"/> Function 4: Coordinate training or guidance to ensure community engagement in preparedness efforts</p>	<p>7/1/17 – 6/30/22</p>	<ol style="list-style-type: none"> 1. Maintain Public Health Emergency Preparedness Coordinator and staff trained in emergency preparedness outreach. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by California Department of Public Health (CDPH). 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
San Benito County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 2: Community Recovery

Objective: Strengthen capability to collaborate with community partners (e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels, and improved levels where possible.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Function 1: Identify and monitor public health, medical, and mental behavioral health system recovery needs <input checked="" type="checkbox"/> Function 2: Coordinate community public health, medical, and mental behavioral health system recovery operations <input checked="" type="checkbox"/> Function 3: Implement corrective actions to mitigate damages from future incidents 	<p>7/1/17 – 6/30/22</p>	<ol style="list-style-type: none"> 1. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 2. Revise work plan as directed by CDPH. 3. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 4. Complete and submit specific deliverables (response plans, After-Action Reports/Improvement Plans, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 5. Submit annual performance measure data as required by the federal government. 6. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
San Benito County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 3: Emergency Operations Coordination

Objective: Maintain Emergency operations coordination: the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices and with the National Incident Management System.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Function 1: Conduct preliminary assessment to determine need for public activation <input checked="" type="checkbox"/> Function 2: Activate public health emergency operations <input checked="" type="checkbox"/> Function 3: Develop incident response strategy <input checked="" type="checkbox"/> Function 4: Manage and sustain the public health response <input checked="" type="checkbox"/> Function 5: Demobilize and evaluate public health emergency operations 	<p>7/1/17 – 6/30/22</p>	<ol style="list-style-type: none"> 1. Maintain staff trained in emergency response activities. 2. Maintain or maintain access to emergency operations center for local public health and medical response with the health department or county. 3. Attend CDPH annual workshop, healthcare provider related workshops, Homeland Security, other approved emergency preparedness workshops, and CDC and ASPR sponsored workshops. 4. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 5. Revise work plan as directed by CDPH. 6. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 7. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules, emergency operations center maintenance and software) as described in approved work plan under each selected function for each budget year. 8. Submit annual performance measure data as required by the federal government. 9. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
San Benito County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 4: Emergency Public Information and Warning

Objective: Maintain ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Function 1: Activate the emergency public information system <input checked="" type="checkbox"/> Function 2: Determine the need for a joint public information system <input checked="" type="checkbox"/> Function 3: Establish and participate in information system operations <input checked="" type="checkbox"/> Function 4: Establish avenues for public interaction and information exchange <input checked="" type="checkbox"/> Function 5: Issue public information, alerts, warnings and notifications 	<p>7/1/17 – 6/30/22</p>	<ol style="list-style-type: none"> 1. Maintain access to trained public information staff. 2. Attend training specific to the PIO function during an emergency response. 3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 4. Revise work plan as directed by CDPH. 5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 7. Submit annual performance measure data as required by the federal government. 8. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
San Benito County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 5: Fatality Management

Objective: Coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Function 1: Determine role for public health in fatality management <input checked="" type="checkbox"/> Function 2: Activate public health fatality management operations <input checked="" type="checkbox"/> Function 3: Assist in the collection and dissemination of antemortem data <input checked="" type="checkbox"/> Function 4: Participate in survivor mental/behavioral health services <input checked="" type="checkbox"/> Function 5: Participate in fatality processing and storage operations 	<p>7/1/17 – 6/30/22</p>	<ol style="list-style-type: none"> 1. Maintain staff with expertise in data collection and dissemination. 2. Maintain partnership with local fatality management lead. 3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 4. Revise work plan as directed by CDPH. 5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 7. Submit annual performance measure data as required by the federal government.

Exhibit A – Attachment 1
San Benito County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 6: Information Sharing

Objective: Maintain capability to conduct multi-jurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for, and in response to, events or incidents of public health significance.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Function 1: Identify stakeholders to be incorporated into information flow <input checked="" type="checkbox"/> Function 2: Identify and develop rules and data elements for sharing <input checked="" type="checkbox"/> Function 3: Exchange information to determine a common operating picture 	<p>7/1/17 – 6/30/22</p>	<ol style="list-style-type: none"> 1. Maintain Health Alert Network Administration functions (CAHAN or CAHAN Replacement system) 2. Maintain Epidemiologist or other staff with expertise in data collection and dissemination. 3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 4. Revise work plan as directed by CDPH. 5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules, software/system costs for information sharing/redundant communications) as described in approved work plan under each selected function for each budget year. 7. Submit annual performance measure data as required by the federal government. 8. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
San Benito County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 7: Mass Care

Objective: Maintain ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that health needs continue to be met as the incident evolves.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Function 1: Determine public health role in mass care operations <input checked="" type="checkbox"/> Function 2: Determine mass care needs of the impacted population <input checked="" type="checkbox"/> Function 3: Coordinate public health, medical, and mental/behavioral health services <input checked="" type="checkbox"/> Function 4: Monitor mass care population health 	<p>7/1/17 – 6/30/22</p>	<ul style="list-style-type: none"> 1. Maintain partnership with local mass care lead. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
San Benito County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 8: Medical Countermeasure Dispensing

Objective: Maintain ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, and any others needed.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Function 1: Identify and initiate medical countermeasure (MCM) dispensing strategies <input checked="" type="checkbox"/> Function 2: Receive medical countermeasures <input checked="" type="checkbox"/> Function 3: Activate dispensing modalities <input checked="" type="checkbox"/> Function 4: Dispense medical countermeasures to identified population <input checked="" type="checkbox"/> Function 5: Report adverse events 	<p>7/1/17 – 6/30/22</p>	<ol style="list-style-type: none"> 1. Maintain Public Health Emergency Preparedness Coordinator and staff trained in emergency response activities. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, Rand drills as required, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Meet annual MCM distribution requirements including inventory system drill and facility call down drill. 7. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
San Benito County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 9: Medical Materiel Management and Distribution

Objective: Maintain ability to acquire, maintain (e.g., cold chain storage or other storage protocol) transport, distribute, and track medical materiel (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical materiel, as necessary, after an incident.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Function 1: Direct and activate medical materiel management and distribution <input checked="" type="checkbox"/> Function 2: Acquire medical materiel <input checked="" type="checkbox"/> Function 3: Maintain updated inventory management and reporting system <input checked="" type="checkbox"/> Function 4: Establish and maintain security <input checked="" type="checkbox"/> Function 5: Distribute medical materiel <input checked="" type="checkbox"/> Function 6: Recover medical materiel and demobilize distribution operations 	<p>7/1/17 – 6/30/22</p>	<ol style="list-style-type: none"> 1. Purchase, store, and/or maintain medical supplies and equipment to ensure operational readiness to respond to a public health or medical emergency. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
San Benito County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 10: Medical Surge

Objective: Maintain the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community, encompassing the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were comprised.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Function 1: Assess the nature and scope of the incident <input checked="" type="checkbox"/> Function 2: Support activation of medical surge <input checked="" type="checkbox"/> Function 3: Support jurisdictional medical surge operations <input checked="" type="checkbox"/> Function 4: Support demobilization of medical surge operations 	<p>7/1/17 – 6/30/22</p>	<ul style="list-style-type: none"> 1. Maintain partnership with County Hospital Preparedness Program to align activities and goals. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Purchase, store, and/or maintain medical supplies and equipment to ensure operational readiness to respond to a public health or medical emergency. 7. Submit annual performance measure data as required by the federal government. 8. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
San Benito County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 11: Non-Pharmaceutical Interventions

Objective: Maintain ability to recommend to the applicable local lead agency (if not local public health) and implement, if applicable, strategies for disease, injury and exposure control. Strategies include: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary protective behaviors.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Function 1: Engage partners and identify factors that impact non-pharmaceutical interventions <input checked="" type="checkbox"/> Function 2: Determine non-pharmaceutical interventions <input checked="" type="checkbox"/> Function 3: Implement non-pharmaceutical interventions <input checked="" type="checkbox"/> Function 4: Monitor non-pharmaceutical interventions 	<p>7/1/17 – 6/30/22</p>	<ol style="list-style-type: none"> 1. Maintain Public Health Emergency Preparedness Coordinator and staff trained in emergency response activities. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
San Benito County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 12: Public Health Laboratory Testing

Objective: Maintain ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability support routine surveillance, including pre-event or pre-incident and post-exposure activities.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Function 1: Manage laboratory activities <input checked="" type="checkbox"/> Function 2: Perform sample management <input checked="" type="checkbox"/> Function 3: Conduct testing and analysis for routine surge capacity <input checked="" type="checkbox"/> Function 4: Support public health investigations <input checked="" type="checkbox"/> Function 5: Report laboratory results 	<p>7/1/17 – 6/30/22</p>	<ul style="list-style-type: none"> 1. Maintain Public Health Laboratory or access to Public Health Laboratory and maintain list of laboratory contacts. 2. Purchase and/or maintain laboratory supplies needed for a surge in laboratory testing including items such as reagents and other testing items. 3. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 4. Revise work plan as directed by CDPH. 5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 7. Submit annual performance measure data as required by the federal government. 8. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
San Benito County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 13: Public Health Surveillance and Epidemiological Investigation

Objective: Ensure ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Function 1: Conduct public health surveillance and detection <input checked="" type="checkbox"/> Function 2: Conduct public health and epidemiological investigations <input checked="" type="checkbox"/> Function 3: Recommend, monitor, and analyze mitigation actions <input checked="" type="checkbox"/> Function 4: Improve public health surveillance and epidemiological investigation systems 	<p>7/1/17 – 6/30/22</p>	<ol style="list-style-type: none"> 1. Maintain capacity for surveillance and epidemiological investigation. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
San Benito County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 14: Responder Safety and Health

Objective: Maintain ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, as requested.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Function 1: Identify responder safety and health risks <input checked="" type="checkbox"/> Function 2: Identify safety and personal protective needs <input checked="" type="checkbox"/> Function 3: Coordinate with partners to facilitate risk-specific safety and health training <input checked="" type="checkbox"/> Function 4: Monitor responder safety and health actions 	<p>7/1/17 – 6/30/22</p>	<ol style="list-style-type: none"> 1. Develop procedures to ensure safety of public health workforce and purchase and maintain protective equipment for employees according to these procedures. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
San Benito County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 15: Volunteer Management

Objective: The ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Function 1: Coordinate volunteers <input checked="" type="checkbox"/> Function 2: Notify volunteers <input checked="" type="checkbox"/> Function 3: Organize, assemble, and dispatch volunteers <input checked="" type="checkbox"/> Function 4: Demobilize volunteers 	<p>7/1/17 – 6/30/22</p>	<ul style="list-style-type: none"> 1. Maintain local administrative functions to ensure operational readiness of the Disaster Healthcare Volunteers system. 2. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. 3. Revise work plan as directed by CDPH. 4. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 5. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 6. Submit annual performance measure data as required by the federal government. 7. Participate in annual statewide medical and health exercise.

Exhibit A – Attachment 1
San Benito County Scope of Work
Public Health Emergency Preparedness (PHEP)

PHEP Capability 16: Program Management

Objective: Support public health emergency preparedness program activities including application, progress reporting, invoicing, fiscal monitoring, and coordination across multiple capabilities including alignment with Hospital Preparedness Program (HPP).

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Function 1: Coordination across multiple Capabilities <input checked="" type="checkbox"/> Function 2: Fiscal Monitoring and Tracking <input checked="" type="checkbox"/> Function 3: Grants Management <input checked="" type="checkbox"/> Function 4: Reporting on Performance Measures 	<p>7/1/17 – 6/30/22</p>	<ul style="list-style-type: none"> 1. Maintain local Public Health Emergency Preparedness Coordinator. 2. Support staff to prepare application, progress reports, fiscal reports, invoicing, performance measures and other data reporting. 3. Support program operations including office supplies and equipment, communications, laptops, cell phones, fax machines, satellite phones, and other forms of communication necessary for daily operations or emergency response.

Exhibit A – Attachment 1
San Benito County Scope of Work
Pandemic Influenza Planning

Pandemic Influenza Capability 1: Planning and Preparedness Activities

Objective: The ability of communities to prepare for, withstand, and recover from public health incidents including a potential pandemic influenza. By engaging and coordinating with emergency management, healthcare organizations (private and community-based), mental/behavioral health providers, community and faith-based partners, state, local, and territorial, public health's role in preparing for, responding to, and recovering from a public health incident such as a pandemic influenza.

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<p><input checked="" type="checkbox"/> Function 1: Develop, maintain and/or strengthen local pandemic influenza emergency response plan</p> <p><input checked="" type="checkbox"/> Function 2: Test pandemic influenza response in drills, exercises, and real events</p> <p><input checked="" type="checkbox"/> Function 3: Engage public and private partners to ensure coordinated response efforts</p> <p><input checked="" type="checkbox"/> Function 4: Maintain surveillance system for reporting severe and fatal cases of laboratory confirmed influenza as required by CDPH</p>	<p>7/1/17 – 6/30/22</p>	<ol style="list-style-type: none"> 1. Maintain Pandemic Influenza Coordinator and other trained staff needed to complete pandemic plans and testing of plans. 2. Maintain pandemic influenza operational response plans including plans for Government Authorized Alternate Care Sites. Purchase, store, and/or maintain supplies and equipment for operation of an alternate care site. 3. Hold mass vaccination clinics including the purchase of influenza or pneumococcal vaccine and other supplies for use in these clinics. Maintain capacity to store vaccine under refrigeration. 4. For each selected function, develop work plan activities for each budget year according to annual Local Application Guidance. Revise work plan as directed by California Department of Public Health (CDPH). 5. Submit mid-year and year-end progress reports to CDPH according to guidelines within the Local Application Guidance. 6. Complete and submit specific deliverables (response plans, After-Action Reports, meeting minutes, training schedules) as described in approved work plan under each selected function for each budget year. 7. Test capability in annual statewide medical and health exercise and/or other drills, exercises or real events.

Exhibit A – Attachment 1
San Benito County Scope of Work
Pandemic Influenza Planning

Pandemic Influenza Capability 16: Program Management

Objective: Support Pandemic Influenza planning and preparedness program activities including application, progress reporting, invoicing, fiscal monitoring, and coordination across multiple capabilities including alignment with Hospital Preparedness Program (HPP).

Activities to Support the Objective	Timeline	Evaluation/Deliverables
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Function 1: Coordination across multiple Capabilities <input checked="" type="checkbox"/> Function 2: Fiscal Monitoring and Tracking <input checked="" type="checkbox"/> Function 3: Grants Management 	<p>7/1/17 – 6/30/22</p>	<ul style="list-style-type: none"> 1. Maintain local Public Health Emergency Preparedness Coordinator. 2. Support staff to prepare application, progress reports, fiscal reports, invoicing, performance measures and other data reporting. 3. Support program operations including office supplies and equipment, communications, laptops, cell phones, fax machines, satellite phones, and other forms of communication necessary for daily operations or emergency response.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, CDPH agrees to compensate the Contractor for actual expenditures incurred in accordance with the amounts specified in Attachment 1, of this Exhibit.
- C. Invoices shall include the Agreement Number and shall be submitted electronically not more frequently than quarterly in arrears to:

California Department of Public Health
Emergency Preparedness Office
Attn: Local Management Unit
MS 7002
P.O. Box 997377
Sacramento, CA 95899-7377

- D. HPP, PHEP, PanFlu Invoices shall:
 - 1) Be prepared and submitted in the format determined by EPO. If invoices are not on produced template invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent actual expenses for the service performed under this agreement.
 - 2) Bear the Contractor's name as shown on the agreement.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

2. Amounts Payable

- A. The maximum amount payable under this agreement shall not exceed the total sum of \$1,662,585.00.

The amounts payable under this agreements for Financial Years 1 through 5 (July 1, 2017 through June 30, 2022) as identified by Attachment 1, of this Exhibit shall not exceed:

- 1. \$706,975.00, PHEP Funds.
 - 2. \$646,375.00, HPP Funds.
 - 3. \$309,235.00, Pandemic Influenza Funds.
- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered, commensurate with the state fiscal year in which services are performed and/or goods are received.
- C. Reconciliation with the payments shall be through a semi-annual expenditure report and an annual reconciliation report. These reports shall be submitted in accordance with timelines, formats and specifications to be provided by CDPH. Expenditure reports and annual should be electronically sent to CDPH.

Exhibit B
Budget Detail and Payment Provisions

- D. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this Agreement.
-
- E. Contractor shall deposit funds received under this Agreement into separate accounts such that they can track and report on funds separately, and identify interest earned (according to Federal Regulation 2-CFR 200.305) from each funding stream of local public health preparedness for this purpose before transferring or expending the funds for any of the uses allowed pursuant to this Agreement. CDPH requires the Contractor to set up separate Federal Funds for CDC, HPP and Pan Flu funds.
- F. The interest earned on moneys in the accounts shall accrue to the benefit of the fund and shall be expended for the same purposes as other moneys in the fund.

3. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

4. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.
- B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the "**Contractor's Release (Exhibit H)**".

6. Expense Allowability / Fiscal Documentation

- A. Funds shall not be used to supplant funding for existing levels of services and shall only be used for the purposes specified in this Agreement.

Exhibit B
Budget Detail and Payment Provisions

- B. In executing this Agreement, Contractor agrees to comply with the terms and conditions of the Local Health Department and/or Local HCC Entity, the Local Grant Application Guidance for Financial Year's 2017-22, and the Work Plans and Budgets as approved by CDPH.
- C. Funds made available are limited to activities approved in the Work Plans and Budgets. Any changes to the Work Plans or Budgets need prior written approval from CDPH and funds may not be expended prior to such approval.
- D. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- E. Contractor shall maintain for review and audit, and supply to CDPH upon request adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
- F. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent, or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

7. Recovery of Overpayments

- A. Contractor agrees that claims based upon the term of this agreement or an audit finding, and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
 - 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule which is agreeable to both the State and the Contractor.
- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

8. Advance Payment Authority and Limitation

- A. Pursuant to Government Health and Safety Code Section 101317(d) Funds appropriated pursuant to the annual Budget Act or another act for allocation to local health jurisdictions

Exhibit B
Budget Detail and Payment Provisions

pursuant to this article shall be disbursed quarterly to local health jurisdictions beginning July 1, 2002, using the following process:

- 1) Each fiscal year, upon the submission of an application for funding by the administrative body of a local health jurisdiction, the department shall make the first quarterly payment to each eligible local health jurisdiction. Subsequent payments will be made pursuant to this Agreement or an amendment to this agreement, and those payments would not be advance payments, they would be quarterly allocations.
- 2) If the funding is increased by amendment in any year, CDPH may authorize subsequent advance payments on those amounts provided said cumulative advances do not exceed twenty-five percent (25%) of the Contractor's annual contract budget.

9. Travel and Per Diem Reimbursement

- A. Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the state of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation. See CalHR website: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

10. Allowable Line Item Shifts

- A. Subject to the prior review and approval of the State, budget line item category shifts of up to ten percent (10%) are allowed, so long as the annual agreement total neither increases nor decreases.
- B. Line item shifts meeting this criteria shall not require a formal agreement amendment.
- C. The Contractor shall adhere to State requirements regarding the process requesting approval to line item shifts.
- D. Line item shifts may be proposed/requested by either the State or the Contractor.

11. Accountability Requirements

- A. CDPH may recoup funds that are not expended for purposes and tasks specified or authorized by this Agreement, as determined by CDPH. CDPH will notify Contractor prior to taking any action to recoup such funds.
- B. CDPH may withhold payments if the Contractor is not in compliance with the terms and conditions of this Agreement or the approved Application, Work Plans and Budgets. CDPH may withhold payments if the Contractor cannot demonstrate progress toward protecting the jurisdiction from the threat of a bioterrorist attack, infectious disease outbreak or other public health threat or emergency as described in its progress and expenditure reports. CDPH may withhold or reduce payments if the Contractor's expenditure reports indicate that quarterly payments remain unspent. CDPH will notify the Contractor prior to withholding or reducing such payments.

Exhibit B
Budget Detail and Payment Provisions

- C. Contractor shall return unexpended funds unless carry forward or extension of such funds is approved by CDPH in accordance with Federal requirements.
- D. Contractor shall maintain the supporting documentation that substantiates all expenditure reports for a minimum of seven years and make them available for inspection and audit by CDPH or the Bureau of State Audits upon reasonable request.

		PHEP BUDGET YEARS 1-5	HPP BUDGET YEARS 1-5	PANFLU BUDGET YEARS 1-5	TOTAL BUDGETS Years 1-5
PERSONNEL	SALARY RANGE				
PHEP Coordinator	\$ 5,123.00 - \$ 6,541.00				
HPP Coordinator	\$ 4,602.00 - \$ 5,875.00				
	\$ - - \$ -				
	\$ - - \$ -				
TOTAL PERSONNEL COST (salary/fringe)		\$ 407,510	\$ 222,970	\$ 226,930	\$ 857,410
OPERATING COST					
Office Supplies, exercise material and supplies, communication, lap tops					
TOTAL OPERATING COST		\$ 56,205	\$ 27,125	\$ 9,075	\$ 92,405
TRAVEL					
In-State					
Out-of-State					
TOTAL TRAVEL COST		\$ 45,330	\$ 14,500	\$ 8,500	\$ 68,330
MAJOR EQUIPMENT					
Trailer, generator, lab equipment					
TOTAL EQUIPMENT		\$ -	\$ 139,305	\$ -	\$ 139,305
OTHER COSTS					
Software/licenses, training, exercise material and maintenance agreements					
TOTAL OTHER COST		\$ 38,000	\$ 36,735	\$ 8,000	\$ 82,735
SUBCONTRACTS					
TOTAL SUBCONTRACTS		\$ 54,875	\$ 150,000	\$ -	\$ 204,875
INDIRECT					
TOTAL BUDGET		\$ 706,975	\$ 646,375	\$ 309,235	\$ 1,662,585

**Exhibit B - Attachment 2
Payment Criteria**

**2017-22 CDC Public Health Emergency Preparedness (PHEP), HHS Hospital Preparedness Program (HPP) Funding (CFDA# 93.074) and Pandemic Influenza Fund
2017-22 Allocation Agreement**

		HPP, PHEP (Base, Cities Readiness Initiative (CRI), Lab (including Lab Trainee, and Lab Training Assistance)), and Pandemic Influenza Funds
1st Quarter Payment	Criteria	<p>CDPH must receive the following:</p> <ul style="list-style-type: none"> Fully executed Contract (Year 1 only). Receipt of all required application documents. Approved HPP, PHEP, and Pan Flu Work Plan(s), as it applies. Approved HPP, PHEP, and Pan Flu Budget(s), as it applies.
	Payment	Annual advance payment of 25% of initial HPP, PHEP, and/or Pan Flu Fund allocation.
2nd Quarter Payment	Criteria	<p>CDPH must receive the following:</p> <ul style="list-style-type: none"> 1st Quarter Payment Criteria must be met. Annual submission of prior year's HPP, PHEP, and/or Pan Flu Year End Progress and Expenditure Reports. Contractor submits an invoice for approvable expenditures for a minimum of 25% of their initial allocation enough to cover the Q1 advance payment.
	Payment	<p>Receipt of an invoice equivalent to the Q1 advance payment, is a no payment.</p> <p>Any expenditures exceeding the Q1 advance payment will be paid from funds expiring at the end of each fiscal year, in the appropriate category, first.</p>
3rd Quarter Payment	Criteria	<ul style="list-style-type: none"> 1st & 2nd Payment Criteria must be met. Annual receipt of current year's HPP, PHEP, and/or Pan Flu Mid-Year reports. If funds are carried over from the previous year, the funds must be spent by a date determined by CDPH. Contractor Submits an invoice for approvable expenditures.
	Payment	Additional expenditures will be paid from funds expiring at the end of each fiscal year, in the appropriate category, first.
4th Quarter Payment	Criteria	<ul style="list-style-type: none"> 1st, 2nd & 3rd Payment Criteria must be met. Contractor Submits an invoice for approvable expenditures. Expenditures occurring on or by the end of each fiscal year (June 30), must be invoiced and submitted on the date determined by CDPH.
	Payment	Additional expenditures will be paid from funds expiring at the end of each fiscal year, in the appropriate category, first.
Carry-Forward Payment(s)	Criteria	<ul style="list-style-type: none"> Carry-Forward funds must be expended by March 31, annually. Invoices for carry-forward funds must be submitted to EPO by April 30, annually.

1. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

- (a) Maintain a code or standard of conduct that shall govern the performance of its officers,

Exhibit D
Special Terms and Conditions

employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

- (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
- (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** \$2,500 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

2. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state)

- a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph a., shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are

Exhibit D
Special Terms and Conditions

purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

- (1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
- (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

- (1) In administering this provision, CDPH may require the Contractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this

Exhibit D
Special Terms and Conditions

Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, **the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner.** The Contractor shall only use said vehicles for the performance under the terms of this Agreement.
- (3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.
- (b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.

Exhibit D
Special Terms and Conditions

- (c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding \$2,500 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

Exhibit D
Special Terms and Conditions

- (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH:
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$2,500 are subject to the prior review and written approval of CDPH.
 - d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
 - e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
 - f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
 - g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.
 - h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

4. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

5. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services performed.

6. Intellectual Property Rights

a. Ownership

- (1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to

Exhibit D
Special Terms and Conditions

CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2014, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials

Exhibit D
Special Terms and Conditions

and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

f. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of

Exhibit D
Special Terms and Conditions

any interest in and to real estate, sites, locations, property or props that may be used or shown.

- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is

Exhibit D
Special Terms and Conditions

functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

7. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor in order to conduct routine business matters.

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

- a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

Exhibit D
Special Terms and Conditions

- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

9. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

10. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the

Exhibit D
Special Terms and Conditions

regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

11. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

12. Prohibited Use of State Funds for Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.

Exhibit D
Special Terms and Conditions

- (6) Hardship pay.
- (7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

- (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

- (1) Be necessary and reasonable for the performance of the Agreement.
- (2) Be determined in accordance with generally accepted accounting principles.
- (3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section f (3)(a) below for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

Exhibit D
Special Terms and Conditions

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

14. Cancellation

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

- A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.
- 1) 2017-18 Federal Guidance Documents:
 - CFDA Number 93.074 – National Hospital Preparedness Program and Public Health Emergency Preparedness Cooperative Agreement Programs.
 - 2) Federal Public Health Preparedness Capabilities: National Standards for State and Local Planning.
 - 3) Federal Healthcare Preparedness Capabilities: National Guidance for Healthcare System Preparedness.
 - 4) CDPH Health Administrative Manual Section 5-1000
 - 5) CDPH Local Grant Application Guidance and all appendices and attachments annually sent to Local Health Departments and/or Local HCC Entities for CDC PHEP, State General Fund Pandemic Influenza, and/or HPP Program Funds.
 - 6) Local Health Departments and/or Local HCC Entity's Public Health Emergency Preparedness Allocation Agreement Application, Work Plans, and Budgets and all attachments (refer to the CDPH Guidance to Local Health Departments and/or Local HCC Entities for all attachments).

2. Insurance Requirements

A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.

Exhibit E
Additional Provisions

- 5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor’s obligations under the Agreement.
- 8) Use of Subcontractors - In the case of Contractor’s utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor’s insurance or supply evidence of the Subcontractor’s insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

- 1) Commercial General Liability – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor’s limit of liability. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 2) Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker’s Compensation and Employer’s Liability (when required) – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer’s liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit E
Additional Provisions

- 4) Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- 5) Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 6) Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit F
Federal Terms and Conditions

(For Federally Funded Subvention/Local Assistance Agreement)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

This Exhibit contains provisions that require strict adherence to various contracting laws and shall be used for agreement funded in whole or in part by Federal Funds.

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Federal Requirements
8. Air and Water Pollution Requirements
9. Smoke-Free Workplace Certification
10. Use of Small, Minority Owned and Women's Businesses
11. Human Subjects Use Requirements
12. Financial and Compliance Audit Requirements
13. Audit and Record Retention

Exhibit F
Federal Terms and Conditions

1. Federal Contract Funds

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

Exhibit F
Federal Terms and Conditions

- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

Exhibit F
Federal Terms and Conditions

- (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Contract Manager.
 - d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 - e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

Exhibit F
Federal Terms and Conditions

- (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. Additional Restrictions

(Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.)

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

7. Federal Requirements

Contractor agrees to comply with and shall require all subcontractors, if any, to comply with all applicable

Exhibit F
Federal Terms and Conditions

Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

8. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

9. Smoke-Free Workplace Certification

(Applicable to agreements that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor further agrees that it will insert this certification into any subawards (~~subcontracts or subgrants~~) entered into that provide for children's services as described in the Act.

10. Use of Small, Minority Owned and Women's Businesses

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

Exhibit F
Federal Terms and Conditions

- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

11. Human Subjects Use Requirements

(Applicable only to agreements that include any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

12. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontractor agrees to abide by all requirements specified in 2 CFR 200 *et seq.*, 2 CFR *et seq.*, as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends \$750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

Exhibit F
Federal Terms and Conditions

- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- (4) If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
 - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
 - f. The State or its authorized designee, including the Bureau of State Audits; is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
 - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
 - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
 - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
 - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
 - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

13. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures

Exhibit F
Federal Terms and Conditions

and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

- b. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

Exhibit F
Federal Terms and Conditions

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractor's, subcontracts, and contracts under cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____	_____
Name of Contractor	Printed Name of Person Signing for Contractor
_____	_____
Contract Number	Signature of Person Signing for Contractor
_____	_____
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

CDPH reserves the right to notify the Contractor in writing of an alternate submission address.

Exhibit F
Federal Terms and Conditions

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

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(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

San Benito County

Name of Contractor

Lynn Mello, Director of Nursing

Printed Name of Person Signing for Contractor

14-10533

Contract Number

Lynn Mello

Signature of Person Signing for Contractor

8/2/17

Date

Director of Nursing/Public
Health Administrator

Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

CDPH reserves the right to notify the Contractor in writing of an alternate submission address.

Exhibit F
Federal Terms and Conditions

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year ____ quarter ____</p> <p>date of last report ____.</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier ____, if known:</p> <p>Congressional District, If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: ____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

Exhibit F
Federal Terms and Conditions

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit G
Glossary of EPO Related Acronyms and Terms

ACS: Alternate Care Site

Agency: A division of government with a specific function. In the Incident Command System, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

Agency Representative: A representative of any agency that provides resources or personnel in support of an incident. The Agency Representative is assigned to the Liaison Officer at the Incident Command Post or Emergency Operations Center and provides representation for their agency and assigned staff and/or resources.

All-Hazards: Any incident, natural or manmade, that warrants action to protect life, property, environment, public health or safety, and minimize disruptions of government, social, or economic activities.

Ambulance Strike Team (AST): Ambulance Strike Teams are positioned throughout the State to support local emergency medical service response, including medical transportation. There are both pre-designated and undesignated ASTs in California. Pre-designated ASTs are under contract with EMSA and consist of 5 ambulances and 1 Disaster Medical Support Unit (DMSU) that provides enhanced communication ability and supplies to support field deployment, including medical supplies and provisions for AST personnel. Use of the DMSUs and a requirement to provide ASTs is by contract with EMSA. Undesignated ASTs are organized at the local level and are not under contract with EMSA, although they may respond to requests from EMSA in times of need.

Assessment: The evaluation and interpretation of measurements and other information to provide a basis for decision making.

Assistance-by-Hire: Assistance-by-hire resources are those elements of personnel and equipment which are provided through specific arrangements not associated with mutual aid.

AST: Ambulance Strike Team

CA-EF: California Emergency Function

CA-EF8: California Emergency Function 8 (Public Health and Medical)

CAHAN: California Health Alert Network

Cal OES: California Office of Emergency Services

Cal EPA: California Environmental Protection Agency

California Department of Public Health (CDPH): The California Department of Public Health is dedicated to optimizing the health and well-being of the people in California and is the lead State agency for coordinating State-level support for public health and/or environmental health incidents. CDPH's responsibilities include the following: administers and coordinates disaster-related public health programs and assesses hazards to the public's health; assists local public health departments and local environmental health departments in conducting public health functions.; coordinates with local health departments to conduct surveillance of infectious diseases in a disaster area and determines appropriate actions to be taken to prevent and control disease outbreaks; provides

Exhibit G

Glossary of EPO Related Acronyms and Terms

epidemiological and laboratory support through State and local public health and clinical laboratories and cooperating federal health and environmental laboratories; collects and analyzes data and reports information for public health emergency planning and response; assesses health, safety, emergency preparedness and response plans for healthcare facilities; ensures the safety of drinking water supplies; assesses potential health effects, recommends protective measures and drafts measures to protect the public from chemical, biological, radiological and nuclear incidents; obtains and provides medical supplies and pharmaceuticals following a disaster; and assesses health, safety, emergency preparedness and response plans for health care facilities that the department regulates.

California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA): An agreement entered into by and between the State of California, its various departments and agencies and the various political subdivisions, municipal corporations and public agencies of the State of California to assist each other by providing resources during an emergency. Mutual Aid occurs when two or more parties agree to furnish resources and facilities and to render services to each other in response to any type of disaster or emergency.

California Emergency Function (CA-EF): The CA-EFs are a grouping of State agencies, departments and other stakeholders with similar functional activities/responsibilities whose responsibilities lend to improving the State's ability to collaboratively prepare for, effectively mitigate, cohesively respond to and rapidly recover from any emergency. CA-EFs unify a broad-spectrum of stakeholders with various capabilities, resources and authorities to improve collaboration and coordination for a particular discipline.

California Emergency Function 8 (CA-EF8): CA-EF8, Public Health and Medical, coordinates public health and medical activities and services statewide in support of local jurisdiction resource needs for preparedness, response and recovery from emergencies and disasters. The California Health and Human Services Agency is the lead agency for CA-EF8.

California Emergency Management Agency (Cal EMA): Cal EMA is responsible the coordination of overall State agency response to major disasters in support of local government. The Agency is responsible for assuring the State's readiness to respond to and recover from all hazards – natural, manmade, war-caused emergencies and disasters – and for assisting local governments in their emergency preparedness, response, recovery and hazard mitigation efforts.

California Emergency Services Act (ESA): An act within the California Government Code to insure that preparations within the State will be adequate to deal with natural, man-made, or war caused emergencies which result in conditions of disaster or in extreme peril to life, property and the natural resources of the State and generally to protect the health and safety and preserve the lives and property of the people of the State.

California Medical Assistance Teams (CAL-MATs): California Medical Assistance Teams (CAL-MATs) are deployable teams that support specialized health response needs such as disaster triage sites, clinics, medical shelters and hospitals including EMSA's three 200-bed Mobile Field Hospitals. EMSA maintains oversight of warehouse operations and cache management including vehicles, equipment and supplies, and coordinates team formation and response. The size of the team is determined by the medical mission.

CAL-MAT: California Medical Assistance Teams

Caltrans: California Department of Transportation

Exhibit G
Glossary of EPO Related Acronyms and Terms

CCLHO: California Conference of Local Health Officers

CDC: United States Centers for Disease Control and Prevention

CDHOM: California Disaster Health Operations Manual

CDMOM: California Disaster Medical Operations Manual

CDPH: California Department of Public Health

CEH: CDPH Center for Environmental Health

CHP: California Highway Patrol

CID: CDPH Center for Infectious Disease

CHHS: California Health and Human Services Agency

CMS: Centers for Medicare and Medicaid Services

CSWC: California State Warning Center

CUPA: Certified Unified Program Agency

DCDC: CDPH Division of Communicable Disease Control

DWRLB: Drinking Water and Radiation Laboratory Branch

DEODC: CDPH Division of Environmental and Occupational Disease Control

DOC: Department Operations Center

Demobilization: The orderly, safe, and efficient return of an incident resource to its original location and status.

Department Operations Center (DOC): An Emergency Operations Center specific to a single department or agency. The focus is on internal agency incident management and response. DOCs are usually linked to, and in most cases are physically represented within, a combined agency EOC through authorized representatives for the department or agency.

DFDRS: CDPH Division of Food, Drug and Radiation Safety

DHCS: Department of Health Care Services

DHS: United States Department of Homeland Security

DHV: Disaster Health Care Volunteers

Disaster: A sudden calamitous event bringing great damage loss or destruction. See Major Disaster.

Exhibit G
Glossary of EPO Related Acronyms and Terms

Disaster Healthcare Volunteers (DHV): DHV is a secure, web-based system that registers and credentials health professionals who may wish to volunteer during a disaster, including doctors, nurses, paramedics, pharmacists, dentists, mental health practitioners, etc. DHV may be locally accessed by all 58 counties and 43 Medical Reserve Corps Units to support a variety of local needs, including augmenting medical staff at HCFs or supporting mass vaccination clinics. EMSA administers the system, coordinates statewide recruitment efforts and ongoing training opportunities. DHV is California's Emergency System for the Advance Registration of Volunteer Health Professionals (ESAR-VHP).

DMAT: Disaster Medical Assistance Team

DMORT: Disaster Mortuary Operational Response Team

Emergency: Any incident, whether natural or manmade, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency means any occasion or instance for which, in the determination of the President, federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

Emergency Assistance Agreements: Written or oral agreements between and among public and private agencies and organizations that provide a mechanism to quickly obtain emergency assistance in the form of personnel, equipment, materials, and other associated services. The primary objective is to facilitate the rapid, short-term deployment of emergency support prior to, during, and/or after an incident. Such agreements often describe the circumstances, conditions, limitations, and provisions for reimbursement of costs related to the provision of assistance. Sometimes called day-to-day agreements, such arrangements may supplement resources whenever demand exceeds the available supply of the needed resource. Pre-established emergency assistance agreements are distinct from "mutual aid" provided under the California Civil Defense Master Mutual Aid Agreement (MMAA).

Emergency Management Assistance Compact (EMAC): A congressionally ratified organization that provides form and structure to interstate mutual aid. Through EMAC, a disaster-affected state can request and receive assistance from other member states quickly and efficiently, resolving two key issues upfront: liability and reimbursement.

Emergency Medical Services Authority (EMSA): EMSA has been designated as the lead agency for coordinating disaster medical services in California. It is responsible for coordinating the prompt delivery of disaster medical resources to local governments in support of their disaster medical response. This includes the acquisition of personnel and medical supplies and materials from unaffected regions of the State to meet the needs of affected counties. EMSA also facilitates the evacuation of injured disaster victims to hospitals in areas/regions not impacted by the disaster.

Emergency Operations Center (EOC): The physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., Federal, State, regional, tribal, city, county), or some combination thereof.

Exhibit G
Glossary of EPO Related Acronyms and Terms

Emergency Operations Plan (EOP): The ongoing plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards.

Emergency System Activation: When an Operational Area activates any aspect of its Medical and Health Disaster Plan or when an incident leads to activation of Department Operations Centers (DOCs) and/or Emergency Operation Centers (EOCs).

Evacuation: Organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.

Firefighting Resources of California Organized for Potential Emergencies (FIRESCOPE). FIRESCOPE was originally developed to improve the capability of firefighting agencies in southern California in allocating and managing fire suppression resources. The current mission of FIRESCOPE is to provide recommendations and technical assistance to Cal EMA to provide a statewide program for California that unifies federal, State and local fire agencies into a single fire response system.

Function: Function refers to the five major activities in ICS: Command, Operations, Planning, Logistics, and Finance/Administration. The same five functions are also found at all SEMS EOC Levels. At the EOC, the term Management replaces Command. The term function is also used when describing the activity involved, e.g., the planning function. A sixth function, Intelligence/Investigations, may be established, if required, to meet emergency management needs.

Hazard: Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

Hazardous Material: Any material that because of its quantity, concentration, physical or chemical characteristics poses a significant present or threatened hazard to human health and safety or to the environment if released into the workplace or the environment (Health and Safety Code §25501). An umbrella term that includes but is not limited to hazardous materials; hazardous wastes; oil; petroleum products; radioactive materials; radioactive wastes; mixed wastes (combination of radioactive and chemical); biological agents; sewage and infectious wastes; industrial and agricultural chemicals (pesticides, herbicides, fungicides, etc.); explosives; air contaminants and marine pollutants.

Incident: An occurrence or event, natural or man-made, that requires a response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, civil unrest, wild-land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, tsunamis, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

Incident Command Post (ICP): The field location where primary response functions are performed. The ICP may be co-located with the incident base or other incident facilities.

Incident Command System (ICS): A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

Exhibit G
Glossary of EPO Related Acronyms and Terms

Medical and Health Coordination Center (MHCC): The MHCC is the co-located Emergency Operations Center for CDPH, DHCS and EMSA. The role of the MHCC includes the following core functions: coordination; communications; resource allocation and tracking; and information collection, analysis and dissemination.

Jurisdiction: A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (e.g., Federal, State, tribal, and local boundary lines) or functional (e.g., law enforcement, public health).

Jurisdictional Agency: The agency having jurisdiction and responsibility for a specific geographical area, or a mandated function.

Liaison Officer: A member of the Command Staff (management staff at EOC) responsible for coordinating with representatives from cooperating and assisting agencies/organizations. The Liaison Officer coordinates the initial entry of Agency Representatives into the EOC and provides guidance and support as required.

Local Emergency Medical Services Agency (LEMSA): The agency, department, or office having primary responsibility for administration of emergency medical services in a county or multiple counties, including disaster medical preparedness and response.

Local Environmental Health Department (EHD): The agency, department, or office having primary responsibility for administration of environmental health services in a county or counties.

Local Government: A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a non-profit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal entity, or in Alaska a Native village or Alaska Regional Native Corporation; a rural community, unincorporated town or village, or other public entity.

Local Health Department (LHD): The agency, department, or office having primary responsibility for administration of public health services in a county or city.

Local Health Officer (LHO): City and county health officers are authorized by the Health and Safety Code to take any preventive measure necessary to protect and preserve the public health from any public health hazard during a local emergency or State of Emergency within their jurisdiction. Preventive measures include abatement, correction, removal, or any other protective steps which may be taken against any public health hazard that is caused by a disaster and affects public health. The local health officer may proclaim a local emergency if he or she has been specifically designated to do so by ordinance adopted by the governing body of the jurisdiction (H&S Code, Section 101310). When a health emergency has been declared by a local health officer or board of supervisors, the local health officer has supervision and control over all environmental health and sanitation programs and personnel employed by the county during the State of Emergency.

Logistics: Providing resources and other services to support incident management.

Exhibit G Glossary of EPO Related Acronyms and Terms

Major Disaster: Any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion in any part of the United States that, in the determination of the President, causes damage of sufficient severity and magnitude to warrant major disaster assistance under the Stafford Act to supplement the efforts and available resources of states, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Medical Health Operational Area Coordinator (MHOAC): See Health and Safety Code §1797.153 (Appendix A).

Medical Health Operational Area Coordination (MHOAC) Program: A comprehensive program under the direction of the MHOAC that supports the 17 functions outlined in Health and Safety Code §1797.153.

Mission Support Team (MSTs): MSTs provide logistical support to deployed mobile medical assets maintained by EMSA, (e.g., California Medical Assistance Teams, Mobile Field Hospitals, Ambulance Strike Teams, etc.), and also provide coordination between the requesting local jurisdiction and the deployed asset(s). Coordinated by EMSA, MSTs may consist of State, local government, and/or private sector personnel. The size of the MST is determined by the medical mission.

Mitigation: Provides a critical foundation in the effort to reduce the loss of life and property from natural and/or manmade disasters by avoiding or lessening the impact of a disaster and providing value to the public by creating safer communities. Mitigation seeks to fix the cycle of disaster damage, reconstruction, and repeated damage. These activities or actions, in most cases, will have a long-term sustained effect.

Mobile Field Hospitals (MFHs): In addition to local and federal MFHs, EMSA maintains three MFHs to assist with medical care during a disaster that impacts the operational status of the health care system. Each of EMSA's 200-bed MFH is a vendor-managed turnkey acute care hospital that provides basic emergency, surgical, intensive care unit, radiography and laboratory services and can be ready to receive patients within 72 hours of deployment.

Mobilization: The process and procedures for activating, assembling, and transporting the resources that have been requested to respond to or support an incident.

Mobilization Center: An off-emergency location where emergency services personnel, equipment and supplies may be temporarily located, pending assignment to the emergency, release, or reassignment.

Multi-Agency Coordination System (MAC System): A MAC System that provides the architecture to support coordination for incident prioritization, critical resource allocation, communications systems integration, and information coordination. A MAC System includes facilities, equipment, personnel, procedures, and communications. Two of the most commonly used elements are EOCs and MAC Groups, which assist agencies and organizations responding to an incident. MAC Groups typically consist of administrators/executives, or their appointed representatives, who are authorized to commit agency resources and funds.

Exhibit G Glossary of EPO Related Acronyms and Terms

Mutual Aid Coordinator: An individual at local government, Operational Area, Region or State Level that is responsible to coordinate the process of requesting, obtaining, processing and using mutual aid resources. Mutual Aid Coordinator duties will vary depending upon the mutual aid system.

Mutual Aid Region: A mutual aid region is a subdivision of the State established to assist in the coordination of mutual aid and other emergency operations within a geographical area of the State, consisting of two or more Operational Areas.

National Disaster Medical System (NDMS): A federal medical response system that supplements state and local emergency resources during disasters or major emergencies. NDMS may be activated in response to a presidential disaster declaration or a state request for major medical assistance.

National Incident Management System (NIMS): Provides a systematic, proactive approach guiding government agencies at all levels, the private sector, and nongovernmental organizations to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life or property and harm to the environment.

Non-Governmental Organization (NGO): An entity with an association that is based on the interests of its members, individuals, or institutions. It is not created by a government, but it may work cooperatively with the government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.

Operational Area (OA): An intermediate level of the State of California emergency organization, consisting of a county and all political subdivisions within the geographical boundaries of the county.

Operational Period: The time scheduled for executing a given set of operation actions, as specified in the Incident Action Plan. Operational periods can be of various lengths, although usually they last 12-24 hours.

Political Subdivision: Includes any city, city and county, county, tax or assessment district, or other legally authorized local governmental entity with jurisdictional boundaries.

Preparedness: A continuous cycle of planning, organizing, training, equipping, exercising, evaluating, and taking corrective action in an effort to ensure effective coordination during incident response. Within NIMS, preparedness focuses on the following elements: planning, procedures and protocols, training and exercises, personnel qualification and certification, and equipment certification.

Private Sector: Organizations/entities that are not part of the governmental structure. The private sector includes for-profit and not-for-profit organizations, formal and informal structures, commerce and industry.

Public Health and Medical System: An inter-connected system of public and private entities whose activities and responsibilities involve public health; environmental health; and medical services, including emergency medical services. The participants in the Public Health and Medical System include those involved in the delivery of health care in addition to those involved in the protection and promotion of public health and environmental health. Examples include but are not limited to health care facilities such as hospitals, skilled nursing facilities, and community clinics; Indian health services; local health departments; local emergency medical services agencies; local environmental health departments; ambulance providers; public health laboratories; public water systems; hazardous

Exhibit G

Glossary of EPO Related Acronyms and Terms

materials responders; dispatch centers; and many other entities/organizations that conduct daily activities and/or emergency response activities relevant to public health, environmental health and medical services.

Public Information: Processes, procedures, and systems for communicating timely, accurate, and accessible information on the incident's cause, size, and current situation; resources committed; and other matters of general interest to the public, responders, and additional stakeholders directly and indirectly affected.

Recovery: The development, coordination, and execution of service and site restoration plans; the reconstitution of government operations and services; individual, private sector, nongovernmental, and public assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post incident reporting; and development of initiatives to mitigate the effects of future incidents.

Regional Disaster Medical and Health Coordinator (RDMHC): See Health and Safety Code §1797.152 (Appendix B).

Regional Disaster Medical and Health Coordination (RDMHC) Program: A comprehensive program under the direction of the Regional Disaster Medical and Health Coordinator that supports information flow and resource management during unusual events and emergencies. This program includes the Regional Disaster Medical and Health Specialist.

Regional Disaster Medical Health Specialist (RDMHS): The Regional Disaster Medical Health Specialist is a component of the RDMHC Program that directly supports regional preparedness, response, mitigation and recovery activities.

Region Emergency Operations Center (REOC): Regional facilities representing each of Cal EMA's three Administrative Regions (Inland, Coastal and Southern). REOCs provide centralized coordination of resources among Operational Areas within their respective regions, and between the Operational Areas and State level.

Reimbursement: The recouping of funds expended for incident-specific activities.

Resource Management: Efficient emergency management and incident response requires a system for identifying available resources at all jurisdictional levels to enable timely and unimpeded access to resources needed to prepare for, respond to, or recover from an incident. Resource management under NIMS includes mutual aid agreements and assistance agreements; the use of special Federal, State, tribal, and local teams; and resource mobilization protocols.

Resources: Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

Response: Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the

Exhibit G

Glossary of EPO Related Acronyms and Terms

situation, response activities include applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

Response Information Management System (RIMS): The Internet-based information management system maintained by the California Emergency Management Agency for collecting information on the disaster situation, communicating action plans, and requesting mission requests.

Special District: A unit of local government (other than a city, county, or city and county) with authority or responsibility to own, operate and maintain systems, programs, services, or projects (as defined in California Code of Regulations Section 2900(s) for purposes of natural disaster assistance. This may include a joint powers authority established under Section 6500.

Stafford Act: The Robert T. Stafford Disaster Relief and Emergency Assistance Act establishes the programs and processes for the Federal Government to provide disaster and emergency assistance to States, local governments, tribal nations, individuals, and qualified private non-profit organizations. The provisions of the Stafford Act cover all hazards including natural disasters and terrorist events. Relevant provisions of the Stafford Act include a process for Governors to request Federal disaster and emergency assistance from the President. The President may declare a major disaster or emergency.

Staging Area: An area established for the temporary location of available resources. A Staging Area can be any location in which personnel, supplies and equipment can be temporarily housed or parked while awaiting operational assignment.

Standardized Emergency Management System (SEMS): A system required by California Government Code for managing response to multi-agency and multi-jurisdictional emergencies in California. SEMS consists of five organizational levels, which are activated as necessary: Field response, Local Government, Operational Area, Region and State.

State Operations Center (SOC): The SOC is operated by the California Emergency Management Agency. It is responsible for the centralized coordination of State resources in support of the three Cal EMA Administrative Regions (REOCs). It is also responsible for providing updated situation reports to the Governor and legislature.

Tribal Entity: Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 stat. 688) [43 U.S.C.A. and 1601 et seq].

Unified Command: An ICS application used when more than one agency has incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the UC, often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single Incident Action Plan.

Unusual Event: An unusual event is defined as an incident that significantly impacts or threatens public health, environmental health or medical services. An unusual event may be self-limiting or a precursor to emergency system activation. The specific criteria include any of the following:

Exhibit G
Glossary of EPO Related Acronyms and Terms

- The incident significantly impacts or is anticipated to impact public health or safety;
- The incident disrupts or is anticipated to disrupt the Public Health and Medical System;
- Resources are needed or anticipated to be needed beyond the capabilities of the Operational Area, including those resources available through existing agreements (day-to-day agreements, memoranda of understanding, or other emergency assistance agreements);
- The incident produces media attention or is politically sensitive;
- The incident leads to a Regional or State request for information; and/or
- Whenever increased information flow from the Operational Area to the State will assist in the management or mitigation of the incident's impact

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to contract number _____ entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) _____, in the amount(s) of \$ _____ and dated _____. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): _____

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

VOLUNTARY STATISTICAL DATA SHEET

Information to be used for reporting purposes only

Public Contract Code 10111 requires state agencies to capture information on ethnicity, race and gender (ERG) of business owners on all awarded contracts and procurements to the extent that the information has been voluntarily reported to the department. The awarding department is prohibited from using this data to discriminate or provide a preference in the solicitation or acceptance of bids, quotes, or estimates for goods, services, construction and/or information technology. This information shall not be collected until after the contract award is made. The completion of this form is **strictly voluntary**.

The data you provide on this form should best describe the *ownership of your business*. Ownership of a business should be determined as follows:

- For a business that is an sole proprietorship, partnership, corporation, or joint venture at least 51 percent is owned by one or more individuals in a classification designated below or, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more individuals in a designated classification, or
- For other business entities, the owner is the person controlling management and daily operations and who "owns" the business.

For purposes of this report, respond only if the business has its home office in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other business.

Ethnicity/Minority Classification	As defined in Public Contract Code Section 2051 (c)
--	---

- Asian-Indian** – a person whose origins are from India, Pakistan, or Bangladesh.
- Black** – a person having origins in any of the Black racial groups of Africa.
- Hispanic** – a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race.
- Native American** – an American Indian, Eskimo, Aleut, or Native Hawaiian.
- Pacific Asian** – a person whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, or the United States Trust Territories of the Pacific including the Northern Marianas
- Other** – Any other group of natural persons identified as minorities in the respective project specifications of an awarding department or participating local agency.

Race Classification	As defined by the Office of Management and Budget, Federal Register Notice, October 30, 1997, at http://www.whitehouse.gov/omb/fedref/1997standards.html
----------------------------	--

- | | |
|---|--|
| <input type="checkbox"/> American Indian or Alaska Native | <input type="checkbox"/> Asian |
| <input type="checkbox"/> Black or African American | <input type="checkbox"/> Native Hawaiian or Other Pacific Islander |
| <input type="checkbox"/> Other | <input type="checkbox"/> White |

Gender Classification

- Female Male

Sexual Orientation Classification	As defined by Public Contract Code 10111(f)
--	---

- | | |
|----------------------------------|--------------------------------------|
| <input type="checkbox"/> Lesbian | <input type="checkbox"/> Bisexual |
| <input type="checkbox"/> Gay | <input type="checkbox"/> Transgender |

ITEMS BELOW TO BE COMPLETED BY STATE AGENCY/DEPARTMENT ONLY
--

- Goods Services Construction

Total Contract Purchase: 4,662,585 Contract Award Date: 8/15/17



KAREN L. SMITH, MD, MPH
Director & State Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



EDMUND G. BROWN JR.
Governor

8/17/2017

County of San Benito
Attn: Samela Perez
439 4th Street
Hollister, CA 95023

Subject: Contract# 17-10185

Enclosed for your records is a copy of the fully executed Contract Agreement between the California Department of Public Health and County of San Benito with a term of 7/1/2017 through 6/30/2022.

Approval was obtained on 8/15/2017 which represents the commencement date of this agreement.

Public Contract Code 10116 requires state agencies to capture information on race, ethnicity, gender and sexual orientation of business owners on all awarded contracts and procurements.

- This information shall not be collected until after the contract has been awarded.
- The completion of the attached form is **strictly voluntary** and **shall be anonymous**.
****The information on the completed data sheet shall remain **CONFIDENTIAL******

When applicable, Per Title 2, Section 8117.5 of the California Code of Regulations requires that we notify the Department of Fair Employment and Housing, Office of Compliance Programs of this agreement award of \$5,000 or more.

When applicable, Military and Veteran Code (MVC) 999.5(d), Government Code (GC) 14841 and California Code of Regulations (CCR) 1896.78 require that all Prime Contractors that used a Disabled Veteran Business Enterprise (DVBE) firm to perform an element of work for a given contract to report specific DVBE information, therefore, if DVBE subcontractors are utilized in performance of this contract/procurement, you must complete the attached CDPH 9095 form and return within 60 days from receipt of final payment.

You may fax either of these forms to (916) 319-8583 or mail to SB/DVBE Advocate at address below.

Please contact Program Support Branch, Contracts Management Unit, if you have any questions.

cc: CDPH Contract File



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 15.

MEETING DATE: 6/11/2019

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: Tracey Belton, Interim

AGENDA ITEM PREPARER: Cynthia Larca

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM

Approve contract renewal with Jose Vasquez for grant writing services for the period of July 1, 2019 through June 30, 2020, for a total not to exceed \$40,000.00.

SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Health and Human Services Agency (HHSA) desires to continue to contract with Mr. Vasquez for the purpose of grant writing, application and evaluation services. Mr. Vasquez has been instrumental in HHSA's efforts to secure funding for several projects including, but not limited to, the homeless shelter, Whole Person Care, Community Based Transitional Housing and many others. Mr. Vasquez monitors websites and notice of funding opportunity sources for funding that HHSA might not otherwise be aware of or have the resources to research.

This contract for \$40,000 has been incorporated in the FY2019/2020 recommended budget. There is no impact to the county general fund.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

221.80.2285.1000.

CURRENT FY COST:

\$40,000

STAFF RECOMMENDATION:

Approve contract renewal with Jose Vasquez for grant writing services with HHSA in the not to exceed amount of \$40,000 for fiscal year 2019-2020.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Jose Vasquez contract	5/22/2019	Standard Contract

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and Jose Vasquez ("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, 2019, and end on June 30, 2020, unless sooner terminated as specified herein.

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: \$250,000
- (b) Professional liability insurance: \$250,000
- (c) Comprehensive motor vehicle liability insurance: California State Minimum

6. Termination.

The number of days of advance written notice required for termination of this contract is 30 (thirty) 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: Enrique Arreola

Title: Deputy Director

Address: 1111 San Felipe Rd Ste 108

Hollister, California 95023

E-Mail: earreola@cosb.us

Telephone No.: 831-634-4918

Fax No.: NA

Contract Administrator for CONTRACTOR:

Name: Jose Vasquez

Title: Consultant

Address: 21124 Valle Dan Juan Dr

Salinas, CA 93907

E-Mail: sweetearth63@gmail.com

Telephone No.: 831-210-4405

Fax No.: NA

SIGNATURES

APPROVED BY COUNTY:

Name: _____

Chair, San Benito County Board of Supervisors

Date: _____

APPROVED BY CONTRACTOR:

Jose Vasquez

Name: Jose Vasquez

Title: Contractor

Date: 5-1-19

APPROVED AS TO LEGAL FORM:

Barbara Thompson, San Benito County Counsel

By: [Signature]

Date: 5-22-2019

ATTACHMENT A
Scope of Services

CONTRACTOR shall perform the following grant consulting services:

1. Grant Writing and/or Evaluation Services will be provided on an as needed basis under a task order process between the COUNTY and the CONTRACTOR. The task order process will consist of the COUNTY contacting CONTRACTOR and sending a notice to proceed as related to an individual grant and/or project. In this process, the CONTRACTOR may request the initiation of a task order by submittal and presentation of information related to a grant opportunity. The COUNTY shall be receptive to such information by electing to approve or deny a task order or alternatively request further information from the CONTRACTOR.

2. When grant application opportunities or evaluation needs arise, CONTRACTOR shall respond to a request for such services from the COUNTY within three (3) business days indicating whether or not the CONTRACTOR submit a specific proposal. COUNTY will at that point provide CONTRACTOR with a specific proposal request within three(3) Business days containing the task order, due date for scope of work submittal and time frame for the provision of services and any related work details.

SECTION 2A: Evaluation Services may include:

- 2.1.4 Contributing to the development of evaluation plans that demonstrate the impact of funding and associated programmatic efforts with clear outcomes tied to any applicable governmental developed framework;
- 2.1.5 Support the COUNTY'S creation of performance based measurement and reporting systems;
- 2.1.6 Developing outcome measures including identification and/or development of measurement tools related to evaluation activities;
- 2.1.7 Developing, planning and coordinating training for specific purposes;
- 2.1.8 Technical assistance, and other evaluation-related activities on an as-needed basis;
- 2.1.9 Developing databases and ensuring data input and/or extraction related to reporting requirements;
- 2.1.10 Conducting data and demographic analysis;

SECTION 2B: Assessment of Grant Opportunity Services may include:

- 2.1.11 Monitoring and scanning of sources and websites for notices of funding availability, review of Requests for Proposals and any other funding announcements.
- 2.1.12 Attending meetings in person and/or by telephone as necessary to accomplish the required assessment of grant opportunities;
- 2.1.13 Attending conferences, training sessions, grant workshops and other events on behalf of the COUNTY for the purpose of furthering grant seeking opportunities for the COUNTY and for community partnership building;
- 2.1.14 Assessment and analysis of grant opportunities for determination as to relevancy and matching with COUNTY goals, objectives and identified community needs;
- 2.1.15 Be responsive to grant related announcements found and identified by COUNTY staff and conduct appropriate assessment activity as described in 2.1.11;
- 2.1.16 Presentation of relevant and matched grant opportunities to the COUNTY for review and comment with an objective of making a mutual determination as to whether or not a Task Order and Notice to Proceed should be issued to CONTRACTOR;
- 2.1.17 Contacting funding sources for clarification of grant opportunity questions and program related issue ;
- 2.1.18 Submit letters of intent, where necessary or appropriate to grant funding sources to assess feasibility of making a full grant submittal;
- 2.1.19 Conduct final assessment of grant opportunity with COUNTY in order to finalize pending task orders and secure a COUNTY decision of a Notice to Proceed to CONTRACTOR.

SECTION 2C: Grant Application Services may include:

- 2.1.20 Writing, preparation and editing of applications and proposals to grant sources;
- 2.1.21 Reviewing COUNTY and organization materials and conduct research/review of background information as necessary to answer specific and technical questions on applications or related forms;
- 2.1.22 Provide interim reports to COUNTY on status of grant preparation process and present any programmatic issues encountered in the grant

writing process and seek a mutual resolution;

- 2.1.23 Coordinating the production and submission of complete grant application to grant sources and meeting applicable deadlines. Assist COUNTY with questions from grant source.

SECTION 2D: Grant Award Contract Administration

- 2.1.24 At the request of COUNTY, CONTRACTOR shall perform grant award contract administration activities on behalf of COUNTY for those CSWD grants which require management oversight. Activities may include the creation of program policies, procedures and guidelines, the development of program plans, holding meetings with funding sources, submittal of required reports, advising staff on program recommendations, and ensuring compliance with all goals and objectives and contractual requirements of the grant award. COUNTY shall provide CONTRACTOR with a specific proposal request, including a task order, due date for scope of work submittal and the time frame for the provisions of services and related details.
- 2.1.25 Pre-Approval - CONTRACTOR shall not perform any service described in this contract without an approved task order with the exception of those services described in Section 2B of this Attachment.

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:

- 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 \$40,000.00 (Forty Thousand Dollars),

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) CONTRACTOR shall be paid at ninety dollars (\$90.00) per hour for grant writing services.
- b) CONTRACTOR shall only be paid for billable hours expended on preapproved grant activity.
- c) CONTRACTOR shall submit monthly invoices for hourly work detailing all activities performed and time spent on each activity. Time shall be billed in 15 minute increments.

- f) Travel time shall be paid only if traveling outside of San Benito County at a rate of \$30.00 per hour.
- g) CONTRACTOR shall submit receipts for all travel related expenses including but not limited to conference registration, lodging, meals, and car mileage for reimbursement by the COUNTY.

Accounting contact for COUNTY:

Name: Casey Estorga

Title: Fiscal Officer

Address: 1111 San Felipe Rd Ste 206

Hollister, California 95023

E-Mail: cestorga@cosb.us

Telephone No 831-630-5179

Accounting contact for CONTRACTOR:

Name: Jose Vasquez

Title: Consultant

Address: 21124 Valle San Juan Dr

Salinas, CA 93907

E-Mail: sweetearth63@gmail.com

Telephone No.: 831-210-4405

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. CONTRACTOR certifies that no one who has or will have any financial interest under this contract is an officer or employee of COUNTY.

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 the execution of this contract. For purposes of this paragraph, obligations arising prior to 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 shall give CONTRACTOR notice of the amount of any offset and the reason for the deduction.

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.



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 16.

MEETING DATE: 6/11/2019

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: Tracey Belton, Interim

AGENDA ITEM PREPARER: Cynthia Larca

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM

Approve contract renewal with Peninsula Pediatric Therapy for Occupational and Physical Therapy Services for the period of July 1, 2019 through June 30, 2020, in the amount of \$165,000.00.

SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Physical therapy services for Public Health's Medical Therapy Unit (MTU) are provided to eligible pediatric patients through the California Children's Services (CCS) program. Peninsula Pediatric Therapy provides experienced Occupational and Physical Therapists who specialize in providing pediatric services on a contractual agreement. Occupational and Physical Therapist recruitments have been ongoing for several years and no qualified applicants have been identified for the County FTE positions. Funds are awarded through the California Children's Services program grant allocation. This contract is part of the FY 19/20 recommended budget. There is no impact on the County General Fund.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

224.80.2460.1000.619.222

CURRENT FY COST:

\$165,000

STAFF RECOMMENDATION:

Approve contract renewal with Peninsula Pediatric Therapy for CCS MTU Occupational and Physical Therapy Services in the not to exceed amount of \$165,000.00 for the term of July 1, 2019 to June 30, 2020.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description

Peninsula Pediatric Therapy contract

Upload Date Type

5/22/2019

Standard Contract

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and Peninsula Pediatric Therapy ("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, 2019, and end on June 30, 2020, unless sooner terminated as specified herein.

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
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: California State Minimum

6. Termination.

The number of days of advance written notice required for termination of this contract is 30 (Thirty) .

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: Lynn Mello

Title: Deputy Director

Address: 351 Tres Pinos Rd #A202

Hollister, Ca. 95023

E-Mail: lmello@cosb.us

Telephone No.: (831) 637-5367

Fax No.: (831) 637-9073

Contract Administrator for CONTRACTOR:

Name: Elisa Pollard-Gensberg

Title: Occupational Therapist

Address: 200 Camino Aguajito #205

Monterey, Ca. 93940

E-Mail: elisagensbergOT@gmail.com

Telephone No.: (831) 601-3841

Fax No.: N/A

SIGNATURES

APPROVED BY COUNTY:

Name: _____

Chair, San Benito County Board of Supervisors

Date: _____

APPROVED BY CONTRACTOR:



Name: Elisa Pollard-Gensberg

Title: Occupational Therapist

Date: 5/13/19

APPROVED AS TO LEGAL FORM:

Barbara Thompson, San Benito County Counsel

By: 

Date: 5-22-2019

ATTACHMENT A
Scope of Services

CONTRACTOR:

1. Provide occupational therapy (OT) and physical therapy (PT) services for San Benito County Health & Human Services (HHS), California Children's Services (CCS) Medical Therapy Unit (MTU) located at 761 South Street, Hollister, Ca.
2. Primary duties shall be to provide direct OT and PT services prescribed by physicians for children (patients) enrolled in and authorized by the CCS/MTU program. CONTRACTOR must document patients' progress or lack thereof, therapy treatments, equipment needs, evaluations, and recommendations in patient medical records, on the day of service provision.
3. Plan and participate in the MTU medical clinics, consult with physicians, nurse, durable medical equipment vendors, parents, school district staff, and other providers in evaluation patients' medical and therapy needs as well as planning and evaluating their treatment programs.
4. Act as a consultant providing medical therapy recommendations, therapy needs and appropriate activities for the home, school and community to MTU patients, parents, nurses, durable medical equipment vendors, orthotists, school district staff, and other providers involved in their care.
5. Obtain prescriptions for durable medical equipment (DME) and orthotics, coordinate with regional DME vendors, obtain equipment price quotes, write statements of medical justification, authorize service authorization requests (SARS) and ensure OT and PT service delivery directly to patients.
6. Report to the San Benito HHS/Public Health Services Director or Nursing/Deputy Director and/or Health Officer concerning the performance of responsibilities under this contract. In absence of the aforementioned executive staff, the contractor may also report to HHS Staff Services Deputy Director and/or CCS Administrator/Registered Nurse.

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:

- 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 \$ 165,000(One Hundred Sixty Five Thousand Dollars), 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 pay CONTRACTOR the sum of \$112.00 per hour, in 15 minute increments, for up to 1,473 hours of occupational and physical therapy services.

Accounting contact for COUNTY:

Accounting contact for CONTRACTOR:

Name: Casey Estorga

Title: Fiscal Officer

Address: 1111 San Felipe Rd Ste 103

Hollister, California 95023

E-Mail: cestorga@cosb.us

Telephone No.: (831) 630-5179

Fax No.: NA

Name: Elisa Pollard-Gensberg

Title: Occupational Therapist

Address: 200 Camino Aguajito # 205

Monterey, Ca. 93940

E-Mail: elisagensbergOT@gmail.com

Telephone No.: (831)601-3841

Fax No.:

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. CONTRACTOR certifies that no one who has or will have any financial interest under this contract is an officer or employee of COUNTY.

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 the execution of this contract. For purposes of this paragraph, obligations arising prior to 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 shall give CONTRACTOR notice of the amount of any off-set and the reason for the deduction.

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 E
SAN BENITO COUNTY
BUSINESS ASSOCIATE ADDENDUM**

- (a) Contractor shall comply with, and assist the County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; “HIPAA”) and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164), hereinafter collectively referred to as the “Privacy Rule.” Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms are used in the Privacy Rule.
- (b) Except as otherwise limited in this Addendum, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of the County as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule with which the County complies.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Addendum, or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum.
- (f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor as a result of a use or disclosure of Protected Health Information by Contractor which is in violation of the requirements of this Agreement.
- (g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, created, or received by Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set; this Protected Health Information will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
- (i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs, pursuant to 45 CFR Section 164.526, at the request of the County or an Individual, and in the time and manner designated by the County.
- (j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County, to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.

- (k) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services (“Secretary”), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County’s compliance with the Privacy Rule.
- (m) A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.
 - (1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.
 - (2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.
- (n) The Parties agree to take action to amend this Agreement from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 17.

MEETING DATE: 6/11/2019

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: Tracey Belton, Interim

AGENDA ITEM PREPARER: Cynthia Larca

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMANS SERVICES AGENCY - T. BELTON, INTERIM

Accept Grant from the Tides Foundation and Approve Budget Adjustment in the Amount of \$75,000 for the Opioid Task Force. (4/5 vote)

SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The San Benito County Opioid Task Force is a strong cross-collaborative coalition comprised of over 50 members, representing more than 20 local agencies and community organizations. With this wide representation, the Task Force has been able to extend its reach into the community for key strategy implementation. For example, local public health and EMS partner to provide naloxone training and distribution. We have trained more than 15 agencies and community organizations (170 individuals) and dispersed 126 naloxone doses to date. The Opioid Task Force has also leveraged its broad membership to assist in providing more than 30 community presentations/outreach events. Of note, a panel of speakers from the Opioid Task Force has provided several school presentations that conveyed impactful messaging and information for

faculty, parents and students alike. An increasing number of requests for presentations have led the Opioid Task Force to form a sub-workgroup tasked with developing, organizing and partnering for education outreach efforts.

In spite of no direct funding, our Opioid Task Force has remained action-oriented with demonstrated results. This is attributed to the dedication of its members who recognize the critical need to address the local opioid crisis and its consequences. Members attend regular Opioid Task Force meetings and participate in special projects, outreach events and presentations, often on their own time. The core team, especially, has demonstrated a high level of dedication by additionally participating in coalition (California Opioid Safety Network) trainings and webinars and facilitating meetings. Opioid Task Force accomplishments over the last one and a half years includes: 25% decrease in opioid prescriptions, holding a safe prescribing summit for local healthcare providers and pharmacists, numerous naloxone trainings and doses dispersed, over 30 community outreach events and presentations, almost 1000 pounds of disposed medications collected through several Take Back events, expansion of local safe disposal options, publishing more than 14 opioid-related media articles, and creation of an Opioid Task Force website (www.sbcoioidtaskforce.org). However, the lack of funding and ability to dedicate paid staffing time for coalition facilitation, is creating challenges for the coalition as it must begin to address larger and more complicated systems issues such as local expansion and linking of MAT services and increasing access to substance use disorder programs.

As a smaller community with limited resources, the Opioid Task Force has relied on identifying and leveraging several non-traditional community partners in addition to its regular members. Partnering with our local pharmacy work group has allowed us to work directly with our pharmacists to provide naloxone to the community, educate about local safe prescribing and dispensing practices and make available safe disposal Take Away envelopes. The Opioid Task Force has had great success collaborating with local county integrated waste management (IWM) to promote safe disposal. Together, we are pursuing expansion of safe disposal medication bins through California Product Stewardship Council, jointly promoting safe disposal messaging through our respective agency websites, social media, mailers and videos, as well as participating in IWM's first Earth Day celebration with a medication safe disposal booth. The Task Force has also partnered with the local SafeKids Coordinator on a safe medication grant that has provided us ability to purchase limited educational outreach brochures and posters, as well as access to age-appropriate safe medication curriculum to use during presentations.

Efforts to continue this work have resulted in the application for and subsequent award of \$75,000 in grant funds from the Tide's Foundation. The attached budget adjustment form provide for revenue receipt and appropriations as approved by the grantor. These funds will be used to support the staff included in the FY19/20 budget request. There is no local match requirement.

BUDGETED:

No

SBC BUDGET LINE ITEM NUMBER:

224.80.2390

CURRENT FY COST:

75,000

STAFF RECOMMENDATION:

Accept Grant from Tides Foundation and Approve Budget Adjustment in the Amount of \$75,000 for the Opioid Task Force. (4/5 vote)

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Application for Grant	5/29/2019	Backup Material
Grant Narrative	5/29/2019	Backup Material
Letters of Commitment	5/29/2019	Backup Material
Letter of Award	5/29/2019	Backup Material
Budget Adjustment/Transfer	6/5/2019	Budget Adjustment/Transfer Form

A joint effort of the Center for Care Innovations and California Department of Health Care Services.

Applications must be submitted by 5 pm PST on Friday, May 10, 2019. Please refer to the Addiction Treatment Starts Here: Community Partnerships [Letter of Intent](#) for details about the program. The Narrative Questions can be found here on the [Request for Applications](#).

Questions regarding the application process can be directed to [Diana Nguyen](#).

Applicant Information

Applicant Organization
San Benito County Public Health Services

Program Team Lead Contact

Please provide information for the main point person of your coalition. CCI will be following up with the Program Lead regarding next steps in the application process.

Program Lead First Name	Program Lead Last Name	Program Lead Title	Program Lead Email	Program Lead Phone Number	Extension
white	white	Co-lead SBC Opioid Task Force	mwhite@cosb.us	831637-5367	

Core Team Members Contact Information

Please provide information for your 3-6 core team members. Please note that your Project Team Lead is included in the 3-6 team member count.

As a reminder, core team members are expected to participate in all program activities including: Attending two in-person program convenings, a system mapping workshop in the Fall, monthly coaching calls and completing evaluation activities (e.g., progress reports and interview with evaluator).

First Name	Last Name	Title	Email	Phone Number	Extension
white	white	co-lead SBC Opioid Task Force	mwhite@cosb.us	831-637-5367	

Is this contact an employee of the applicant organization?

Yes

Briefly describe the role(s) and/or perspective(s) of this team member in the coalition.

Mary White is employed by San Benito County Public Health Services as a public health services contractor. Mary is a pharmacist and among her other duties and projects, she is co-lead of the San Benito County Opioid Task Force and member of its core team.

Core Team Members Contact Information

Please provide information for your 3-6 core team members. Please note that your Project Team Lead is included in the 3-6 team member count.

As a reminder, core team members are expected to participate in all program activities including: Attending two in-person program convenings, a system mapping workshop in the Fall, monthly coaching calls and completing evaluation activities (e.g., progress reports and interview with evaluator).

First Name	Last Name	Title	Email	Phone Number	Extension
Veronica	Johnson	San Benito County Public Health Services, Opioid Task Force core team member	vjohnson@cosb.us	831-637-5367	

Is this contact an employee of the applicant organization?

No

Organization Name:

currently AmeriCorps VISTA volunteer, but transitioning into Public Health Services Health Associate position

Briefly describe the role(s) and/or perspective(s) of this team member in the coalition.

Veronica has served as a core team member of our Opioid Task Force as an AmeriCorps VISTA volunteer and will be transitioning into a public health services health education associate position. She has been an invaluable member of the Task Force and has led the way through many projects, including development and launching of our Opioid Task Force website.

Core Team Members Contact Information

Please provide information for your 3-6 core team members. Please note that your Project Team Lead is included in the 3-6 team member count.

As a reminder, core team members are expected to participate in all program activities including: Attending two in-person program convenings, a system mapping workshop in the Fall, monthly coaching calls and completing evaluation activities (e.g., progress reports and interview with evaluator).

First Name	Last Name	Title	Email	Phone Number	Extension
Stacie	McGrady	community member, San Benito County Opioid Task Force	staciejrt@gmail.com	831 455-5098	

Is this contact an employee of the applicant organization?

No

Organization Name:

community member

Briefly describe the role(s) and/or perspective(s) of this team member in the coalition.

Stacie is an active member of our Opioid Task Force and Core Team. Stacie is a retired law enforcement officer, resident of San Benito County and also a mother of two sons with opioid use disorder. Stacie has been an invaluable member of the team and we feel is the most important voice at the table.

Core Team Members Contact Information

Please provide information for your 3-6 core team members. Please note that your Project Team Lead is included in the 3-6 team member count.

As a reminder, core team members are expected to participate in all program activities including: Attending two in-person program convenings, a system mapping workshop in the Fall, monthly coaching calls and completing evaluation activities (e.g., progress reports and interview with evaluator).

First Name	Last Name	Title	Email	Phone Number	Extension
Gail	Newel	San Benito County Public Health Services Health Officer	GNewel@cosb.us	831-637-5367	

Is this contact an employee of the applicant organization?

Yes

Briefly describe the role(s) and/or perspective(s) of this team member in the coalition.

Dr. Newel is a founding member and co-lead of the San Benito County Opioid Task Force. Dr. Newel brings insight and perspective of a healthcare provider, public health advocate as well as a personal family connection to the issue of OUD.

Local Facilitator Contact Information

Please provide information for your 2-3 local facilitators. They may be core team members.

As a reminder, local facilitators are expected to participate in all program activities including: Attending a two-day system mapping facilitation training on July 1-2, 2019 and leading the coalition's system mapping preparation and process (e.g., conducting key informant interviews, gathering local data, leading the system mapping workshop).

First Name	Last Name	Title	Email	Phone Number	Extension
Veronica	Johnson	Public Health Services, Opioid Task Force core team member	vjohnson@cosb.us	831-637-5367	

Is this contact an employee of the applicant organization?

No

Organization Name:

currently AmeriCorps VISTA volunteer, but transitioning into Public Health Services Health Associate position

Upload Facilitator's Letter of Commitment

CCI Application Facilitator Letter of Commitment VJ.docx

Local Facilitator Contact Information

Please provide information for your 2-3 local facilitators. They may be core team members.

As a reminder, local facilitators are expected to participate in all program activities including: Attending a two-day system mapping facilitation training on July 1-2, 2019 and leading the coalition's system mapping preparation and process (e.g., conducting key informant interviews, gathering local data, leading the system mapping workshop).

First Name	Last Name	Title	Email	Phone Number	Extension
Mary	white	co-lead SBC Opioid Task Force	mwhite@cosb.us	831-637-5367	

Is this contact an employee of the applicant organization?
Yes

Upload Facilitator's Letter of Commitment
CCI Application Facilitator Letter of Commitment.docx

Local Facilitator Contact Information

Please provide information for your 2-3 local facilitators. They may be core team members.

As a reminder, local facilitators are expected to participate in all program activities including: Attending a two-day system mapping facilitation training on July 1-2, 2019 and leading the coalition's system mapping preparation and process (e.g., conducting key informant interviews, gathering local data, leading the system mapping workshop).

First Name	Last Name	Title	Email	Phone Number	Extension
stacie	McGrady	Community member, Opioid Task Force Core Team	staciejrt@gmail.com	831 455-5098	

Is this contact an employee of the applicant organization?
No

Organization Name:
community member

Upload Facilitator's Letter of Commitment
CCI Application Facilitator Letter of Commitment SM.docx

Community Resident Involvement

Do community residents and/or those with lived experience currently attend your coalition meetings?

Yes

Do community residents and/or those with lived experience currently serve on your steering committee or in other leadership roles in your coalition?

Yes

Please briefly describe (450 words max):

In the words of our San Benito County Public Health Officer and co-lead of the Opioid Task Force, the community members on the Task Force "are the most important voice at the table". Community member, Stacie McGrady is a retired laws enforcement officer and mother of two sons with opioid use disorder. Also, a local community member has participated as a speaker on our Opioid Task Force panel presentations, during which she discusses her personal story of addiction to opioids during her high school years. In addition, we have recently had parents of teens with OUD come forward, offering to be involved in the Opioid Task Force with a goal of beginning a family/community support and education work group.

Application Components

Upload Application Narrative Here
CCI Application narrative questions.docx

Upload Proposed Budget Here
CCI Grant budget spreadsheet-SBC Opioid TF.xlsx

Attached Files:

CCI Application Facilitator Letter of Commitment VJ.docx (17 KB)
CCI Application Facilitator Letter of Commitment.docx (17 KB)
CCI Application Facilitator Letter of Commitment SM.docx (14 KB)
CCI Application narrative questions.docx (25 KB)
CCI Grant budget spreadsheet-SBC Opioid TF.xlsx (49 KB)

Strengths and Program Contribution

The most significant strengths that the San Benito County Opioid Task Force (coalition) brings to the Community Partnerships program include: having strong cross-collaborative agency and community organization representation; remaining an active coalition with demonstrated results in spite of no funding; and ability to identify and leverage non-traditional community partners in addition to existing coalition membership. These strengths have allowed our opioid coalition work to move forward with strategies to prevent, contain and treat opioid issues within our community.

The San Benito County Opioid Task Force is a strong cross-collaborative coalition comprised of over 50 members, representing more than 20 local agencies and community organizations. With this wide representation, the Task Force has been able to extend its reach into the community for key strategy implementation. For example, local public health and EMS partner to provide naloxone training and distribution. We have trained more than 15 agencies and community organizations (170 individuals) and dispersed 126 naloxone doses to date. The Opioid Task Force has also leveraged its broad membership to assist in providing more than 30 community presentations/outreach events. Of note, a panel of speakers from the Opioid Task Force has provided several school presentations that conveyed impactful messaging and information for faculty, parents and students alike. An increasing number of requests for presentations have led the Opioid Task Force to form a sub-workgroup tasked with developing, organizing and partnering for education outreach efforts.

In spite of no direct funding, our Opioid Task Force has remained action-oriented with demonstrated results. This is attributed to the dedication of its members who recognize the critical need to address the local opioid crisis and its consequences. Members attend regular Opioid Task Force meetings and participate in special projects, outreach events and presentations, often on their own time. The core team, especially, has demonstrated a high level of dedication by additionally participating in coalition (California Opioid Safety Network) trainings and webinars and facilitating meetings. Opioid Task Force accomplishments over the last one and a half years includes: 25% decrease in opioid prescriptions, holding a safe prescribing summit for local healthcare providers and pharmacists, numerous naloxone trainings and doses dispersed, over 30 community outreach events and presentations, almost 1000 pounds of disposed medications collected through several Take Back events, expansion of local safe disposal options, publishing more than 14 opioid-related media articles, and creation of an Opioid Task Force website (www.sbcopioidtaskforce.org). However, the lack of funding and ability to dedicate paid staffing time for coalition facilitation, is creating challenges for the coalition as it must begin to address larger and more complicated systems issues such as local expansion and linking of MAT services and increasing access to substance use disorder programs.

As a smaller community with limited resources, the Opioid Task Force has relied on identifying and leveraging several non-traditional community partners in addition to its regular members. Partnering with our local pharmacy work group has allowed us to work directly with our pharmacists to provide naloxone to the community, educate about local safe prescribing and dispensing practices and make available safe disposal Take Away envelopes. The Opioid Task Force has had great success collaborating with local county integrated waste management (IWM) to promote safe disposal. Together, we are pursuing expansion of safe disposal medication bins through California Product Stewardship Council, jointly promoting safe disposal messaging through our respective agency websites, social media, mailers and videos, as well as participating in IWM's first Earth Day celebration with a medication safe disposal booth. The Task Force has also partnered with the local SafeKids Coordinator on a safe medication grant that has provided us ability to purchase limited educational outreach brochures and posters, as well as access to age-appropriate safe medication curriculum to use during presentations.

Key Stakeholder Engagement

Local opioid crisis champions include: local law enforcement, Substance Use Disorder (SUD) program providers and local hospital Emergency Department Director, Dr. Michael Bogey.

Hollister Police Department and San Benito County Sheriff's Office are among the founding members of our Opioid Task Force and have remained steadfast Opioid Task Force participants. They attend monthly Opioid Task Force meetings;

present local law enforcement's opioid-related data (arrests, coroner, trends, etc.); participate in opioid task force outreach events and panel presentations such as Parent Universities at local high school, and Take Back events. Law enforcement's perspective and data informs the Task Force and is essential to understanding the "big picture" of opioid issues in our community.

SUD program providers such as San Benito County Behavioral Health, Valley Health Associates and SunStreet Centers are essential members of the Task Force and advocates for bringing much needed SUD/MAT services into our community. The SUD program providers are working with the Opioid Task Force, local government and Behavioral Health Services to identify gaps and work toward filling them. Critical is their effort to ensure local implementation of the Drug Medi-Cal waiver program which will expand access to MAT. They are also collaborating with our local hospital Emergency Department on initiation of MAT and bridge services. The SUD program provider members of the Opioid Task Force are driving the first steps toward implementation and expansion of much needed SUD/MAT services.

The local hospital Emergency Department Director, Dr. Bogey has spearheaded efforts for opioid safe prescribing as well as initiating MAT (suboxone) in the emergency department. Dr. Bogey implemented new safe opioid prescribing guidelines for doctors treating patients in the emergency department, as well as throughout the hospital. Dr. Bogey was a key presenter on the speaker panel for the local Opioid Prescriber Summit held for our prescribers and pharmacists. To address the gap in patient access to MAT and support services after being seen in the emergency department, Dr. Bogey is working to establish an emergency department MAT and bridge program.

Having community resident representation on the SBC Opioid Task Force has been very important to us. In fact, our local Health Officer states "they are the most important voice at the table". Community member, Stacie McGrady, is an active member of our Opioid Task Force and Core Team. She is a retired law enforcement officer, resident of San Benito County, and also a mother of two sons with opioid use disorder. We also have a local community member participate as a speaker on our Opioid Task Force panel presentations. During the presentation, she discusses her personal story of addiction to opioids during her high school years and her subsequent recovery. In addition, through our presentations, we have had several parents come forward, offering to be involved in the Opioid Task Force work with a goal of beginning a family/community support and education work group.

Sustainability

The Opioid Task Force is seeking funding for furthering, sustaining and supporting its efforts, as it is currently an unfunded coalition. As the Opioid Task Force actively pursues more permanent funding solutions, this grant would serve to bridge the funding gap until that time. Currently, San Benito County Public Health Services has sought approval from local Health and Human Services for a paid health educator position dedicated to the Opioid Task Force. We have recently learned that local Department of Behavioral Health will be participating in the Department of Health Care Services Drug Medi-Cal Waiver program beginning July 1, 2019 which will bring in funding needed for SUD/MAT staffing and other program requirements. Additionally, the Opioid Task Force remains committed to its participation in the California Opioid Safety Network (COSN). Although COSN does not provide financial support, it does provide needed technical assistance, education, coaching and VISTA AmeriCorps volunteer help. The Opioid Task Force also relies on its dedicated members who give their time and expertise to the coalition's work, in addition to the support of our elected officials. We look to these local avenues and hopefully others for long-term sustainability of Opioid Task Force efforts. In the meantime, until these local resources become truly available, we envision the Community Partnership Grant program to enable the Opioid Task Force to continue its work and momentum.

Center for Care Innovations
Addiction Treatment Starts Here: Community Partnerships

Facilitator Letter of Commitment
Stacie McGrady
San Benito County Opioid Task Force

The opportunity and commitment to participate in the Community Partnerships program is significant and challenging. As a community member of the San Benito County Opioid Task Force, I am very excited to continue our work through this Partnership.

I have been a participating member of the San Benito County Opioid Task Force since its inception. I am retired from law enforcement as a Detective Sergeant, with over thirty years patrol and investigations experience. I am also the parent of an adult addict. I became involved in the task force in my community in order to better understand how I can support my son, to engage with my community, and hopefully prevent other families from experiencing what we have been struggling with for nearly ten years now.

During my law enforcement career, I have had the opportunity to facilitate and collaborate with a variety of stakeholders, community organizations and government agencies. I continue to stay involved and current by attending training and teaching at the local police academy, and for the City of San Jose. Through my participation in our local task force, I have learned so much more regarding substance abuse, addiction and supportive measures such as harm reduction. One of my personal goals is to reduce the shame and embarrassment that friends or family members may feel in regards to discussing addiction issues. Communication is key to help as well as prevention.

As a facilitator, I look forward to attending the June 6 webinar and the system mapping training on July 1-2, 2019. I anticipate the preparation and implementation of a system mapping process with key stakeholders and attending the system mapping workshop in September, 2019. I look forward to further participation in Community Partnerships peer learning sessions, especially coaching calls, in-person convenings in January and July 2020, and additional webinars.

Thank you for your consideration,

Most sincerely,

Stacie McGrady
831 455-5098
staciejrt@gmail.com

Center for Care Innovations
Addiction Treatment Starts Here: Community Partnerships

Facilitator Letter of Commitment

Veronica Johnson

San Benito County Opioid Task Force

I, Veronica Johnson, am writing this letter as my commitment to the role of local facilitator for the San Benito County Opioid Task Force. I understand that this position and the program grant have significant responsibilities and expectations.

I am excited for the opportunity of this leadership role. Currently, I am the AmeriCorps VISTA assigned to this coalition and feel confident to put the work and skills I have learned and transition them into this new role. I have had the experience of working with this coalition since July 2018 and have led some collaborative planning with multiple organizations such as the Department of Behavioral Health, the Hollister Police Department, and SafeKids San Benito County. Being the AmeriCorps VISTA I have been working with the other two facilitators, Mary White and Stacie McGrady from the core team and will be able to continue to work and meet with them during these trainings and after. I am planning on being an active staff member of the Opioid Task Force through my role as an AmeriCorps VISTA and if selected for this grant once my service is done to become staff to the Opioid Task Force

I understand the significance of this role and will make it a priority. In this role I will:

- Will support the Mission, Vision, Values and Goals of the organization.
- Will offer my expertise to help ensure the health and success of the organization.
- Will work with the rest of the team to communicate the organization's role to our most important audiences.
- Will actively participate in all requests for my assistance and response.
- Will be able to attend the June 6th webinar and 2-day systems mapping training on July 1-2, 2019, co-lead the preparation and implementation of a system mapping process with your key community stakeholders, which includes an in-person system mapping workshop in September 2019, participate in Community Partnerships peer learning sessions, including peer coaching calls, in-person convenings in January and July 2020, and planned webinars, all being required to holding the local facilitator.

Veronica Johnson
831-245-5674
vjohnson@cosb.us

Center for Care Innovations
Addiction Treatment Starts Here: Community Partnerships

Facilitator Letter of Commitment
Mary White
San Benito County Opioid Task Force

I understand that my role as a facilitator on behalf of the San Benito County Opioid Task Force (coalition) for this program grant comes with significant responsibilities and expectations. I am committed and eager to continue the good work of our Opioid Task Force through this opportunity.

As a pharmacist, I have a deep concern about opioid prescription misuse and a vested interest in the health and well-being of our community. Through my role at our local public health services department, I helped found the San Benito County Opioid Task Force and have co-lead the Opioid Task Force along with our Health Officer since its inception. Our Opioid Task Force progress encourages and increasingly motivates me to continue this work. I especially welcome and appreciate the opportunity to learn about systems practice techniques we can utilize to further push our Opioid Task Force work.

I have had group facilitation and collaborative planning experience through my roles as co-lead Opioid Task Force; chair, local public health-pharmacy work group; participation in various public health coalitions such as: wellness and hospital preparedness program. I'm also an active member of the San Benito County Women's Fund Advisory Board and Sacred Heart Parish School Board of Limited Jurisdiction.

As a facilitator in the Community Partnerships program, I anticipate continuing to work closely with our Opioid Task Force's established core team (which includes three of us applying to be facilitators). I understand my role as a facilitator in this program to include learning and improving skills such as system mapping and facilitation; participation in webinars; utilizing technical assistance and coaching provided by the program. All of this will be applied and used to further collaboration capability within Opioid Task Force.

As a facilitator, I confirm that I will:

- Attend the June 6th webinar
- Attend the 2-day systems mapping training on July 1-2, 2019
- Co-lead the preparation and implementation of a system mapping process with our key stakeholders
- Attend a system mapping workshop in September 2019
- Participate in Community Partnerships peer learning sessions, including coaching calls, in-person convenings in January and July 2020, and planned webinars.

Thank you for this opportunity and I look forward to working with you.

Sincerely,

Mary White, Pharm D.
831-637-5367
mwhite@cosb.us

From: Jennifer Wright [<mailto:jennifer@careinnovations.org>]
Sent: Friday, May 24, 2019 11:47 AM
To: Mary White
Cc: Veronica Johnson; staciejrt@gmail.com; Gail Newel; Kris Mangano; Steven Reid
Subject: CCI Community Partnerships Program

Dear Mary,

We are happy to announce that San Benito County Public Health Services has been recommended to participate in the **Addiction Treatment Starts Here: Community Partnerships** program. This program is supported by a generous grant from the California Department of Health Care Services (DHCS) and is run by the Center for Care Innovations (CCI).

Grant Information: The grant includes funds to support the coalition's activities associated with participating in the Community Partnerships learning collaborative (or program, not sure what you've been referring to). Your coalition is being recommended for a grant award in the amount of \$75,000. Grant funds are approved and distributed by the Tides Foundation, CCI's fiscal sponsor. The process from approving the recommendation to disbursing funds takes 3-4 weeks from the date of this letter. Your award letter and first installment in the amount of \$10,000 will be mailed to you.

Program information: We are excited about your participation in the cohort of 4 coalitions in the Community Partnerships program which will begin on May 27, 2019 and end on September 30, 2020. Please make sure that you and your core team hold the following upcoming dates:

- Kick-Off Webinar: **Thursday, June 6 from 12-1:30pm**; **Please make sure that you and your core team register for the kick-off webinar. Here is the [link to register](#).**
- In-Person System Mapping Training for Facilitators: **Monday, July 1-Tuesday, July 2, 2019** (held at Oakstop, 274 14th Street in Oakland, CA)
- Virtual Convening: October 11, 2019
- In-Person Convening: January 30, 2020, Bay Area, CA
- In-Person Convening: July 30, 2020, Bay Area, CA

Immediate Next Steps

- By COB, Monday, June 3, 2019: All team members and team sponsor should complete the [following form](#) with contact information, dietary preferences and special accommodations.
- As Soon As Possible: Please begin to book your travel and hotel for the July System Mapping Training. We are not reserving a hotel room block, so we encourage participants to book their lodging as soon as possible. You can access a list of local lodging options [here](#).

As pre-work for the Kick-Off Webinar, we are also asking that you send the following to Diana (diana@careinnovations.org) by **June 3**:

- **Community Photo:** Send us a photo of a person, place, or thing that gives our cohort a sense of your community. It doesn't have to be a professional photo, and creativity is encouraged.
- **One Strength & One Challenge:** You shared a few strengths and challenges in your application materials, and we'd like you to send us a 1-2 sentences outlining one strength that your coalition could contribute to the cohort and one challenge that you hope our cohort could help you with in this program. Your project lead/ core team will have a few minutes in the kick-off

webinar to introduce your core team members, speak to your community photo and why you chose it, and share your strength and challenge.

To orient your team to the content and concepts we will discuss in the kick-off webinar, please review the following materials ahead of June 6th:

- [What is System Thinking?](#) (10-minute video)
- [Complex Problems and Systems](#) 1.2 – 1.9 (short videos 2-9 minute video learning modules)

Jenny Wright (jennifer@careinnovations.org) is the Senior Program Manager for **Community Partnerships** and available to answer any questions you might have. **Community Partnerships** is also being supported by our Senior Program Coordinator Diana Nguyen (diana@careinnovations.org), and our Senior Director Tammy Fisher (tammy@careinnovations.org).

Again, on behalf of CCI, congratulations on your acceptance into this program and we look forward to working with you in the months ahead!

Warm regards,

Tammy Fisher

Tammy Fisher, Senior Director
Center for Care Innovations (CCI)
(415) 426- 4887

1438 Webster St., Suite 101
Oakland, CA 94612
www.careinnovations.org / [@CCIVoice](#)

Jenny Wright, MPH / Senior Program Manager
Gender Pronouns: She, Her, Hers ([What's this?](#))
Center for Care Innovations (CCI)
(415) 234-7984

1438 Webster St., Suite 101
Oakland, CA 94612
www.careinnovations.org / [@CCIVoice](#)



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Chair

Peter Hernandez
District No. 3

Jim Gillio
District No. 4
Vice - Chair

Jaime De La Cruz
District No. 5

Item Number: 18.

MEETING DATE: 6/11/2019

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: Tracey Belton, Interim

AGENDA ITEM PREPARER: Cynthia Larca

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM

Adopt Resolution authorizing the execution of an agreement (19-5001) with the California Department of Social Services to provide Adoption Services in Accordance with Government Code 30029.7(A); and authorize the Board Chair to sign the contract with the State of California Department of Social Services for the term of July 1, 2019 to June 30, 2020 in the amount of \$44,978.00.

SBC FILE NUMBER: 130

RESOLUTION NO: 2019-50

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

San Benito County has had a contract with the California Department of Social Services (CDSS) for adoption services for children in its child welfare system that cannot be reunified with their families for various reasons. CDSS has provided Adoptions services to San Benito County Health & Human Services Agency for several years, as Adoptions is a requirement under Child Welfare Services Welfare and Institutions Code (W&IC).

The State Budget Act of 2011 realignment funding has continued to provide the Adoptions allocation to

some counties with the option of contracting back with the state for the Adoptions Services, contracting with a larger county and/or developing an internal Adoptions Unit. Due to the amount of Adoptions cases, (10 year average of 14 cases per year or less), the Adoptions process requirements and the fact that there has been a process in place with State Adoptions, which has met the needs of the families in need of these services, San Benito County opted to utilizing CDSS State Adoptions for the realignment amount of \$44,978.

This contract has been included in the fiscal year 2019-2020 budget.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

221.80.2285.1000.619.250

CURRENT FY COST:

44,978

STAFF RECOMMENDATION:

Adopt Resolution authorizing the Chair to sign the State Adoptions Agreement 19-50001 with the State of California Department of Social Services for the term of July 1, 2019 to June 30, 2020 in the amount of \$44,978.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Resolution	5/30/2019	Resolution
CDSS Agreement No. 19-5001	5/30/2019	Contract

BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO

RESOLUTION AUTHORIZING THE EXECUTION) Resolution No. 2019-_____
OF AN AGREEMENT WITH THE CALIFORNIA)
DEPARTMENT OF SOCIAL SERVICES TO)
PROVIDE ADOPTION SERVICES IN)
ACCORDINACE WITH GOVERNMENT CODE)
§30029.7(A))
_____)

WHEREAS, The California Department of Social Services (CDSS) will provide certain services and/or activities related to the administration of San Benito County's Adoption Services Program, and

WHEREAS, the San Benito County Health and Human Services Agency, Social Services Division (HHSA) has determined that there is a need for these services and/or activities in order to properly administer the Adoption Services Program and comply with Welfare and Institutions Code §16100; and

WHEREAS, pursuant to Government Code § 30029.7(a), the County and CDSS may enter into an agreement for CDSS to provide Adoption Services.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Board of Supervisors authorizes the Chair to execute Standard Agreement No. 19-5001 with the California Department of Social Services and to sign any subsequent amendments thereto, and perform any and all responsibilities in relationship to said contract.

PASSED AND ADOPTED at a regular meeting of the San Benito County Board of Supervisors this 11th day of June, 2109, by the following vote.

Ayes: Supervisor(s):
Noes: Supervisor(s):
Absent: Supervisor(s):
Abstain: Supervisor(s):

By: _____
Mark, Medina, Chair

ATTEST:
Clerk of the Board of Supervisors

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

By: _____

By:  _____
Deputy County Counsel

Date: _____

Date: 5-30-2019

CONTRACT

The County of San Benito ("County") and the California Department of Social Services ("CDSS") 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, 2019, and end on June 30, 2020, unless sooner terminated as specified herein.

2. Scope of Services

CDSS, for County's benefit shall perform the services specified in Exhibit A to this Contract. Exhibit A is incorporated by reference and made a part of this Contract.

3. Compensation for Services

In consideration for CDSS' performance, County shall pay compensation to CDSS according to the terms specified in Exhibit B, paragraph 19(a). Exhibit B is incorporated by reference and made a part of the 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 Exhibit B. Exhibit B is incorporated by reference and made a part of this Contract.

5. Insurance Limits

The CDSS is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and workers' compensation liabilities arising from or in connection with the performance of services under this Contract by the CDSS, its employees, officers, or directors. Evidence of self-insurance is attached as Attachments B and C, which are incorporated by reference and made a part of this Contract.

6. Termination

The number of days of advance written notice required for termination of this Contract is 120 days.

7. Specific Terms and Conditions

The rights and duties of the Parties to this Contract are additionally governed by the specific, additional terms mutually agreed to and listed in Exhibit E. Exhibit E is incorporated by reference and made a part of the 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: Tracey Belton
Title: Deputy Director
Address: 1111 San Felipe Rd #206
Hollister, CA 95023
E-Mail: tbelton@cosb.us
Telephone No.: (831) 630-5146
Fax No.: (831) 637-2910

Contract Administrator for CDSS:

Name: Carmen George
Title: Contract Consultant, Adoption Services Bureau
Address: 744 P Street, MS 8-12-31
Sacramento, CA 95814
E-Mail: carmen.george@dss.ca.gov
Telephone No.: (916) 651-8106
Fax No.: (916) 651-8143

SIGNATURES

APPROVED BY COUNTY:

Name: _____

Chair, San Benito County Board of Supervisors

Date: _____

APPROVED BY CDSS:

Name: T. Gorman

TAMMY T. GORMAN, SSM1

CDSS Contracts & Purchasing Bureau

Date: 05-22-2019

APPROVED AS TO LEGAL FORM:

Barbara Thompson, San Benito County Counsel

By: [Signature]

Date: 5-30-2019

**EXHIBIT A
(Standard Agreement)**

I. SCOPE OF WORK

The contractor California Department of Social Services, (hereinafter referred to as the CDSS) agrees to provide to San Benito County, (hereinafter referred to as County), Agency adoption services under the authority of Welfare and Institutions Code (W&IC), Section 16130 and in accordance with Title 22 California Code of Regulations (CCR), Sections 35127 through 35239. The CDSS will provide the following adoption services:

- A. Consult and review of children in out-of-home care who need permanence through adoption.
- B. Assess and provide a written analysis of the adoptability of a child pursuant to W&IC, Section 361.5, 366.21 or 366.22.
- C. Inform caregivers and birth families of provisions and availability of kinship adoptions, post adoption contact agreements and related services.
- D. Provide relinquishment services for birth/legal parents who are considering the option of adoption.
- E. Complete the adoptions final report for the Interstate Compact on the Placement of Children (ICPC) when the adoption will be finalized in a California court.
- F. Make preliminary assessments and written reports concerning the prospective adoptive parents for the W&IC, Section 366.26 hearing. The CDSS will provide testimony for contested hearings regarding the reports as requested by the County Counsel.
- G. Match and place children for adoption with an approved Resource Family (RF) approved by the County of jurisdiction.
- H. Review and provide medical and social background information concerning a child and his or her birth parents to adoptive parents at the time of the adoptive placement.
- I. Supervise adoptive placements until finalization and provide post adoptive placement services to families.
- J. Establish and assess for Adoption Assistance Program (AAP) eligibility and benefits pursuant to governing laws and the County programs regarding AAP eligibility (i.e., W&IC, Sections 16115-16123 and Title 22 CCR, Section 35325 et seq).
- K. Provide other appropriate and necessary adoption services as needed.

II. THE CDSS AND COUNTY AGREE TO COORDINATE EFFORTS IN THE FOLLOWING AREAS:

- A. Promote permanence for children who are in out-of-home care.

- B. Exchange information about dependent children and keep each other informed of general progress in cases involving children in out-of-home placement and changes that may affect the casework provided by the other Party. This exchange may include, but is not limited to, any information (e.g., complaints, concerns or licensing written directive violations) that would reflect the suitability of the prospective adoptive family or their ability to provide appropriate care for a child.
- C. Keep each other informed of general progress in the case and changes that may affect the casework provided by the other Party, including potential placement changes.
- D. Notify the other Party before taking any action that may have the potential to disrupt or terminate placement unless events are of an emergency nature or are so serious that immediate action is required to protect the child from harm.
- E. Establish mutually agreed upon timelines for joint reviews, referrals and reports required by the CDSS, County, or the juvenile court.
- F. Provide written materials or reports required to carry out effective adoption planning and to meet the mandates of the juvenile court.
- G. Work jointly and share responsibilities to recruit and train an adequate pool of families to serve the permanency needs of children.
- H. Ensure payment of AAP benefits in compliance with Title 22 CCR, Section 35325 et seq.
- I. Use the Child Welfare Services/Case Management System (CWS/CMS) or the Child Welfare Services/California Automated Response and Engagement System (CWS/CARES) to record information and case activities for dependent children and foster families.
- J. Provide other appropriate and necessary coordination as needed.
- K. Services for the child before a permanent plan is determined.
 - 1. The County and the CDSS Will:
 - a. Jointly assess the child pursuant to W&IC, Section 361.5(g) and before the filing date of a report recommending that Family Reunification (FR) services not be provided.
 - b. Jointly assess the child approximately 90 days before the 6 month and 12-month reviews required by W&IC, Section 366.21 and the 18 month review required by W&IC, Section 366.22.
 - c. Jointly assess relatives and/or other potential caregivers that are being considered as permanency resources for a child prior to placement or as soon thereafter as possible. Both the CDSS and the County will comply with all home approval and placement statutes and regulations that are applicable to each agency.

2. The County Will:
 - a. Complete the Resource Family Approval (RFA) application approvals.
 - b. Refer children in out-of-home care for a joint assessment prior to FR services being terminated.
 - c. Identify and search for all of the child's presumed and alleged parents and document search efforts, including, but not limited to, providing the CDSS with current and past marital history including date and places of marriage and divorce. Also, obtain birth records on the child as soon as possible.
 - d. Determine whether the child is Native American and whether the Indian Child Welfare Act is applicable. If the child has possible Indian ancestry, the County will complete process of notifying all possible tribes and documenting this in court.
 - e. Share with the CDSS background information as it is obtained about the child, including developmental history, psychological and family health history.
 - f. Advise the birth parent of the option of forgoing FR services and/or relinquishing parental rights. Contact CDSS if the parent indicates an interest in relinquishment or would like additional information about relinquishment or adoption.
 - g. Provide a written referral to the CDSS when FR services are not ordered (W&IC, Section 361.5), when FR services are terminated due to an order by the court (W&IC, Section 360 if applicable, 366.21 or 366.22) or when a referral is made for the child before termination of services. Provide all necessary documents to the CDSS in order to carry out adoption services, including the written assessment when the child is placed with an approved RF.
 - h. Until otherwise notified by CDSS, provide child abuse and neglect reports and information concerning prospective adoptive parents when requested by CDSS.
 - i. Until otherwise notified by CDSS, provide Department of Justice criminal record clearance(s) of the prospective adoptive parent(s) and other adults residing in the home when requested by CDSS.
 - j. Work with the CDSS to prepare a report for the W&IC, Section 366.26 hearing. The County social worker's portion of the report will include:
 - (1) An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.
 - (2) A review of the amount and nature of contact between the child and parent(s) since placement.

- (3) A summary of current search efforts for any absent parent.
 - (4) Documentation of the relationship of the child to any caretaker, the duration and character of the relationship, the motivation, and a statement from the child about placement and permanence (unless the child is unable to give a meaningful response, in which case the child's condition should be stated).
 - (5) A preliminary assessment of the eligibility and commitment of any identified prospective caretaker to provide permanence for the child. The assessment will contain a social history, including screening for criminal records and prior referrals for child abuse or neglect; the capability to meet the child's needs; and an understanding of the legal and financial rights and responsibilities of an adoption.
- k. Provide or purchase Psychological Evaluations and Competency Statements in cases where they are required by statute, regulation, or court order.
 - l. Retain case management responsibility until finalization of the adoption or dismissal of dependency (Manual of Policies and Procedures, Division 31-320.412).
 - m. Send notice of hearing, the social worker's court report and the judge's court orders to the CDSS' Adoptions Regional Office for W&IC, Section 360 if applicable, 361.5 (g), 366.21, 366.22, and 366.26 hearings and any subsequent hearings. Send notice of any appeals filed concerning juvenile court actions, and the appellate court's decisions, to the CDSS.
 - n. Prepare a court report every six months for the juvenile court to identify progress towards the goal of adoption. Attach the adoption status report provided by the CDSS.
 - o. Determine the child's Title IV-E (federal) eligibility and provide AAP payments as directed by the CDSS to adopting parents. The County shall provide Notice of Action and AAP re-assessment forms as required.
 - p. Send all court orders to CDSS within 30 calendar days after the date of the court hearing.
 - q. Retain case management responsibility until finalization of the adoption or dismissal of dependency. Transfer primary assignment on the CWS/CMS or CWS/CARES application to the CDSS' Adoptions Regional Office before closing CWS services case.
 - r. Pursuant to Title 22 CCR § 89179(a), the adoption agency shall maintain adequate case records which include:
 - (1) Separate records for each client and for each placement facility studied and used by the agency.

(2) Current administrative records in such a form as to provide an index to all cases, including location of all clients under care and of all placement facilities in use.

(a) Adoption case records shall be retained by the agency indefinitely. In the event of an agency terminating its adoption services, full case records on all completed adoptions, placements for adoption and children relinquished for adoption shall be forwarded to the CDSS for permanent filing and reference. Records and documents shall include those regarding the natural parents, the child and the adoptive parents. Such forwarding by the terminating agency shall be conducted in the manner prescribed by the CDSS.

3. The CDSS Will:

- a. Assess the child with the County pursuant to W&IC, Section 361.5 (g) as soon as practically possible, and before the filing date of the report recommending FR services not be provided.
- b. Assess the child with County approximately 90 days before the 6-month and 12-month review required by W&IC, Section 366.21 and the 18-month review required by W&IC, Section 366.22.
- c. Jointly review the assessment of relatives and/or other potential caregivers that are being considered as a placement resource for a child where successful FR is unlikely, prior to placement or as soon thereafter as possible.
- d. Consult with the County social worker about the possibility of parental relinquishment of the child. If the parent expresses an interest in pursuing adoption, the adoption worker will discuss relinquishment with the parent. If a relinquishment is taken, the CDSS will provide written notice to the juvenile court, the relinquishing parent(s) attorney, the child's attorney and the County.
- e. Interview the birth parent whenever possible to advise him or her of the availability of a post adoption agreement and to secure medical/social background information concerning the child and birth parent. The birth parent will be advised that adoption records are kept permanently, and of the opportunity to place information in the adoptions case files after finalization of the adoption. They will also be informed of the procedures for sharing information or having contact after the adoptee becomes an adult.
- f. Provide assessment of the child before the W&IC, Section 366.26 hearing. This assessment may include a review of the case record, discussions with the County social worker, contacts with the child, the present caretaker, and any other collateral persons involved with the child.

- g. Work with the County to prepare a report for the W&IC, Section 366.26 hearing. The CDSS report will be submitted to the County 21 calendar days before the hearing, and shall include:
 - (1) An evaluation of the child's medical, developmental, scholastic, mental, and emotional status.
 - (2) The relationship of the child to any siblings, identified prospective adoptive parents, the duration and character of the relationships, the potential for a post adoption contact agreement, the motivation for seeking adoption, and a statement from the child about placement and the adoption (unless the child is unable to give a meaningful response, in which case the child's condition should be stated).
 - (3) An analysis of the likelihood that the child will be adopted if parental rights are terminated.
- h. Be available for contested W&IC, Section 366.26 hearings to present expert testimony regarding the child's adoptability and other relevant information.
- i. If the juvenile court identifies adoption as a permanent goal, it can without terminating parental rights, order the CDSS to locate an adoptive home for the child within 180 days. This applies only to a child whom the court determines is difficult to place for adoption and there is no identified adoptive family. During the 180 days period, the CDSS shall contact other private and public adoption agencies about the availability of the child for adoption.
- j. Provide information concerning adoption to prospective adoptive parents including the availability of and requirements for post adoption contact agreements, pursuant to Family Code (FC) Section 8714.7.
- k. Prepare the child for adoption. (This may or may not include a placement change.)
- l. Coordinate efforts with ICPC to establish and maintain adoptive placements for dependent children who are placed out-of-state.
- m. Place the child for adoption. Placing a child for adoption may include both moving a child to an adoptive home and signing adoption placement document or signing documents to change the child's current foster placement status to adoption.
- n. Promptly notify the County of the date of adoptive placement and date foster care payment is discontinued. These events may not necessarily occur on the same date.
- o. Establish AAP eligibility of the child, determine and negotiate benefits, duration, and review and re-assess AAP benefits as needed. Prepare the AAP paperwork, including payment instructions to the County. The duration and amount of all AAP benefits must comply with State regulations.

- p. Assume exclusive care and control of the child for the purpose of supervising the adoptive placement of pursuant to W&IC, Section 366.26 (j) until finalization of the adoption.
 - q. Prepare and present a report to the court in the county in which the Adoption Request was filed with a recommendation concerning the adoption. If the Adoption Request includes a post adoption contact agreement, the CDSS will address in its report whether the post adoption contact agreement is in the child's best interest.
 - r. Confirm in writing to the County that the adoption is finalized and request dependency be dismissed. The CDSS is not authorized to provide the County with a copy of the final decree of adoption.
 - s. Document case management activities in CWS/CMS or CWS/CARES pursuant to state guidelines.
 - t. Conduct other appropriate and necessary permanency planning activities as needed.
- L. Services after permanency planning.
- 1. The County and the CDSS Will:
 - a. Jointly assess each child in long-term foster care, no less than 45 days before the 12-month review of the permanent plan pursuant to W&IC, Section 366.3 (d).
 - b. Jointly review the assessment of relatives and/or other potential caregivers that are being considered as potential placement resources for a child prior to placement or as soon thereafter as possible.
 - 2. Responsibility for responding to requests for adoption records shall rest with the Party in possession of the records as specified in this Scope of Work.
 - 3. The County Will:
 - a. Refer the child to the CDSS for an adoption assessment when indicated pursuant to a joint review.
 - b. Provide a written referral packet for accepted referrals within five (5) working days, including all necessary documents for the agency to carry out its functions. Only documents not previously submitted will be needed.
 - c. Make a secondary assignment on the CWS/CMS or CWS/CARES application to the CDSS' Adoptions Regional Office "in-box caseload" at the time of referral for adoption services.

4. The CDSS Will:
 - a. Assign an Adoptions Specialist for each child for an adoption assessment pursuant to this joint review.
 - b. For each child accepted for study, a written assessment of the child's potential for adoption will be provided 21 calendar days before an annual court review hearing.
 - c. Provide case progress reports to the County 21 calendar days prior to each 6 month review following the W&IC, Section 366.26 hearing until such time as the adoption is finalized or the case is referred to the County because adoption is no longer the plan for the child.

The case progress report may include:

- (1) A summary of contacts.
- (2) Adjustment of the child to the adoptive home.
- (3) Specific circumstances or problems that affect the child or the placement.
- (4) Progress made in the adoption process.
- (5) Steps needed to complete the adoption.

III. CONFLICT RESOLUTION REGARDING CASE MANAGEMENT

The County and the CDSS will use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding a case will be resolved as follows:

- A. The primary social workers from the County and the CDSS will meet and confer to resolve differences.
- B. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers will meet and confer to resolve differences.
- C. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS' Adoptions Regional Office Manager and their respective supervisors and social workers will meet and confer to resolve differences.
- D. If issues that are regulatory or statutory in nature cannot be resolved adequately at the local level through the above procedures, the matter in dispute will be referred in writing to the appropriate state administrative office(s) for clarification and direction.

IV. PROJECT REPRESENTATIVE

The project representatives during the term of this agreement will be:

Carmen George
California Department of Social Services
Adoptions Services Bureau
744 P Street, MS 8-12-31
Sacramento, CA 95814
Telephone Number: (916) 651-8106
Fax: (916) 651-8143

Tracey Belton
San Benito County HHSA
1111 San Felipe Rd #205
Hollister, CA 95023
Telephone Number: (831) 630-5146
Fax: (831) 637-2910

Changes to the project representative information may be made 15 days in advance by written notice to the other Party and shall not require an amendment to this Agreement.



Governor Gavin Newsom

January 16, 2019

Attachment B

**STATE OF CALIFORNIA AUTOMOBILE
LIABILITY / PHYSICAL DAMAGE
FISCAL YEAR JULY 1, 2019 / JUNE 30, 2020**

To Whom It May Concern:

Please accept this letter as certification that the State of California has elected to be self-insured for liability and physical damage arising out of the ownership, maintenance, and operation of land motor vehicles.

Under this program, the Office of Risk and Insurance Management administers liability claims arising out of the operation of the vehicle. Physical Damage to such vehicle may be reimbursed by the Employing State Agency in accordance with State Administrative Manual (SAM) sections 2420 and 4116.

Sincerely,

A handwritten signature in black ink that reads "Lynan Graf". The signature is written in a cursive style and is positioned above the printed name and contact information.

Lynan Graf
Department of General Services
Associate Risk Analyst
(916) 376-5290
Lynan.Graf@dgs.ca.gov



Governor Gavin Newsom

January 16, 2019

Attachment C

**STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION
INSURANCE FISCAL YEAR JULY 1, 2019 / JUNE 30, 2020**

Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Lynan Graf,
Associate Risk Analyst
Office of Risk and Insurance Management
Insurance Services Unit
Phone: (916) 376-5290
Fax: (916) 376-5275
Lynan.graf@dgs.ca.gov

**EXHIBIT B
GENERAL TERMS AND CONDITIONS**

1. Indemnification

a. Claims Arising from Acts or Omissions of the County of San Benito

The San Benito County (hereinafter collectively referred as the County), hereby agrees to defend and indemnify the California Department of Social Services, its agents, officers, and employees (hereinafter collectively referred to as the CDSS), from any claim, action or proceeding against the CDSS, arising out of acts or omissions of the County in the performance of this Contract. At its discretion, the CDSS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of any obligation imposed by this Contract. The CDSS shall notify the County promptly of any claim, action or proceeding and cooperate fully.

b. Claims Arising from Acts or Omissions of the CDSS

The CDSS, hereby agrees to defend and indemnify the County, its agents, officers, and employees, from any claim, action, or proceeding against the County arising out of the acts or omissions of the CDSS in the performance of this Contract. At its discretion, the County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the CDSS of any obligation imposed by this Contract. The County shall notify the CDSS promptly of any claim, action or proceeding and cooperate fully.

2. Relationship Of The Parties

The CDSS is acting as a contractor for the delivery of the services; this is not a joint venture agreement between the Parties. It is understood by both Parties that this Contract does not create an employer-employee relationship between the Parties. Each Party agrees that it shall not enter into agreements or make representations or promises on behalf of the other Party.

3. Insurance Requirements

The CDSS is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and workers' compensation liabilities arising from or connection with the performance of services under this Contract by CDSS, its employees, officers, or directors. Evidence of self-insurance is provided with Attachment C, incorporated herein by reference.

The CDSS' self-insurance for liabilities (Attachment B) from the use of motor vehicles includes owned, non-owned, and hired vehicles used by CDSS' employees in the performance of services. Evidence of self-insurance is provided with Attachment B, incorporated herein by reference.

4. Maintenance Of Records

The Parties shall keep and maintain an accurate record of the referrals to the CDSS' Adoptions Regional Office. The CDSS and the County shall keep a copy of all invoices presented to the County on a quarterly basis which must include the weekly number of the open active child cases and the open active family cases. All such records shall be made available to the

County, its authorized representative, or officials of the State of California for review and audit during normal business hours, upon reasonable advance notice.

5. Retention Of Records For Audit Purposes

The CDSS 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 is made. Such records shall be maintained for a three-year period or retained for a longer duration, if an audit involving the records is then pending. The obligation to insure the maintenance of the records beyond the initial three-year period shall only arise if notice is provided to the CDSS of the commencement of the audit prior to the expiration of the three-year period.

6. Title To Documents; Copyrights

Excluding records, reports, or documents containing personal or confidential information, all reports and other materials collected or produced by the CDSS pursuant to this Contract are the property of the CDSS and shall not be subject to any copyright claimed by the County, its employees, subcontractors or agents. However, the County may use for administrative purposes completed materials developed or produced by the CDSS. Incomplete documents or projects may not be used without the prior written consent of the CDSS.

Records, reports, or documents containing personal or confidential information shall not be used for any commercial purpose and shall not be copyrighted by either Party, including the employees, officers, directors, or agents of each Party.

7. Conflict Of Interest

The Parties agree to enforce the requirements of the California Government Code, Sections 1090 through 1099 and Sections 87100 through 87105, including regulations promulgated by the California Fair Practices Commission, to prevent a public officer or employee, including a subcontractor, from participating in an activity that would constitute a conflict of interest.

8. Compliance With Applicable Laws

The Parties shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the service specified in this 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.

9. Change In Statutes or Regulations

If there is a change of statute or regulations applicable to the performance of this Contract, both Parties agree to be governed by the new provisions, unless either Party gives notice to terminate pursuant to the terms of this Contract or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the Contract.

10. Time is of the Essence

Time is of the essence for the performance of the services of this Contract. Each Party shall promptly perform the services and responsibilities described in the Contract and promptly comply with each term and condition.

11. Time

Each of the Parties to this Contract shall devote such time to the performance of the services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of the obligations of this Contract. Neither Party shall be considered to be in default of this Contract to the extent the performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

12. Modification

No modification or waiver of any provisions of this Contract or its attachments shall be effective unless such waiver or modification shall be in writing, signed by both Parties.

13. Nondiscrimination

The Parties 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. In the provision of services each Party shall be responsible for the actions of its employees, directors or officers so that employees and applicants for employment and any member of the public are free from any unlawful discrimination. The Parties warrant and represent that each is aware and shall follow: 1) the Federal Civil Rights Act of 1964 (Act) and all amendments, administrative rules and regulations issued pursuant to this Act; and 2) the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) and the regulations promulgated to enforce the Fair Employment and Housing Act. The Parties agree to include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform services under this Contract.

14. Bankruptcy

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

15. Prohibition Against Assignment And Delegation Of Duties

Except as specifically authorized within the Contract, no rights may be assigned and no duties under this Contract may be delegated by the Parties without the prior written consent of the other, and any attempted assignment or delegation without such consent shall be void.

16. 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.

17. Severability

Should any provision herein be found or deemed to be invalid, this Contract shall be construed as not containing such provision. 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.

18. Entire Contract

This Contract is the entire agreement of the Parties for the performance of services. 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 by reference. It is the intention of the Parties hereto that this Contract shall supersede any prior agreements, discussions, commitments, representations, agreements, written, or oral, between the Parties.

19. Budget Statement

Assembly Bill (AB) 118 (Chapter 40, Statutes of 2011) and ABX1 16 (Chapter 13, Extraordinary Session, Statutes of 2011) realigned the funding for Agency adoptions from the CDSS to the local governments and redirected specific tax revenues to fund these services. AB 118 and ABX1 16 realigned a total of \$6 million general fund to the counties who have not had a licensed public adoption agency. As stated in County Fiscal Letter (CFL) Number 11/12-18 dated September 16, 2011, the county specific distribution of the \$6 million general fund was based on a percent to total of each county's specific combined 12-year average of child and family referrals to the CDSS' Adoptions Regional Offices that have been providing Agency adoption services to these counties.

a. Invoicing

In consultation with the County Welfare Directors Association, for those counties opting to contract directly with CDSS to continue the Agency adoption services, CDSS will invoice each on a weekly cost per case basis of \$62 based on the county specific distribution provided in CFL No. 11/12-18. The CDSS will invoice the County quarterly the total cost for each active child case and each family case referred to the CDSS' Adoptions Regional Office for adoption services. This rate would be claimed up to but not exceeding Forty-Four Thousand Nine Hundred Seventy-Eight dollars (\$44,978.00) for Fiscal Year 2019-2020, the amount of the allocation received by the County in any Fiscal Year.

20. Termination

Either Party may terminate this Contract, with or without cause, with 120 days' advance written notice. In order to terminate this Contract, the terminating Party shall give advance written notice to the other Party. The termination notice shall be made as specified in number 21 below. In the event of termination, the County shall pay the CDSS for all work satisfactorily performed prior to the effective date of the termination.

21. Notice

Notices to the Parties in connection with the administration of this Contract shall be given to the Parties' Project Representative 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 Party's Project Representative as specified in the Exhibit A, Scope of Work, Page 9, Section IV.
- b. Five days after the date the notice is deposited in the United States mail, addressed to a Party's Project Representative as indicated in Section IV, with first-class postage fully prepaid; or
- c. On the day the notice is transmitted by facsimile to the facsimile number specified as specified in Section IV, provided that an original of such notice is deposited in the United States mail, addressed to the Party's Project Representative as specified in Section IV, on the same day as the facsimile transmission is made.

22. Partial Invalidity

Should any part, term, portion, or provision of this Contract agreement be finally decided by a court of competent jurisdiction to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions will be deemed severable and will not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first place.

23. Responsibility Of Project Representatives

All matters concerning the administration of this Contract, which are within the responsibility of the Parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the Party's employee specified, in writing, by the Project Representative. A Party may, in its sole discretion, change its designation of its Project Representative upon providing written notice to the other Party at least 15 days prior to such change. The Project Representatives for Parties are specified in the Exhibit A, Scope of Work, Page 9, in Section IV.

24. 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. A Party's receipt of consideration with knowledge of the other's violation of a covenant does not waive the Party's right to enforce any covenant of this Contract. However, neither Party shall waive any provision of this Contract unless the waiver is not against public policy or current laws, in writing, signed by a representative of each Party with the authority to sign, and signed by all Parties.

25. Authority and Capacity

Each Party and each Party's signatory warrant and represent that each has full authority and capacity to enter into this Contract in accordance with all requirements of law. The Parties also

warrant that any signed amendment or modification to the Contract shall comply with all requirements of law, including capacity and authority to amend or modify the Contract.

26. Binding On Successors

All of the conditions, covenants, and terms identified in this Contract apply to any successor or assignee of the Parties to this Contract with each assignee or successor held jointly and severally liable under this Contract. However, no assignment or subcontract of either Party is permitted, except with the prior written authorization of the other Party.

27. Cumulative Remedies

All of the various rights, 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 full performed.

28. Independent Advice

Each Party 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 Party. Each Party also warrants and represents 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.

29. No Reliance On Representations

Each Party warrants and represents 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, have been independently verified. Each Party further understands that it is responsible for verifying the representations of law or fact provided by the other Party.

30. Information Subject To A Business Associate Agreement

The Parties agree to identify for the other Party protected health information in the adoption records that was provided through a business associate agreement of a covered entity, as required by 42 U.S.C 1320d and its implementing regulations at 45 CFR Parts 142, 160, 162, and 164, collectively referred to as the Health Insurance Portability and Accountability Act Privacy Rule.

31. Conflicting Disclosure Laws

The Parties agree to follow the requirements of the law for the disclosure of confidential adoption records. When in doubt as to whether a record in its possession should be disclosed or withheld, each Party agrees to contact its Legal Counsel for direction.

32. Confidentiality

The CDSS and County staff will comply with the provision of W&IC, Section 10850 and Family Code, Section 9200 et seq. to assure that all applications and records concerning individuals made or kept by any officer or agency in connection with the administration of any service under this Contract will be kept confidential. The CDSS and the County will maintain the confidentiality of all information and records in accordance with current laws, regulations and policies. Exchange of information will be for the purpose of promoting the best interests of the child and the administration of the program.

Each County and CDSS' Adoptions Regional Office will maintain their own confidentiality regulations and guidelines to review and follow. The location of those guidelines shall be made known to all employees. The CDSS and the County agree to inform all of its employees, agents, and subcontractors of the confidentiality provisions and further agree that any person knowingly and intentionally violating the provisions of said laws is guilty of a misdemeanor.

33. Mailing Of Confidential Information

The Parties may use the United States Postal Service to deliver records containing personal or confidential information to the other provided that the record(s) are double enveloped with the interior envelope identified as confidential with the name of the recipient of the mail on the interior envelope. Additionally, each shall require that the records being delivered shall only be delivered to the addressee with an acknowledgement of receipt. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

34. Transporting Records

The Parties agree that all records containing personal or confidential information shall be transported in a secure manner. When using a third Party who is not a Party to this Contract to transport records to the other Party, the Parties each agree to notify the other before sending records to the other containing personal or confidential information, as defined in law. Notice may be provided electronically, but receipt of the message must be confirmed before commencing the transport of the records to the other Party. Additionally, except for personal delivery by a representative of the Parties a bonded courier service shall be used. The records shall be securely double-enveloped or boxed with the interior envelope or box identified as confidential and properly addressed to the intended recipient/employee. Upon delivery, the courier shall obtain a signed acknowledgement of receipt from the entity receiving the documents. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

35. Form 700

All employees and managers required to file an annual Form 700 pursuant to the Conflict of Interest Code and/or Government Code, Section 87200 do so with the CDSS' Central Office located at 744 P Street, MS 8-12-31, Sacramento, CA 95814.

36. Venue

It is agreed by the Parties to this Contract that, unless expressly waived by the CDSS, any action brought to enforce any of the provisions of this Contract for declaratory relief shall be filed

in and remain in a court of competent jurisdiction in the County of Sacramento in the State of California.

37. Controlling Law

The validity, interpretation and performance of this Contract shall be construed under the laws of the State of California, or when applicable federal law.

38. Captions

The captions of this Contract are for convenience in reference only and the words contained in the captions shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Contract.

39. Definitions

“Shall” and “will” and “agrees” are mandatory. “May” is permissive.

40. Identifying Agreed Upon Changes to the Contract Agreement

The Parties agree that every amendment shall identify in typed print strike-through the words of the Contract agreement to be deleted by the amendment and no longer applicable to the Contract agreement; and new words added by the amendment shall be identified in bold font and underlined. For a subsequent amendment, the words deleted by the prior amendment with the strike-through shall not be included; and the words previously bolded in the prior amendment shall no longer be bolded.

Amendments to the Contract agreement may be made in whole or in part, as appropriate and selected by the Parties.

**EXHIBIT E
SAN BENITO COUNTY
BUSINESS ASSOCIATE ADDENDUM**

- (a) The California Department of Social Services (CDSS) shall comply with, and assist the County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164), hereinafter collectively referred to as the "Privacy Rule." Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms are used in the Privacy Rule.
- (b) Except as otherwise limited in this Addendum, CDSS may use or disclose Protected Health Information (PHI) to perform functions, activities, or services for or on behalf of the County as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule with which the County complies.
- (c) CDSS shall not use or further disclose PHI other than as permitted or required by this Addendum, or as required by law.
- (d) CDSS shall use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Addendum.
- (e) CDSS shall report to the County any use or disclosure of the PHI not provided for by this Addendum.
- (f) CDSS shall mitigate, to the extent practicable, any harmful effect that is known to CDSS as a result of a use or disclosure of PHI by CDSS which is in violation of the requirements of this Contract.
- (g) CDSS shall ensure that any agent, including a subcontractor, to whom it provides PHI received from, created, or received by CDSS on behalf of the County, agrees to the same restrictions and conditions that apply through this Contract to CDSS with respect to such information.
- (h) CDSS shall provide access, at the request of the County, and in the time and manner designated by the County, to PHI in a Designated Record Set; this PHI will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
- (i) CDSS shall make any amendment(s) to PHI in a Designated Record Set that the County directs, pursuant to 45 CFR Section 164.526, at the request of the County or an Individual, and in the time and manner designated by the County.
- (j) CDSS shall document such disclosures of PHI and information related to such disclosures as would be required for the County, to respond to a request

by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

- (k) CDSS shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- (l) CDSS shall make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by CDSS on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.
- (m) A breach by CDSS of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.
 - (1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, CDSS shall return or destroy all PHI received from the County, or created or received by CDSS on behalf of the County. This provision shall apply to PHI that is in the possession of subcontractors or agents of the CDSS. CDSS, its agents and subcontractors shall retain no copies of the Protected Health Information.
 - (2) In the event that CDSS determines that returning or destroying the PHI is infeasible, CDSS shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, CDSS shall extend the protections of this Addendum to such and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as CDSS, or any of its agents or subcontractors, maintains such Protected Health Information.
- (n) The Parties agree to take action to amend this Contract from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.



**SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM**

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 19.

MEETING DATE: 6/11/2019

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: Tracey Belton, Interim

AGENDA ITEM PREPARER: Cynthia Larca

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM

Approve Contract Amendment #1 to the contract with Youth Alliance for CalWORKs Counseling Services in the amount of \$12,600 for a new not to Exceed Amount of \$62,600.00.

SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Youth Alliance is under contract for CalWORKs counseling services for the Health & Human Services Agency. The case load has increased to a level that will exceed the current contract amount of \$50,000. It is estimated that an additional \$12,600 is needed to provide services through June 30, 2019. The new not to exceed amount will be \$62,600. There is no impact to the County General fund.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

221.80.2285

CURRENT FY COST:

62,600

STAFF RECOMMENDATION:

Approve an Amendment to the Contract with Youth Alliance for CalWORKs Counseling Services in the Amount of \$12,600 for a new not to Exceed Amount of \$62,600.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Youth Alliance Contract Amendment No. 1	5/30/2019	Standard Contract

AMENDMENT TO CONTRACT

The County of San Benito ("COUNTY") and Youth Alliance ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated July 1, 2018.

b. Prior Amendments. (Check one.)

The initial contract previously has not been amended.

The initial contract previously has been amended. The date(s) of prior amendments are as follows: _____

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. The term of the original contract is not modified.

b. Scope of Services. The services specified in the original contract (Exhibit 1) are not modified.

c. Payment Terms. The payment terms in the original contract (Exhibit 1) are modified as specified below:

Modified or New Payment Terms:
(Insert modified or new payment terms.)

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

a total lump sum payment of \$ _____, or

a total sum not to exceed \$ 62,600, for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

d. Other Terms. There are no other terms of the original contract that are modified.

3. Other Terms.

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR



Name/Title: Pam Lyra, Deputy Director Operations

5/23/19

Date

COUNTY

San Benito County Board of Supervisors

_____, Chair

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



5-30-2019

Date

**EXHIBIT 1
TO AMENDMENT # 1**

**ORIGINAL
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and Youth Alliance ("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, 2018, and end on June 30, 2019, unless sooner terminated as specified herein.

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
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$100,000

6. Termination.

The number of days of advance written notice required for termination of this contract is thirty (30) days.

7. Specific Terms and Conditions

- 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: Maria Corona

Title: Deputy Director

Address: 1111 San Felipe Rd Suite 206

Hollister, California 95023

E-Mail: mcorona@cosb.us

Telephone No.: 831-630-5176

Contract Administrator for CONTRACTOR:

Name: Diane Ortiz

Title: Executive Director

Address: PO Box 1291


Hollister, CA 95023

E-Mail: diane@youthall.org

Telephone No.: 831-636-2853

SIGNATURES


APPROVED BY COUNTY:


Name: Anthony Botelho

Chair, San Benito County Board of Supervisors

Date: 8/7/18

APPROVED BY CONTRACTOR:


Name: Diane Ortiz
Title: Executive Director

Date: 6/21/18

APPROVED AS TO LEGAL FORM:

Barbara Thompson, San Benito County Counsel

By: 

Date: 7-11-2018

ATTACHMENT A
Scope of Services for CalWORKs Program

CONTRACTOR Shall:

- A. Provide individual client assessments on identified CalWORKs recipients.
- B. Provide child, family, or individual therapy as deemed appropriate for CalWORKs/Welfare to Work participants and their family and to Annual Reporting/Child Only children (AR/CO).
- C. Provide crisis counseling. Crisis counseling will be provided to clients who may require more intense and more frequent sessions to help them overcome the crisis. For such cases, the contractor will provide regular updates on progress to the County to allow time to update the client's plan.
- D. Provide written reports/letters as requested documenting a client's progress in therapy and any other specific issues. CONTRACTOR may use Exhibit A-1 to provide progress updates.
- E. Conduct individual therapeutic sessions and group sessions as needed with an emphasis on group work as appropriate.
- F. Provide case management and coordination of services.
- G. Track Client data on the following:
 - 1. Number of referrals
 - 2. Number of clients served
 - 3. Demographic data: age, gender, language
 - 4. Top five diagnoses
- H. Provide monthly invoices for each client detailing the following:
 - 1 Name of client
 - 2 Date of Service (or missed visit)
 - 3 Specific services provided, and
 - 4 Number of hours of service provided

CONTRACTOR may use their own billing form if it contains all of the required information or they may use County's Exhibit A-2.

COUNTY Shall:

- A. Refer appropriate CalWORKs clients who have been identified by the Agency to be in need of therapeutic services. It is the intent of the County to maintain on-going case referrals of at least 8-10 unduplicated clients. The referral shall include the client's assessment and Welfare to Work plan.
- B. Provide all appropriate background information for each client referred and be available to answer questions, in person, or via verbal and/or written communication.

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 \$ 50,000 _____,

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 pay to CONTRACTOR one hundred fifty-six dollars (\$156) for each scheduled hour of individual counseling services to clients per attachment A.
- b) COUNTY shall pay to CONTRACTOR one hundred fifty-six dollars (\$156) for each scheduled hour of group counseling services to clients per attachment A.
- c) County shall pay one hundred twenty-one dollars (\$121) per hour for non-counseling services such as case management, driving to and from appointments with clients and the County, completion of reports and for other collateral purposes.
- d) Administrative costs not to exceed 10% of the actual costs of services provided or \$5,000, whichever is less.

- e) Contractor shall be paid on a cost reimbursement basis for the term of the contract. Invoices shall be submitted by the 10th of every month to the attention of: Maria Corona, Deputy Director
1111 San Felipe Rd #206
Hollister, Ca. 95023

Accounting contact for COUNTY:

Name: Casey Estorga

Title: Fiscal Officer

Address: 1111 San Felipe Rd. Ste 206

Hollister, California 95023

E-Mail: cestorga@cosb.us

Telephone No.: 831-630-5179

Fax No.: 831-634-9754

Accounting contact for CONTRACTOR:

Name: Diane Ortiz

Title: Executive Director

Address: PO Box 1291

Hollister, CA 95023

E-Mail: diane@youthall.org

Telephone No.: 831-636-2853

Fax No.: 831-636-2850

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. CONTRACTOR certifies that no one who has or will have any financial interest under this contract is an officer or employee of COUNTY.

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 the execution of this contract. For purposes of this paragraph, obligations arising prior to 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 shall give CONTRACTOR notice of the amount of any offset and the reason for the deduction.

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 E
SAN BENITO COUNTY
BUSINESS ASSOCIATE ADDENDUM

- (a) Contractor shall comply with, and assist the County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; “HIPAA”) and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164), hereinafter collectively referred to as the “Privacy Rule.” Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms are used in the Privacy Rule.
- (b) Except as otherwise limited in this Addendum, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of the County as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule with which the County complies.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Addendum, or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum.
- (f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor as a result of a use or disclosure of Protected Health Information by Contractor which is in violation of the requirements of this Agreement.
- (g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, created, or received by Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set; this Protected Health Information will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
- (i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs, pursuant to 45 CFR Section 164.526, at the request of the County or an Individual, and in the time and manner designated by the County.
- (j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County, to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.

- (k) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services (“Secretary”), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County’s compliance with the Privacy Rule.
- (m) A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.
 - (1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.
 - (2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.
- (n) The Parties agree to take action to amend this Agreement from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.



YOUTALL-01

KIM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

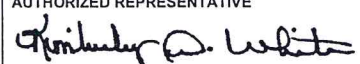
PRODUCER License # 0K07568 Pacific Diversified Insurance Services 15005 Concord Circle, Suite 110 408-842-2131 Morgan Hill, CA 95037	CONTACT NAME: Kimberly D. White, CISR PHONE (A/C, No, Ext): E-MAIL ADDRESS: kwhite@pdins.com FAX (A/C, No):
INSURED Hollister Youth Alliance C/O: Diane Ortiz Post Office Box 1291 Hollister, CA 95024-1291	INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits' Ins Alliance of CA INSURER B: American Guarantee & Liability INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 11845

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	X	2017-06291NPO	11/16/2017	11/16/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:					
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WC571027102	04/01/2018	04/01/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contents		2017-06291NPO	11/16/2017	11/16/2018	7598 Monterey Rd. 5,000
A	ISC & Professional		2017-06291NPO	11/16/2017	11/16/2018	Each Have Limit of: 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is named as an additional insured, as per written contract or agreement and per carrier blanket endorsements attached. 10 Days notice of cancellation for non payment and 30 days for all other notices.

CERTIFICATE HOLDER San Benito County Health & Human Services Agency 1111 San Felipe Rd., Suite #206 Hollister, CA 95023	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  541
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SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 20.

MEETING DATE: 6/11/2019

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: Tracey Belton, Interim Director

AGENDA ITEM PREPARER: Andi Anderson

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES - T. BELTON, INTERIM

Approve New Appointment of Tracey Belton to the Workforce Development Board (WDB) as a Public representative, for a three-year term effective May 14, 2019 through May 14, 2022.

SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The Workforce Development Board requests the appointment of Ms. Tracey Belton, as a Public representative, a required board position pursuant to the Workforce Innovation & Opportunity Act Federal Register, Membership of the Local Board, Section 107. The WDB approved Ms. Belton's appointment at their 5/14/2019 meeting.

These board positions are volunteer positions. The representatives from the various required agencies/businesses are not paid by CSWD or the various program/funding sources of the agency. The only time any reimbursement is provided is when/if it is required that a board member attend a Workforce Innovation & Opportunity Act workshop/ training/seminar, etc.

OTHER AGENCY INVOLVEMENT:

There are no other agencies involved in this request. These board positions are volunteer positions. The representatives from the various required agencies/businesses are not paid by CSWD or the various program/funding sources of the agency. The only time any reimbursement is provided is when/if it is required that a board member attend a Workforce Innovation & Opportunity Act workshop/ training/seminar, etc.

OTHER AGENCY INVOLVEMENT:

There are no other agencies involved in this request.

BUDGETED:

No

SBC BUDGET LINE ITEM NUMBER:

N/A

CURRENT FY COST:

0

STAFF RECOMMENDATION:

Approve New Appointment of Tracey Belton to the Workforce Development Board (WDB) as a Public representative, for a three-year term effective May 14, 2019 through May 14, 2022.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Tracey Belton WDB Appointment 06.11.19 -AIT	5/29/2019	Cover Memo

BOARD/COMMISSION/COMMITTEE APPOINTMENT

(This form needs to accompany the transmittal submitted to the Board of Supervisors)

(PLEASE PRINT)

BOARD/COMMISSION: **Workforce Development Board (WDB)**

CONTACT PERSON: **Enrique Arreola**

NAME OF APPOINTEE:
Tracey Belton
1111 San Felipe Road, Suite 206
Hollister, CA 95023

PHONE: **8316305146** E-Mail: **tbelton@cosb.us**

DATE APPOINTMENT EFFECTIVE: **5/14/2019**

TERM ENDING: **5/14/2022**

MANDATED PARTNER for the: **Public Sector**

PREVIOUS APPOINTMENTS: **New** Appointment to the WDB

REQUIREMENTS:

If this is a new appointment, a copy of the letter of resignation from the replaced individual is to be attached to this form.

Return completed form along with transmittal to: San Benito County
Attention: Clerk of the Board
481 Fourth Street
Hollister, CA 95023

AGENDA ITEM TRANSMITTAL		Agenda Time Estimates: Minutes or <input checked="" type="checkbox"/> Consent	Leave Blank:	Date/Time Rec'd:
TO: Board of Supervisors FROM: Tracey Belton HSA Interim Director		CONTACT FOR INFORMATION: Name: Enrique Arreola Phone No: (831)637-9293		NUMBER OF CERTIFIED COPIES REQUIRED: 1
MEETING DATE: 6/11/2019	(1) SUBJECT: Health & Human Services Agency: T. Belton-Approve New APPOINTMENT TO THE WORKFORCE DEVELOPMENT BOARD (WDB) three-year term effective 5/14/2019 through 5/14/2022			
(2) BACKGROUND INFORMATION (If not summarized within this space provide a staff report instead, noting attachment): The Workforce Development Board requests the appointment of Ms. Tracey Belton, as a Public representative, a required board position pursuant to the Workforce Innovation & Opportunity Act Federal Register, Membership of the Local Board, Section 107. The WDB approved Ms. Belton's appointment at their 5/14/2019 meeting. These board positions are volunteer positions. The representatives from the various required agencies/businesses are not paid by CSWD or the various program/funding sources of the agency. The only time any reimbursement is provided is when/if it is required that a board member attend a Workforce Innovation & Opportunity Act workshop/training/seminar, etc.				
OTHER AGENCY INVOLVEMENT: There are no other agencies involved in this request.				
(4) SUPPORTIVE DOCUMENTS RELATIVE TO THIS ITEM: <input type="checkbox"/> Contract <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Other:		(5) PREVIOUS RELEVANT BOARD ACTIONS ON THIS SPECIFIC ITEM: The BOS periodically approves WDB members		
(6) FUNDING SOURCE(S):	(7) CURRENT YEAR COST: \$ 0.00	(8) ANNUAL OR PROJECT COST: \$ 0.00	(9) BUDGETED: YES <input type="checkbox"/> NO <input type="checkbox"/>	
(10) WILL PROPOSAL REQUIRE ADDITIONAL PERSONNEL? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If YES, STATE NUMBER: Permanent _____ Limited Term _____				
(11) RECOMMENDED ACTION(S): It is recommended that the Board of Supervisors: New Appointment of Ms. Tracey Belton to represent the Private Sector, a mandated board position, for a three year term, effective 5/14/2019 through 5/14/2022.				
SIGNATURE OF AGENCY OR DEPARTMENT AUTHORIZED REPRESENTATIVE		DATE		

CLERK'S USE ONLY

- | | | | |
|---|------------------------------------|---|---|
| <input type="checkbox"/> APPROVED | <input type="checkbox"/> DENIED | <input type="checkbox"/> ADOPTED | <input type="checkbox"/> CONTINUED TO _____ |
| <input type="checkbox"/> ACKNOWLEDGED | <input type="checkbox"/> ACCEPTED | <input type="checkbox"/> RESOLUTION NO. _____ | OTHER _____ |
| <input type="checkbox"/> SET PUBLIC HEARING | <input type="checkbox"/> APPOINTED | <input type="checkbox"/> ORDINANCE NO. _____ | NO ACTION TAKEN _____ |

BY: _____ Deputy Clerk of the Board	
DATE: _____	

COPY ROUTING: ORIGINATING DEPT. - AUDITOR - COUNTY COUNSEL

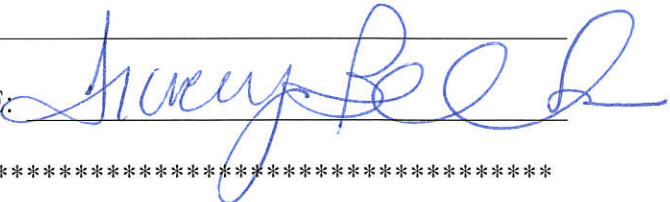
**San Benito County
Board and Commissions**

MEMBERSHIP APPLICATION

I hereby express an interest in being nominated for membership on the following committee:
(PLEASE PRINT)

BOARD/COMMISSION: **WORKFORCE DEVELOPMENT BOARD (WDB)**

NAME: Tracey Belton
PHONE: 831 630 5146 EMAIL: tbelton@cosb.us
HOME ADDRESS: 1111 San Felipe Rd Suite 206
CITY: Hollister ZIP: 95023
LENGTH OF RESIDENCY: 35 yrs.
SUPERVISOR DISTRICT: _____
OCCUPATION: Interim Director
EDUCATION: Bach.
AFFILIATIONS: _____
REASON(S) FOR SEEKING APPOINTMENT: current interim
director of H+HSA

DATE: 2/28/19 SIGNATURE: 

Return completed form to

San Benito County
Attention: Janet Slibsager, Clerk
of the Board
481 Fourth Street
Hollister, CA 95023
Any Questions, Please Call:
(831) 636-4000

Community Services & Workforce Development
Enrique Arreola, Deputy Director
1111 San Felipe Road, Suite 108
Hollister, CA 95023
-Or- (831) 637-9293 L (831) 637-0996 FAX



**SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM**

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 21.

MEETING DATE: 6/11/2019

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: Tracey Belton, Interim Director

AGENDA ITEM PREPARER: Cynthia Larca

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - T. BELTON, INTERIM

Adopt Resolution Accepting The 2019 Community Services Block Grant (CSBG) Discretionary contract #19F-4436 in the amount of \$30,000 And Authorizing The Board Chair to Approve And Execute The Grant Agreement (Contract #19F-4436), Authorize the Department Director or designee to sign any Amendments And Other Documents Related To The Grant, For And On Behalf Of The County Of San Benito; and approve the Budget Adjustment form in the amount of \$30,000.00. (4/5 vote)

SBC FILE NUMBER: 130

RESOLUTION NO: 2019-51

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Health and Human Services Agency - Community Services and Workforce Development Division (HHSA) has received a Community Services Block Grant (CSBG) in the amount of \$30,000 to be used at the discretion of the Community Action Board (CAB) for the benefit of low-income community members. Discretionary funding is allocated to all Community Action Agencies at a

specific amount and varies from year to year. Last year's allocation was in the amount of \$35,000. In prior years, Discretionary funding was competitively procured by the State. For the last few years, equal awards have been made to all Community Action Agencies. Last year, the CAB allocated the \$35,000 award to benefit several activities including youth enrichment scholarships, emergency hotel vouchers, supplies and to offset costs for the 2019 Homeless Point-in-Time Census.

The Budget Adjustment form funds expenditure lines appropriate to funding decision of the CAB.

BUDGETED:

No

SBC BUDGET LINE ITEM NUMBER:

240.80.2555.2755

CURRENT FY COST:

30,000

STAFF RECOMMENDATION:

1. Adopt Resolution, Accepting The 2019 Community Services Block Grant (CSBG) Discretionary contract #19F-4436 in the amount of \$30,000 And Authorizing The Board Chair to Approve And Execute The Grant Agreement (Contract #19F-4436),
2. And Authorize the Department Director or designee to sign any Amendments And Other Documents Related To The Grant, For And On Behalf Of The County Of San Benito; and
3. Approve the Budget Adjustment in the amount of \$30,000.00. (4/5 vote)

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	5/1/2019	Resolution
Agreement No. 19F-4436	5/30/2019	Contract
Budget Adjustment	5/29/2019	Budget Amendment

RESOLUTION NO. _____

**A RESOLUTION OF THE SAN BENITO COUNTY BOARD OF SUPERVISORS,
ACCEPTING THE 2019 COMMUNITY SERVICES BLOCK DISCRETIONARY GRANT #19F-4436,
APPROVING THE GRANT AGREEMENT (2019 CSBG CONTRACT #19F-4436 AND DELEGATING
AUTHORITY TO THE DIRECTOR OR DEPUTY DIRECTOR OF THE SAN BENITO COUNTY
HEALTH AND HUMAN SERVICES AGENCY REGARDING GRANT ADMINISTRATION, FOR AND
ON BEHALF OF THE COUNTY OF SAN BENITO**

WHEREAS, the State of California Department of Community Services & Development (CSD) has made Community Services Block Grant (CSBG) Discretionary funds available to the County of San Benito for 2019; and

WHEREAS, CSD has offered CSBG grant #19F-4436 to the San Benito County Health and Human Services Agency, Department of Community Services & Workforce Development; and

WHEREAS, the San Benito County Board of Supervisors has determined that there is a need for anti-poverty programs and is willing to accept the aforementioned grant; and

WHEREAS, the Department of Community Services & Workforce Development certifies that all uses of funds will be in compliance with CSD regulations, guidelines, and grant provisions; and

WHEREAS, the Director of the San Benito County Health and Human Services Agency or designee may act for and on behalf of the County of San Benito County regarding the acceptance and administration of the 2019 CSBG Discretionary grant.

NOW, THEREFORE, BE IT RESOLVED, THAT the Board of Supervisors of the County of San Benito hereby accepts the 2019 CSBG Discretionary grant, approves the grant agreement (2019 CSBG Discretionary Contract #19F-4436) with the State of California Department of Community Services & Development, and authorizes the HHSA Director or designee to take all actions necessary to administer the grant, including entering into and signing the grant agreement, any amendments to the grant agreement, and other documents related to the grant, and to perform any and all responsibilities in relationship to such grant, for and on behalf of the County of San Benito.


PASSED AND ADOPTED by the Board of Supervisors of the County of San Benito, State of California, at the meeting of said Board on this _____ day of May 2019, by the following vote:

AYES: SUPERVISORS:
NOES: SUPERVISORS:
ABSENT: SUPERVISORS:
ABSTAIN: SUPERVISORS:

By: _____
Mark Medina, Chair
San Benito County Board of Supervisors

ATTEST:
Janet Slibsager, Clerk of the Board

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

By: _____
By:  _____ 5-1-2019
Irma Valencia, Deputy County Counsel

STANDARD AGREEMENT STD. 213 (Rev 10/2018) CSD (Rev 10/2018)	AGREEMENT NUMBER 19F-4436	PURCHASING AUTHORITY NUMBER (if applicable)
---	-------------------------------------	---


1. This Agreement is entered into between the Contracting Agency and the Contractor named below
 CONTRACTING AGENCY NAME
Department of Community Services and Development
 CONTRACTOR NAME
San Benito Co. Health & Human Svcs Agency, Comm Svcs & Workforce Development

2. The term of this Agreement is: June 1, 2019 through May 31, 2020

3. The maximum amount of this Agreement is: Total \$30,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

- Part I
 - Preamble
 - Article 1 - Scope of Work
 - Article 2 - Contract Construction, Administration, Procedure
- Part II*
 - Subpart A - Administrative Requirements*
 - Subpart B - Financial Requirements*
 - Subpart C - Programmatic Requirements*
 - Subpart D - Compliance Requirements*
 - Subpart E - Certifications and Assurances*
 - Subpart F - State Contracting Requirements GTC 04/2017*
 - Subpart G - Definitions*
 - Subpart H - Table of Forms and Attachments*

APPROVED AS TO LEGAL FORM
 SAN BENITO COUNTY COUNSEL

 5-1-2019
 DEPUTY COUNTY COUNSEL DATE

Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at <https://providers.csd.ca.gov/>.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO

CONTRACTOR				California Department of General Services Approval (or exemption, if applicable)	
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.) San Benito Co. Health & Human Svcs Agency, Comm Svcs & Workforce Development					
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP 1111 San Felipe Road Ste., 108, Hollister, CA 95023					
PRINTED NAME OF PERSON SIGNING Mark Medina			TITLE Chair SBC Board of Supervisors		
CONTRACTOR AUTHORIZED SIGNATURE			DATE SIGNED		
STATE OF CALIFORNIA					
CONTRACTING AGENCY NAME Department of Community Services and Development					
CONTRACTING AGENCY ADDRESS 2389 Gateway Oaks Drive, Suite 100		CITY Sacramento	STATE CA	ZIP 95833	
PRINTED NAME OF PERSON SIGNING Brian Dougherty		TITLE Deputy Director, Administrative Services			
CONTRACTING AGENCY AUTHORIZED SIGNATURE			DATE SIGNED		

"I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval."

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

TABLE OF CONTENTS

PART I..... 1
PREAMBLE..... 1
ARTICLE 1 – SCOPE OF WORK..... 1
1.1 General 1
1.2 Term and Amount of Agreement..... 1
1.3 Service Area 2
1.4 Legal Authorities – Program Requirements, Standards and Guidance..... 2
ARTICLE 2 – Contract Construction, Administration, Procedure 5
2.1 Base Contract and Whole Agreement..... 5
2.2 State Contracting Requirements – “General Terms and Conditions, GTC 04/2017” 7
2.3 Contractor’s Option of Termination 7
2.4 Budget Contingencies..... 7
2.5 Miscellaneous Provisions 8
PART II10
Subpart A – Administrative Requirements10
ARTICLE 3 – AGREEMENT CHANGES10
3.1 Amendment10
3.2 Minor Modification10
ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES11
4.1 Board Resolution.....11
4.2 Internal Control Certification11
4.3 Record Retention Requirements12
4.4 Insurance Requirements12
4.5 Specific Insurance Requirements13
4.6 System Security Requirements.....15
4.7 Travel and Per Diem.....17
4.8 Codes of Conduct17
4.9 Conflict of Interest.....18
4.10 Fraud, Waste and Abuse.....18
4.11 Procurement Standards.....18
4.12 Use and Disposition of Vehicles and Equipment20
4.13 Subcontracts21
Subpart B – Financial Requirements24
ARTICLE 5 – PROGRAM BUDGET REQUIREMENTS AND PAYMENTS24

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

5.1 Budget24

5.2 Advance Payments25

5.3 Payments26

ARTICLE 6 – FINANCIAL REPORTING.....28

6.1 Bimonthly Fiscal Reports28

6.2 Fiscal Close-Out Report28

6.3 Transparency Act Reporting.....29

Subpart C – Programmatic Requirements30

ARTICLE 7 – CSBG Terms, Conditions, Programmatic Provisions and Reporting.....30

7.1 Fair Hearing for Denial of Client benefits by Contractor30

7.2 Workplan and Final Report Submission.....30

Subpart D – Compliance Requirements31

ARTICLE 8 – COMPLIANCE POLICIES AND PROCEDURES.....31

8.1 Right to Monitor, Audit and Investigate.....31

8.2 Compliance Monitoring.....31

8.3 Auditing Standards and Reports33

8.4 Enforcement Actions Resulting from Noncompliance with this Agreement.....35

Subpart E – Certifications and Assurances42

ARTICLE 9 – FEDERAL AND STATE POLICY PROVISIONS42

9.1 Certifications42

9.2 Federal Certification Regarding Debarment, Suspension and Related Matters.....42

9.3 Affirmative Action Compliance43

9.4 Nondiscrimination Compliance.....44

9.5 Specific Assurances.....44

9.6 Commercial and Government Entity (CAGE) Identification Code and Data Universal Numbering System (DUNS) Requirements.....45

Subpart F – State Contracting Requirements46

ARTICLE 10 – GENERAL TERMS AND CONDITIONS - GTC 04/201746

10.1 APPROVAL.....46

10.2 AMENDMENT46

10.3 ASSIGNMENT46

10.5 INDEMNIFICATION46

10.6 DISPUTES46

10.7 TERMINATION FOR CAUSE.....46

10.8 INDEPENDENT CONTRACTOR47

10.9 RECYCLING CERTIFICATION47

10.10 NON-DISCRIMINATION CLAUSE47

10.11 CERTIFICATION CLAUSES47

10.12 TIMELINESS: Time is of the essence in this Agreement.....48

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

10.13 COMPENSATION.....48
10.14 GOVERNING LAW.....48
10.15 ANTITRUST CLAIMS.....48
10.16 CHILD SUPPORT COMPLIANCE ACT.....48
10.17 UNENFORCEABLE PROVISION49
10.18 PRIORITY HIRING CONSIDERATIONS49
10.19 SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING
REQUIREMENTS:49
10.20 LOSS LEADER49
Subpart G – Definitions.....51
Subpart H – Table of Forms and Attachments54

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

PART I

PREAMBLE

This subvention agreement, for the funding of Community Service Block Grant (CSBG) programs in 2019 (“Agreement”), is entered into between the Department of Community Services and Development (“CSD”) and the contractor named on Form STD 213, the face sheet of this document (“Contractor”), and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, the CSD and Contractor hereby agree as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 General

- A. The purpose of the contract is to provide discretionary funds to support activities in agency capacity, and expanding or enhancing program services. Details of the activities will be described in the Discretionary Funding Project Summary form and Work Plan/Final Report CSD 626 (Rev. 3/2019).

Contractor shall administer and/or operate community-based programs designed to reduce poverty, revitalize low-income communities, and empower low-income families and individuals within Contractor’s service area (described in Section 1.3) to achieve greater self-sufficiency, pursuant to Title 42 of the United States Code (USC) Section 9901 et seq. (the Community Services Block Grant Act, as amended) and Government Code Section 12085 et seq., as amended.

- B. The CSBG Catalog of Federal Domestic Assistance number is 93.569. The award is made available through the United States Department of Health and Human Services.

1.2 Term and Amount of Agreement

- A. The term of this Agreement shall be as specified on the contract face sheet (STD. 213).
- B. The Maximum Amount of this Agreement shall be as specified on the face sheet and is subject to adjustment(s), in accordance with the following terms:
 - 1. The initial amount shall be based on the prior year’s grant award of the federal Community Services Block Grant for federal fiscal year (FFY) 2019, awarded to the State pursuant to one or more continuing resolutions passed by the Congress prior to the execution of this Agreement.

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

2. Upon notification of the full federal fiscal year grant award amount from the U.S. Department of Health and Human Services (HHS), CSD shall, if necessary, issue an amendment to this agreement to increase or decrease the Maximum Amount.

1.3 Service Area

The services shall be performed in the following service area:

See Part II, Subpart H. The 2019 CSBG Numbers, Contractors, and Service Territories listing may be accessed on the Provider Website.

1.4 Legal Authorities – Program Requirements, Standards and Guidance

- A. All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, the following:
 1. The Community Services Block Grant Act, as amended, 42 U.S.C. §9901 et seq., and 45 Code of Federal Regulations (CFR) Part 96;
 2. The California Community Services Block Grant Program, Government Code §12085 et seq., as amended, and Title 22, California Code of Regulations (CCR) §§100601-100795;
 3. The Single Audit Act, 31 U.S.C. §7301 et seq., and Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 CFR Part 75.
- B. *Conflict of laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, with respect to procurement requirements, administrative expenses, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §12085 et seq. or 22 CCR §100601 et seq., or any provision of this Agreement, then that law or regulation or provision shall apply, unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR 96.30, allows for the application of state law.
 1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR 75);

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

2. Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 307 (CC-307);
- C. CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's eligibility to receive CSBG funds, PROVIDED:
1. That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" or "CSD Program Advisory (CPA) No. XX-XX" is available on the Provider Website.
 2. That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
 3. That such guidance shall be reasonably necessary to realize the intent and purposes of the CSBG Act;
 4. That major and material changes in program requirements which substantially affect the Contractor's and/or CSD's ability to fulfill contractual obligations, or which otherwise create a substantial hardship on either the Contractor or CSD, shall be subject to an amendment to this Agreement;
 5. That the parties' failure or inability to execute a mutually acceptable amendment, under circumstances described in the preceding subparagraph 1.4 C. 4, within a period of time allowing the parties to reasonably comply with any major change(s) in CSBG requirements, shall result in this Agreement being without force and effect, subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law;
 6. That Contractor is duly informed of the risk of de-designation as an eligible entity, based on CSD's obligation to avoid/minimize interruption of CSBG-funded services in any part of the state, in the event that this Agreement terminates due to failure to agree to any necessary amendment; and,
 7. That upon CSD's or Contractor's good faith determination, delivered to the other party by written notice, that agreement to any necessary amendment as contemplated in subparagraph 1.4 C. 4. above cannot be achieved, then this contract shall be terminated, and any issues of eligible entity status addressed, in accordance with requirements of federal and state law and established CSD policy and procedure.

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

- D. The federal and state laws, regulations and other authorities referenced in the present paragraph 1.4 are hereby incorporated by reference into this Agreement. Copies may be accessed for reference at www.csd.ca.gov.

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

2.1 Base Contract and Whole Agreement

- A. This Agreement consists of two parts, which together constitute the whole agreement between CSD and Contractor.
- B. Part I is the “Base Contract” which consists of the following:
 - 1. The face sheet (Form STD 213) which specifies:
 - a. the parties to the Agreement;
 - b. the term of the Agreement;
 - c. the maximum dollar amount of the Agreement; and
 - d. the authorized signatures and dates of execution.
 - 2. The Preamble, Article 1 and Article 2
- C. Part II consists of the “Administrative and Programmatic Provisions” which are comprised of Subparts A through H, including specified requirements, obligations, provisions, procedures, guidance, forms and technical materials necessary for program implementation.
- D. Contract Elements Integral to Agreement and Enforceability Conditions
 - 1. Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with a signed copy of this Agreement before CSD executes and returns the Agreement to Contractor for implementation:
 - a. Federal Funding Accountability and Transparency Act Report (CSD 279)
 - b. Certification Regarding Lobbying/Disclosure of Lobbying Activities
 - c. Contractor Certification Clause (CCC 04/2017)
 - d. Current Insurance or Self-Insurance Authority Certification
 - e. Board Resolution authorizing execution of this Agreement
 - 2. In addition to the documentation requirements set forth in subparagraph 1, CSD’s obligations under this Agreement are expressly contingent upon Contractor providing the supplemental documentation set forth below, and available on the Provider Website. The documentation shall be subject to CSD’s approval, in form and substance.

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

- a. 627 Budget Series Forms
 - i. CSD 627.S CSBG Contract Budget Summary
 - ii. CSD 627A CSBG Budget Support Personnel Costs
 - iii. CSD 627B CSBG Budget Support Non-Personnel Costs
 - iv. CSD 627C CSBG Budget Narrative Form
- b. CSBG Discretionary Work Plan/Final Report CSD 626 (Rev. 3/2019)
- c. Certification regarding Lobbying/Disclosure of Lobbying Activities
3. *Board Resolution.* Contractor must submit a governing board resolution as specified in Article 4.1 A and B below, identifying the individual(s) authorized to execute the 2019 CSBG Discretionary Contract and any amendments.
4. Part II, Administrative and Programmatic Provisions (and Table of Forms and Attachments) is hereby incorporated by reference into this Agreement, is an essential part of the whole Agreement, and is fully binding on the parties.
5. CSD shall maintain a certified date-stamped hardcopy of Part II for inspection by Contractor during normal business hours, as well as a date-stamped, PDF version of Part II on the Provider Website, which may be accessed by Contractor, downloaded and printed at Contractor's option.
6. Neither Part I nor Part II of this Agreement may be changed or altered by any party, except by a formal written, fully executed amendment, or as provided in Article 1.4 C with respect to program guidance, or as provided in Part II, Subpart A, Article 3 – Agreement Changes. Upon such amendment of any provision of Part II, the amended PDF version shall be date-stamped and posted to the Provider Website until such time as a subsequent Agreement or amendment is executed by the parties.
7. Contractors that are public or governmental entities with local provisions requiring receipt of a hardcopy of all parts of this Agreement as a prerequisite to execution, as well as other contractors that make special arrangements with CSD, may receive hardcopies of Parts I and II for execution and retention.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

2.2 State Contracting Requirements – “General Terms and Conditions, GTC 04/2017”

In accordance with State contracting requirements, specified contracting terms and may be found in Part II, Subpart F of this Agreement and are fully binding on the parties in accordance with state law.

2.3 Contractor’s Option of Termination

A. Contractor may, at Contractor’s sole option, elect to terminate this contract in lieu of adherence to the procedures set out in subparagraph 1.4 C, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise adverse to Contractor’s legitimate business interests and ability to implement the contract in an effective and reasonable manner, PROVIDED:

1. Such notice of termination is in writing and will be effective upon receipt by CSD, delivered by U.S. Certified Mail, Return Receipt Requested.
2. Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.

B. Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.

C. Contractor shall, within 60 days of termination, closeout the contract in accordance with contractual closeout procedures.

D. By executing this Agreement, Contractor acknowledges and understands that voluntary termination prior to the end of the Agreement term may result in Contractor’s permanent or temporary de-designation as an eligible entity, due to CSD’s obligation to seek replacement CSBG provider(s) in accordance with state and federal CSBG requirements.

2.4 Budget Contingencies

A. State Budget Contingency

1. It is mutually agreed that if funds are not appropriated for implementation of CSBG programs through the state budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this Agreement shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Agreement shall be terminated and the State shall have no obligation to pay Contractor or to furnish other consideration under this Agreement and Contractor shall not be obligated for performance.

2. If CSBG funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

B. Federal Budget Contingency

1. The parties agree that because of uncertainty in the federal budget process, this Agreement may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The parties further agree that the obligations of the parties under this Agreement are expressly contingent on adequate funding being made available to the state by the United States Government.
2. If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.
3. If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not existent when this Agreement was executed, this Agreement shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach agreement on such amendment shall render this Agreement without force and effect.

2.5 Miscellaneous Provisions

- A. Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

implementation and oversight may be transferred by the State to another State agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.

- B. Merger/Entire Agreement. This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.
- C. Severability. If any provision of this Agreement be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.
- D. Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

- 1. To Contractor's address of record; and
- 2. To CSD at:

Department of Community Services and Development
Field Operations Services
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 22.

MEETING DATE: 6/11/2019

DEPARTMENT: HUMAN RESOURCES

DEPT HEAD/DIRECTOR: Edgar Nolasco

AGENDA ITEM PREPARER: Elvia Barocio

SBC DEPT FILE NUMBER: 630

SUBJECT:

HUMAN RESOURCES - E. NOLASCO

Adopt Resolution, approving side letter with Service Employees International Union, Local 521 (SEIU) modifying Section 8.4 Bilingual Pay of the SEIU MOU; and authorize the County Administrator or his/her designee to make any technical edits as later identified.

SBC FILE NUMBER: 630

RESOLUTION NO: 2019-52

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The County and the Service Employees International Union, Local 521 have met and conferred Per Article 8.43 of the MOU, concerning the terms and conditions of the Side Letter Agreement and jointly agreed to implement the the changes made Section 8.4 Bilingual Pay of the SEIU MOU.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

1. Adopt Resolution, approving the side letter between the County of San Benito and the Service Employees International Union, Local 521 (SEIU).
2. Authorize the County Administrator or his/her designee to make any technical edits as later identified.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Resolution	6/5/2019	Cover Memo
Side Letter SEIU Bilingual	6/5/2019	Cover Memo

RESOLUTION NO. 2019 - _____
A RESOLUTION OF THE SAN BENITO COUNTY BOARD OF SUPERVISORS
APPROVING A SIDE LETTER BETWEEN THE COUNTY OF SAN BENITO AND THE
SERVICE EMPLOYEES INTERNATIONAL UNION 521 (SEIU),

WHEREAS, the SERVICE EMPLOYEES INTERNATIONAL UNION 521 (SEIU) is a recognized bargaining unit within San Benito County; and,

WHEREAS, the County and the bargaining units are required under the Meyers-Milias-Brown Act to meet and confer in good faith regarding wages, hours and others terms and conditions of employment; and

WHEREAS, the County and SEIU, having met and conferred in good faith, have reached an agreement on a side letter for the bargaining unit, thus modifying the existing MOU between the parties to revise Section 8.4 Bilingual Pay of the MOU.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the San Benito County Board of Supervisors hereby enacts the following:

- 1) Adopt a Resolution approving the side letter between the County of San Benito and SEIU.
- 2) Authorize the County Administrator Officer, or his/her designee, to make any technical edits as later identified.

PASSED AND ADOPTED by the Board of Supervisors of the County of San Benito, State of California, at the meeting of said Board on this 11th day of June 2019 by the following vote:

AYES:

NOES:

ABSENT:

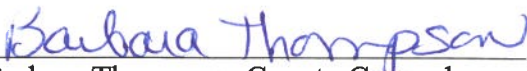
ABSTAIN:

By _____
Mark Medina
Chair, Board of Supervisors

ATTEST:
Janet Slibsager
Clerk of the Board

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

By:


Barbara Thompson, County Counsel

**Side Letter Agreement
Between the
County of San Benito and
The Service Employees International Union Local 521**

This Side Letter of Agreement is entered into agreement between the County of San Benito ("County") and the Service Employees International Union Local 521 ("Union") as an amendment to the Memorandum of Understanding ("MOU") effective October 1, 2017 through September 30, 2019. It is understood and agreed that the specific provisions contained in this Side Letter shall supersede any previous agreements regarding the matters contained herein. Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by the Union in the MOU shall remain in full force and effect.

Per Article 8.4.3 of the MOU, the County and the Union have met and conferred concerning the terms and conditions of this Side Letter Agreement and its implementation and agree to the following:

Article 8.4 and its subsections of the MOU shall be replaced with the following:

8.4 BILINGUAL PAY:

8.4.1 Eligible employees will receive bilingual pay on the first day of the pay period following assignment of bilingual pay or on the date-of-hire if the employee is certified for bilingual pay at the time of hire. ~~Eligible employees shall continue to be paid at the Fifty Dollar (\$50.00) per month rate.~~ Management shall not direct an employee to translate with a member of the public, if the employee is not bilingual certified and/or on an eligible list. This in no way limits an employees' ability to attempt to provide quality service to bilingual clients.

8.4.2 ~~Individuals who can pass the bilingual competency test and who use bilingual skills 33% of the time or more shall be eligible for pay.~~ The County may, in its discretion, limit the number of individuals receiving bilingual pay to specified numbers within each department. Should the County limit the number of individuals to receive bilingual pay, the individuals who routinely and consistently use the bilingual communication skills 33% or more of the time and who take and pass the proficiency test shall receive the compensation.

8.4.3 Level I – Oral Translation

Individuals who successfully pass the oral bilingual competency test and who routinely and consistently use bilingual oral communication skills shall receive a bilingual premium of eighty dollars (\$80.00) per month.

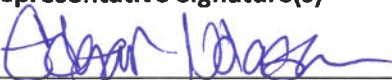
8.4.4 Level II – Oral and Written Translation

Individuals who successfully pass the oral and written bilingual competency test and who routinely and consistently use bilingual oral and written communication skills shall receive a bilingual premium of one hundred and twenty-five dollars (\$125.00) per month.


~~8.4.3 The union and County agree to reconvene a joint management/labor-bilingual committee (two members to be selected by the Union and two members to be appointed by the County). The Committee will review, discuss and make recommendations for a tiered compensation program for bilingual County employees. These meetings will commence no later than April 1, 2018. All final decisions pertaining to the committee's recommendations shall be reviewed by the County Administrative Officer prior to Board of Supervisors approval.~~

County of San Benito

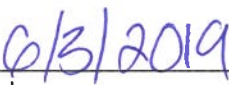
Representative Signature(s)



Edgar Nolasco, County Negotiator



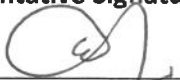
County Negotiator




Dated

SEIU Local 521

Representative Signature(s)




Amarilis Gutierrez, SEIU Local 521




Suzy Caston, SEIU 521 Negotiating Team



Thai Lam, SEIU 521 Negotiating Team



Laura Naccarato, SEIU 521 Negotiating Team

Regina Valentine, SEIU 521 Negotiating Team


Dated



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 23.

MEETING DATE: 6/11/2019

DEPARTMENT: HUMAN RESOURCES

DEPT HEAD/DIRECTOR: Edgar Nolasco

AGENDA ITEM PREPARER: Elvia Barocio

SBC DEPT FILE NUMBER: 630

SUBJECT:

HUMAN RESOURCES - E. NOLASCO

Approve revised class specification for Assistant Planner, Engineer II, and Sheriff's Director of Administrative Services. Approve new classification specification and salary range for Epidemiologist and Juvenile Hall Supervisor. Amend the County's class title and pay plan to reflect the new Class Specifications.

SBC FILE NUMBER: 630

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Modifications to the Class Specifications Minimum Qualifications for Assistant Planner and Engineer II are needed in order to attract and hire more qualified candidates.

The modification to the Class Specification Sheriff's Director of Administrative Services is removing what ties the Class Specification directly to the Sheriff's department and will allow other departments in need of a similar position to utilize the class specification. This will not effect anyone that currently holds this position.

The Probation Department would like to create a supervisory position to focus on the implementation of the policies and procedures related to the new Title IV program changes.

The attached Juvenile Hall Supervisor job description and salary are included in this request and report.

The addition of the Class Specification Epidemiologist is a critical position in Public Health.

The attached Epidemiologist job description and salary are included in this request and report.

SEIU, IA, and MEG have no opposition to the proposed changes.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:


1. Approve modified Class Specification for Assistant Planner and Engineer II.
2. Approve modified Sheriff's Director of Administrative Services to Director of Administrative Services.
3. Approve the Class Specification for Epidemiologist.
4. Approve the Class Specification for Juvenile Hall Supervisor.
5. Amend the County's Class Title and Pay Plan to reflect the salary for the Epidemiologist and Juvenile Hall Supervisor.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Salary Range	6/3/2019	Other
Juvenile Hall Supervisor	6/3/2019	Other
Assistant Planner	6/3/2019	Other
Director of Administrative Services	6/3/2019	Other
Engineer II	6/3/2019	Other
Epidemiologist	6/3/2019	Other

Title	A	B	C	D	E	F	G
Epidemiologist	\$ 35.79	\$ 37.58	\$ 39.45	\$ 41.43	\$ 43.51	\$ 45.68	\$ 47.97
Juvenile Hall Supervisor	\$ 26.29	\$ 27.60	\$ 29.00	\$ 30.46	\$ 31.99	\$ 33.58	\$ 35.25

	<h1 style="text-align: center;">Juvenile Hall Supervisor</h1> <p style="text-align: center;">Bargaining Unit: <u>Institutions AssociationA</u></p>	<p style="text-align: center;">Class Code: IA</p>
<p>COUNTY OF SAN BENITO Revision Date: 2019</p>		

DEFINITION:

Under general supervision, to serve as shift supervisor, providing staff supervision, training, and coordination for activities and functions during an assigned shift at the County Juvenile Hall; to assist the Juvenile Hall Superintendent with management and planning of Juvenile Hall operations; to supervise the custody, rehabilitation, health care, safety, security, and daily living activities of juvenile wards in the County Juvenile Hall; to counsel wards and monitor progress in meeting counseling objectives; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the supervisory level in the Juvenile Institution Officer class series. Incumbents have shift supervisor responsibilities, supervising and coordinating the activities of the Juvenile Institution Officers. Incumbents may also perform Juvenile Institution Officer's assignments on a work shift.

REPORTS TO

Chief Probation Officer and the Assistant Chief Probation Officer

CLASSIFICATIONS SUPERVISED

Juvenile Institution Officer I, II, III.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; sufficient manual dexterity and eye-hand coordination; ability to climb, stoop, crouch and kneel; lift and move objects weighing up to 50 lbs. without assistance; reach and lift objects above shoulders; physical ability to sustain extra physical effort for a substantial period of time and restrain detainees; corrected hearing and vision to normal range; verbal communication; use of office equipment, including computer, telephone, calculator, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office and outdoor environments; work is performed in varying temperatures; exposure to blood borne pathogens; continuous contact with other staff and the public.

EXAMPLES OF DUTIES:

The following is used as a partial description and is not restrictive as to duties required.

Serves as shift supervisor, overseeing, coordinating, and supervising the work and activities of Juvenile Institution Officers during an assigned shift; provides staff training; provides staff consultation and resolves problems during an assigned shift; has general responsibility for the operation of the Juvenile Hall during the absence of the Assistant Chief Probation Officer; evaluates and discusses performance of assigned staff; advises and participates in the development and implementation of ward rehabilitation and treatment programs; plans, organizes, and supervises a program of work, study, and recreation for delinquent or emotionally disturbed wards; monitors daily activities of juvenile wards; supervises and instructs juveniles in work and leisure activities, including housekeeping chores and personal hygiene; conducts individual and group counseling sessions, developing goals and objectives to modify ward's behavior; monitors effectiveness and consistency of the behavior modification efforts; maintains and prepares records and reports; discusses juvenile cases with probation staff; monitors and assesses the effectiveness of the medication dispensing system; monitors and assesses the cost-effectiveness of daily diet and nutritional plans; may be required to perform emergency medical care; assists with general staff development of Juvenile Hall employees; discusses shift activities and exchanges relevant information with other staff; may be delegated special projects or assignments as needed; may be required to perform the full scope of Juvenile Institution Officer's assignments as needed. Under the direction of the Assistant Chief and the Chief Probation Officer coordinates and facilitates annual inspection at the Juvenile Hall. Responsible to ensure the schedule is appropriately managed, fields grievances, reviews and signs off on Special Incident Reports. Oversees and reviews the programs in the Juvenile Hall; assists in the development of policies and procedures to govern the operations of the Juvenile Hall. Keep statistical data to report out to the Board of State and Community Corrections. Train staff on California Commercially Exploited Children (CSEC).

TYPICAL QUALIFICATIONS- TRAINING & EXPERIENCE:

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Two years of experience supervising or counseling youth comparable to a Juvenile Institution Officer II in San Benito County.

Completion of advanced level course work in sociology, psychology, behavior sciences, or a closely related field is highly desirable.

KNOWLEDGE OF/ABILITY TO:

Knowledge of:

Functions, policies, and procedures of the County Juvenile Hall and Board of State and Community Corrections.

Principles of supervision, training, and employee evaluation.
Psychodynamics and physical manifestations of chemical dependency.
Program planning and monitoring techniques.
Behavior problems of juveniles.
Care and custody of juvenile wards.
Individual and group counseling techniques.
Behavior modification techniques.
First Aid and emergency medical practices and procedures.

Trauma Informed Care.
Changes to Title 15 and 24.

Ability to:

Represent the Juvenile Hall in public venues.

Attend the California Association of Probation Institution Administrators.

Supervise, assign and evaluate the work of Juvenile Institutions Officers.

Apply the methods, procedures, and practices used in the care, custody, and detention of juvenile.

Effectively communicate both orally and in writing.

Counsel, discipline, and control the actions of juvenile wards.

Recognize health and behavioral problems in juveniles.

Effectively respond to emergency or critical situations.

Deal tactfully and courteously with people from a variety of cultural and ethnic backgrounds

Exercise good judgment in handling potentially volatile situations.

Effectively represent the Juvenile Hall in contacts with the public, other County staff, and other law enforcement agencies.

Establish and maintain cooperative working relationships.

SPECIAL REQUIREMENTS:

Possession of, or ability to obtain, an appropriate valid California Driver's License.

Completion of P. C. 832 Training.

Completion of STC Supervisor Core Course.

Possession of or ability to obtain valid First Aid and CPR certificates.

ASSISTANT PLANNER

DEFINITION

Under general direction, to perform professional planning assignments in the County planning Department; to assist with and perform planning studies, environmental reviews, community design, and general plan preparation; to assist with planning policy formulation and implementation; to perform zoning enforcement; to explain Planning ordinances, regulations, and policies to the public; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the first experienced working level in the professional Planner class series. Incumbents are expected to perform a broad range of planning and zoning enforcement assignments. This class is distinguished from Associate Planner in that Associate Planners are expected to perform more complex, specialized planning work requiring more in-depth knowledge of County planning policies.

REPORTS TO

Director of Planning and Building or Assistant Director of Planning and Building.

CLASSIFICATIONS SUPERVISED

This is not a supervisory classification.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES *(The following is used as a partial description and is not restrictive as to duties required.)*

Gathers data and information for planning studies and policy development; performs a variety of professional planning work including both current planning and preparation of general plan elements, as assigned; assists with and prepares project reports; conducts research and performs data analysis; processes applications for land use projects, such as special use permits, zoning changes, and site development; coordinates application reviews with other County departments, as necessary; may be assigned to staff support for LAFCO and perform projects related to annexations, consolidations, and district changes; performs zoning enforcement work, including the conduct of site inspections to ensure compliance with General Plan and Zoning Codes; assists with the preparation and prepares environmental studies; assists with public presentations; participates in the environmental review of proposed land use projects; assists with the revision of planning ordinances and general plan elements; interprets use permits in accordance with applicable codes, ordinances, and regulations; performs reviews of site development plans; prepares and presents staff reports on items for elected or appointed boards and commissions which hear and act upon public planning issues and matters; prepares and assists with preparation of maps, graphs, and information summaries; may receive and respond to zoning violation complaints; answers public inquiries regarding planning issues, permit procedures and requirements, and zoning.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of office equipment, including computer, telephone, calculator, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; occasionally works outside; continuous contact with other staff.

MINIMUM QUALIFICATIONS

Knowledge of:

- General theory, principles, and practices of land use planning and their application to a variety of planning problems.
- Laws, rules, regulations, and policies affecting land use and zoning.
- Research methods and statistical analysis.
- Environmental impacts of changes in land use.
- Graphic illustration and presentation.
- Computers and software used in professional planning work.

MINIMUM QUALIFICATIONS (continued)

Ability to:

- Perform professional planning studies, environmental reviews, and zoning enforcement.
- Read and interpret laws, ordinances, general plan elements, environmental impact statements, and other documents related to community planning and land use.
- Collect, compile, and analyze technical, statistical, and other information related to public planning.
- Read and interpret maps.
- Prepare a variety of planning, environmental and zoning reports.
- Operate a computer and use appropriate software in the performance of professional planning work.
- Make effective oral and written presentations.
- Effectively represent the Planning Department in responding to inquires, providing assistance, and dealing with public and community organization concerns about planning, land use, and zoning.
- Establish and maintain cooperative working relationships.

Training and Experience:

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

One year of responsible work experience in performing professional planning work; or.

Education equivalent to graduation from an accredited college or university with major work in planning, geography, environmental studies or a closely related field, ~~is highly desirable~~.

Special Requirements:

Possession of, or ability to obtain, an appropriate valid California Driver's License.

The contents of this class specification shall not be construed to constitute any expressed or implied warranty or guarantee, nor shall it constitute a contract of employment. The County of San Benito assumes no responsibility beyond the general accuracy of the document, nor does it assume responsibility for any errors or omissions in the information contained herein. The contents of this specification may be modified or revoked without notice. Terms and conditions of employment are determined through a "meet and confer" process and are subject to the Memorandum of Understanding currently in effect.

San Benito County

Date Last Reviewed: 5/18/19
Bargaining Unit: M2Meg
FLSA: Exempt
EEO: 1

~~Sheriff's~~ Director of Administrative Services

DEFINITION

Under administrative direction, plans, organizes, manages and oversees activities and operations of the administrative support services within the ~~Sheriff/Coroner Office~~ department. This position reports directly to the ~~Sheriff~~ Department Head and is responsible for fiscal and operational management, accounting, financial, budgetary, personnel management, long range planning, management information systems, oversight of special projects, organizational/management studies and general administration; and to perform other related work as required.

DISTINGUISHING CHARACTERISTICS

This is a single classification position class at the executive management level characterized by the overall responsibility to manage and coordinate major projects within the ~~Sheriff's~~ Department.

REPORTS TO

This position reports directly to the ~~Sheriff and the Coroner~~ Department Head or designee.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Work is performed in an office environment, continues contact with staff and the public. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Standard office setting, sits for extended periods; frequently standing and walking. Use of office equipment including but not limited to: computer, telephone, calculator, copier machine, fax machine.

Physical: Sufficient physical ability to lift and move objects weigh up to 30 lbs. Work in an office setting and operate office equipment.

Vision: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents, normal manual dexterity eye-hand coordination.

Hearing: Hear in the normal audio range with or without correction.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Plans, directs, coordinates and administers the department's budgeting, fiscal control, general business activities, human resources, employee relations, training, strategic planning, and general administrative functions.
2. Participates as a member of the ~~Sheriff's Office~~ department's executive team in the review and establishment of policies and procedures for carrying out the department's goals and objectives, and initiates changes in methods and procedures to improve service delivery; recommend and implement policies and procedures.

3. Directs the development, preparation, and implementation of ~~Sheriffs~~ the department's budget, including the review and analysis of division budget requests, development of justification for budget proposals, and the management of expenditures and revenues; approve the forecast of funds needed for staffing, equipment, materials and supplies; approve expenditures and implement budgetary adjustments as appropriate and necessary.
4. Conducts or directs and evaluates complex studies pertaining to a variety of administrative and operational problems, and develops and implements effective solutions; development and implementation of departmental goals, objectives, policies and priorities for each assigned service area.
5. Establish, within County policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.
6. Plan, direct and coordinate, through subordinate level staff, the Administrative Services department's work plan; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with key staff to identify and resolve problems.
7. Assess and monitor workload, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct and implement changes.
8. Prepare and present written and oral reports on Administrative Services related issues.
9. Select, train, motivate and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
10. Explain, justify and defend department programs, policies and activities; negotiate and resolve sensitive and controversial issues.
11. Provide staff assistance to the ~~Sheriff~~ Department Head, participate on a variety of boards, commissions and committees; prepare and present staff reports and other necessary correspondence.
12. Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of public administration, finance and information services.
13. Respond to and resolve difficult and sensitive citizen inquiries and complaints.
14. Perform related duties as required.

Qualifications:

Considerable education, training and experience which would demonstrate the ability to perform the above tasks and possession of the following knowledge and abilities.

The required knowledge and abilities would typically be acquired through education and experience equivalent to a Bachelor's degree in Business or Public Administration, Organizational Development, or a related field and a minimum of four (4) years recent administrative/managerial experience directing and overseeing complex financial, administrative and information system related operations in a ~~criminal justice~~public organization.

ENGINEER II

DEFINITION

Under direction, to perform a variety of difficult and complex professional office and field engineering work; to prepare plans, designs, and specifications for a variety of County projects; to review work prepared by outside consultants; to prepare engineering reports; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the registered, journey level classification in the professional engineering class series. Incumbents perform a wide scope of professional office and field engineering work. They may also provide project planning and coordination for paraprofessional and technical staff. This class is distinguished from Engineer I by requiring registration and the performance of a broader range of more complex assignments. It is distinguished from Senior by the fact that Senior Engineers may be assigned supervisory responsibilities.

REPORTS TO

Director of ~~Public Works~~ the Resource Management Agency, Assistant Director of Public Works-Engineering, or designee

CLASSIFICATIONS SUPERVISED

Incumbents provide lead responsibilities over Engineer I's and project direction and training for Engineering Technicians and Student Interns.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES *(The following is used as a partial description and is not restrictive as to duties required.)*

- Designs, prepares, and evaluates preliminary and final plans and specifications for a variety of road, bridge, drainage system, water treatment facility, airport, waste management, and related public works projects, requiring professional engineering expertise;
- Performs a variety of project development and coordination assignments;
- Serves as a resident engineer, performing contract administration, construction inspection, and project administration;
- Ensures that contractors meet proper standards, specification requirements, cost controls, and time requirements;
- Approves changes orders and progress payments;
- Performs foundation and hydrology studies;
- Receives public inquiries regarding County engineering standards;
- Researches data and provides consultation to engineers and contractors;
- Collects, organizes, summarizes, and analyzes a variety of technical engineering data; prepares grant proposals and administers grants;
- Performs engineering reviews of environmental impact reports;

ENGINEER II - 2

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES (continued)

- Prepares preliminary reports for tentative subdivision map conditions;
- Performs field surveys; uses a computer to reduce survey data;
- Performs engineering calculations;
- Develops data for the acquisition of right-of-way;
- Prepares engineering cost estimates;
- Reviews laboratory reports and analyzes the quality and compliance of materials;
- Performs traffic studies;
- Develops and proposes solutions to complex engineering problems;
- Reviews applications and approves the issue of permits;
- Provides a variety of technical engineering advice to the public and other agencies;
- May provide project direction and training for technical and paraprofessional engineering staff;
- Represents the County ~~Public Works~~[Resource Management Agency Department](#) in meetings with contractors, engineers, developers, property owners, attorneys, and representatives of other public agencies.
- Other duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of engineering and office equipment, including computer, telephone, calculator, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; may work outside; some exposure to weather and temperature variances; exposure to dust, continuous contact with other staff and the public.

MINIMUM QUALIFICATIONS

Knowledge of:

Comprehensive knowledge of the theory, principles, and practices of civil engineering and

their application to the design, preparation of engineering specifications, and construction of public works facilities, including roads, bridges, drainage systems, airports, and water and wastewater facilities.

Laws, rules, regulations, and policies affecting public works engineering.

Construction methods, materials, and equipment.

Proper inspection methods and procedures.

Contract development and administration.

Capital improvement planning.

Principles of project development, coordination, and administration.

Uses of computers and computer applications in professional engineering.

ENGINEER II - 3

MINIMUM QUALIFICATIONS (continued)

Ability to:

- Plan, organize, and complete a variety of engineering projects.
- Provide work coordination, project direction, and training for other staff.
- Perform a wide scope of complex professional engineering work in the preparation of plans, designs, and specifications for public works facility development, construction, and maintenance.
- Perform comprehensive engineering reviews of designs, plans, and specifications prepared by others.
- Prepare a variety of engineering reports.
- Gather, organize, analyze, and present a variety of technical engineering and statistical data.
- Perform construction project administration, ensuring compliance with plans, specifications, and contracts.
- Use a computer and appropriate software in professional engineering and administrative work.
- Effectively represent the ~~Public Works Department~~ [Resource Management Agency](#) in contacts with the public, other County staff, and other government agencies.
- Establish and maintain cooperative working relationships.

Training and Experience:

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Education: Completion of sufficient training and education to meet professional engineering registration requirements in California.

AND

Experience: Either one year comparable to that of an Engineer II with the County of San Benito, ~~OR two~~ OR two years of increasingly responsible professional engineering experience in the planning, development, construction, and maintenance of public works facilities. Management or supervisory experience highly desired, but not required.

Special Requirements:

- Possession of, or ability to obtain, an appropriate valid California Driver's License.
- Possession of current registration as a professional engineer in California.

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**SAN BENITO COUNTY
HEALTH & HUMAN SERVICES AGENCY**

EPIDEMIOLOGIST

DEFINITION

Under direction, plans, initiates and conducts epidemiological investigations, field studies and disease surveillance; Performs difficult and complex administrative tasks to control disease outbreaks and prevent avoidable morbidity and mortality; Performs project management as assigned; Performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This class is responsible for sophisticated surveillance, identification and complex control measures of communicable and reportable disease hazards and environmental disease hazards. The incumbent applies advanced technical epidemiological models to determine patterns of disease in a community and designs research projects to assess levels of community morbidity or apply successful interventions to local projects. This class is distinguished from Public Health Nurse classes which provide clinical, educational and counseling activities directly to clients relating to disease control. This position provides consultation to Public Health Officer and Public Health Nurses who are assigned to communicable disease control activities.

REPORTS TO

Director of Nursing/Deputy Director of Public Health, Public Health Officer or designee

CLASSIFICATIONS SUPERVISED

May supervise clerical or professional staff as assigned by Deputy Director

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Duties may include, but are not limited to the following:

- INITIATES AND PLANS EPIDEMIOLOGICAL ASSIGNMENTS
- TRAINS AND INSTRUCTS STAFF AS NECESSARY
- DEVELOPS AND IMPLEMENTS METHODOLOGY AND SYSTEMS TO BE USED
- PREPARES GRANTS AND SPECIAL REPORTS IN SUPPORT OF PUBLIC HEALTH SERVICE ACTIVITIES
- ASSESSES AND DETERMINES PROGRAM GOALS AND PRIORITIES
- COORDINATES PUBLIC HEALTH ACCREDITATION ACTIVITIES
- MAY CONDUCT PROGRAMS TO TRAIN ON TECHNIQUES RELATED TO THE VARIOUS PHASES OF PUBLIC HEALTH ACTIVITIES
- PLANS COURSE OF STUDY AND IMPLEMENTS AND EVALUATES ITS EFFECTIVENESS
- MAY REPRESENT HEALTH OFFICER AT MEETINGS, CONFERENCES, AND SEMINARS
- MAKES RECOMMENDATIONS TO ADMINISTRATORS REGARDING ALLOCATION OF RESOURCES AND PROGRAM DESIGN BASED UPON EPIDEMIOLOGICAL EVIDENCE
- COLLECTS AND ANALYZES DATA APPLYING ADVANCED BIOSTATISTICAL METHODOLOGIES TO CALCULATE RISK OF DISEASE AND APPROPRIATENESS OF INTERVENTION
- PERFORMS TECHNICAL AND INFORMATIONAL PRESENTATIONS TO THE PROFESSIONAL MEDICAL COMMUNITY
- DEVELOPS VARIOUS HEALTH SERVICES, PROGRAMS, POLICIES AND PROCEDURES
- PLANS, EXECUTES AND EVALUATES THE WORK OF THE FACILITIES, AGENCIES OR COMMUNITY GROUPS WITH WHICH THEY WORK

- PERFORMS RELATED DUTIES AS ASSIGNED

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of office equipment, including computer, telephone, calculator, copiers, and FAX.

TYPICAL WORKING CONDITIONS

WORK IS GENERALLY PERFORMED IN AN OFFICE SETTING; CONTINUOUS CONTACT WITH THE PUBLIC AND OTHER STAFF. FREQUENT OVERNIGHT TRAVEL TO TRAININGS, CONFERENCES AND MEETINGS REQUIRED.

MINIMUM QUALIFICATIONS

Knowledge of:

Thorough knowledge of epidemiological trends and disease patterns, their characteristics, and standards to determine the origin, spread and control of hazards to the community.

Thorough knowledge of statistical theory and techniques of epidemiological, demographic, biostatistical and community health research.

Thorough knowledge of research design methods and techniques

Thorough knowledge of review and evaluation of disease outbreak interventions

Working knowledge of community resources and medical services available for medical programs

Knowledge of project management, including funding sources, grants proposal writing and project evaluation.

Personal computer operating systems, software applications (MS Office, etc.) and related equipment

Methods and techniques used in researching, proofing, evaluating, gathering, organizing, and arranging data

Effective methods of training and presentations skills

Record keeping and time-management practices and procedures

Modern office practices and procedures

Correct English usage, spelling, grammar, and punctuation

Basic arithmetic

Ability to:

Plan, organize, coordinate and direct a public health project(s)

Initiate and design complex interventions to collect field data

Apply sophisticated mathematical and biostatistical techniques to analyze data to determine origin, spread and risk of morbidity and populations

Write, present and consult with health administrators in the preparation of concise narrative and statistical reports

Establish, and maintain effective working relationships with private and public agencies in the health care delivery system

Provide technical expertise to department staff involved in eliciting vital epidemiological information, disseminating findings and advocating for measures meant to reduce the level of disease in eh community

Apply research methodologies and research findings in the course of disease control or prevention projects

Evaluate project effectiveness
Prepare grant applications and contracts
Speak effectively before groups
Use computer software to analyze and present data in diagrammatic formats and support data processing activities
Exercise sound and independent judgment in determining and selecting appropriate processes, alternatives, forms and desired actions within established work practices, procedures and commonly used regulations
Learn and develop skills with computer software programs or automated systems
Provide training and assistance for others in using assigned systems or software
Read and understand detailed and complicated instructions
Understand, interpret and apply rules and regulations of the Internal Revenue Service
Work productively under time pressure and with interruptions
Exercise tact when dealing with others

Education, Training and Experience:

Any combination of training and experience, which would provide the required knowledge and abilities is qualifying. A typical way to obtain these would be:

A Master's degree from an accredited college or university in Epidemiology or related field that includes a minimum of two (2) graduate level courses in Epidemiology or two (2) comparable graduate level classes in advanced research methodology and two (2) graduate level courses in statistics or biostatistics;

OR

Completion of a Bachelor's degree at an accredited college or university in Public Health, Epidemiology, Health sciences, Statistics or a related field and two (2) years work experience within the field of Epidemiology performing study design, implementation and analysis.

Special Requirements:

Possession of or ability to obtain a California Driver's license.



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 24.

MEETING DATE: 6/11/2019

DEPARTMENT: HUMAN RESOURCES

DEPT HEAD/DIRECTOR: Edgar Nolasco

AGENDA ITEM PREPARER: Dulce Alonso

SBC DEPT FILE NUMBER: 630

SUBJECT:

HUMAN RESOURCES - E. NOLASCO

Adopt Resolution amending Personnel Rule 7 "Compensation Plan" to incorporate for Differential Policy for Special Assignments; and delegate authority to the CAO to authorize differential pay not to exceed 10%, and amend the personnel rules.

SBC FILE NUMBER: 630

RESOLUTION NO: 2019-53

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The Special Assignment Differential memorialized in COMPENSATION PLAN RULE Section seven (7) would provide the County Administrative Officer (CAO) the ability to assign a differential for individual assignments not to exceed 10% of current salary step. The ability to assign appropriate differential for specified duties is critical to County operations for varied tasks that may be imposed by federal and state regulations, special assignments, performing a highly skilled function, accounting for vacancies, operational changes, limited staffing, etc. At this time, staff recommends improvements to the language in Personnel Rules to allow flexibility to the County

Administrative Officer to assign the differential.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Adopt Resolution amending Personnel Rule 7 "Compensation Plan" to incorporate for Differential Policy for Special Assignments; and delegate authority to the CAO to authorize differential pay not to exceed 10%, and amend the personnel rules.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Resolution Amending Personnel Rules	6/6/2019	Resolution

BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO

**A RESOLUTION OF THE SAN BENITO COUNTY)
BOARD OF SUPERVISORS AMENDING) RESOLUTION NO. 2019-____
PERSONNEL RULE 7 "COMPENSATION PLAN")**

WHEREAS, on November 21, 1988, the San Benito County Board of Supervisors adopted Ordinance No. 546 thereby establishing a personnel system; and

WHEREAS, Section 3.03.005 of the San Benito County Code ("SBCC") requires personnel rules to be "adopted by resolution of the Board of Supervisors in compliance with the meet-and-confer process"; and

WHEREAS, County staff wishes to amend the Personnel Rules to include the provision of "Special Assignment Differential" under Rule 7 (Compensation Plan) pursuant to Section 3.03.005, subdivision (a)(13); and

WHEREAS, County staff has engaged the unions in the meet-and-confer process in accordance with SBCC Section 3.03.005; and

WHEREAS, the unions did not object to County staff's proposed addition of "Special Assignment Differential" under Rule 7 of the San Benito County Personnel Rules; and

NOW, THEREFORE BE IT RESOLVED, that the San Benito County Board of Supervisors hereby amends the San Benito County Personnel Rules to incorporate "Special Assignment Differential" as Subdivision (L) of Rule 7 of the Personnel Rules for San Benito County, attached hereto and incorporated herein as Attachment A.

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO THIS 11TH DAY OF JUNE, 2019 BY THE FOLLOWING VOTE:

**AYES:
NOES:
ABSENT:
ABSTAIN:**

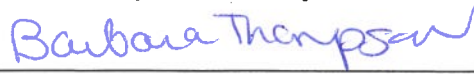
Date: _____

By: _____
Mark Medina, Chairman

ATTEST:
Janet Slibsager, Clerk of the Board

APPROVED AS TO LEGAL FORM:
Barbara Thompson, County Counsel

By: _____

By: 
Barbara Thompson,
County Counsel

ATTACHMENT A

L. Special Assignment Differential. An employee in a budgeted or extra-help position may be assigned as the assistant department head or assigned to a special assignment for a limited duration may receive a differential up to 10% when so assigned, with the prior approval of the County Administrative Officer.

To be eligible for this differential as a special assignment, the employee must have full responsibility for the overall management of a specialized and complex assignment, or perform a highly skilled function.

This differential shall be effective on the first day of the first full pay period of assignment. This differential shall cease at the end of the last pay period of assignment, unless the employee separates prior to the end of the pay period.

The Special Assignment Differential is intended to be considered "Temporary Upgrade Pay" and it is not reportable as "pensionable compensation" for PEPRAs members.



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 25.

MEETING DATE: 6/11/2019

DEPARTMENT: PROBATION DEPARTMENT

DEPT HEAD/DIRECTOR: Chief Joseph A. Frontella, Jr.

AGENDA ITEM PREPARER: Lorraine M. Carrasquillo

SBC DEPT FILE NUMBER: 510

SUBJECT:

PROBATION DEPARTMENT - J. FRONTELLA, JR.

Approve contract with Paula Norton to provide at-risk youth tutoring for the period of July 1, 2019 to June 30, 2020, in an amount not to exceed \$22,000.00.

SBC FILE NUMBER: 510

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

San Benito County's allotment for FY 2018-2019 of the Youth Offender Block Grant (YOBG) is \$117.00. These grant funds provide local alternatives to state commitment. The Juvenile Justice Development Plan consist of reentry and aftercare services for our youth that have been temporarily removed or are at-risk of removal from their homes. One of the strategies of this plan is to expand the reading tutoring program to allow more children to work towards literacy and more fulfilling futures to our at-risk youth. Paula Norton's program is the major component to this objective and has proven to be very successful in past years.

The Probation Department is requesting authorization to enter into an agreement with Paula Norton

to provide initial pre-testing, tutoring, and post-testing of minors who have unique learning style profiles that have made it difficult for them to be successful in a standard classroom setting. YOBG funds will be used to offset the contract costs so there will be not cost to the County.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

101.50.1215.1000.619.250

CURRENT FY COST:

\$22,000.00

STAFF RECOMMENDATION:

1. Approve the contract with Paula Norton to provide at-risk youth tutoring services for the period of July 1, 2019 to June 30, 2020 in an amount not to exceed \$22,000.00 and authorize the Chair to sign it.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Contract with Paula Norton	5/17/2019	Standard Contract

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and PAULA NORTON ("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, 2019, and end on JUNE 30, 2020, unless sooner terminated as specified herein.

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: \$1,000.00
- (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 Thirty (30).

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:

Contract Administrator for CONTRACTOR:

Name: Joseph A. Frontella, Jr.

Name: Paula Norton

Title: Chief Probation Officer

Title: Tutor

Address: 400 Monterey Street

Address: 436 Lewis Road

Hollister, California 95023

Las Lomas, CA 95076

Telephone No.: (831) 636-4070

Telephone No.: (831) 724-5329


Fax No.: (831) 636-5682

Fax No.: (831) 645-1353

SIGNATURES

APPROVED BY COUNTY:

APPROVED BY CONTRACTOR:



Name: Mark Medina

Name: Paula Norton

Chair, San Benito County Board of Supervisors

Title: Tutor

Date: _____

Date: 5.15.19

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's office



By: Shirley L. Murphy, Deputy County Counsel

Date: May 17, 2019

ATTACHMENT A
Scope of Services

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

1. Contractor agrees to provide work as the Tutor.
2. The Tutor will work with the youth as referred by the Probation Department.
3. The Tutor will work at the San Benito County Probation Department and the Juvenile Hall or other prearranged sites.
4. The services provided by the Tutor will include reading and spelling instruction to minors that have unique learning style profiles that have made it difficult for them to be successful in a standard classroom setting. The Tutor will help them understand themselves as learners, and in so doing, help them become more successful spellers and readers.
5. The Tutor will provide monthly updates on referred minors via email to the assigned probation officer. These updates may include, but are not limited to: youth participation or lack thereof, attendance, progress with tutoring, updates, on grades, completion of recent coursework, setbacks if any, updates on testing, academic achievements, and/or concerns by the youth, tutor, or parent, etc.
6. The Probation Department will notify the Tutor via email or telephone when a referred minor has gone into custody. This will ensure a continuum of services and the Tutor will meet with the minor while he or she is incarcerated at the Juvenile Hall.
7. The Tutor will conduct pre and post-testing on each minor, unless a recent IEP is provided by the minor's parents.
8. The Tutor, with the approval of the Chief Probation Officer, will schedule the classes up to a total of 400 hours.

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 \$22,000,_____

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)
 - County shall pay CONTRACTOR the sum of:
 - a) CONTRACTOR will be paid \$55.00 per hour. (Partial hours will be pro-rated to the nearest tenth of an hour).

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 Berito 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 following paragraphs apply only as indicated above.

- D-1. CONTRACTOR shall comply with Division 5 of the Welfare and Institutions Code, Titles 9 and 22 of the California Code of Regulations, and all statutes and regulations related thereto.
- D-2. CONTRACTOR shall comply with all statutes and regulations governing the confidentiality of records.
- D-3. CONTRACTOR shall maintain all governing records in compliance with all appropriate federal, state and local requirements.
- D-4. CONTRACTOR shall comply with all Patients' Rights statutes and regulations.

END OF ATTACHMENT D.

ATTACHMENT E

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

BUSINESS ASSOCIATE

- (a) Contractor shall comply with, and assist the County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164), hereinafter collectively referred to as the "Privacy Rule." Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms are used in the Privacy Rule.
- (b) Except as otherwise limited in this Addendum, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of the County as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule with which the County complies.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Addendum, or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum.
- (f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor as a result of a use or disclosure of Protected Health Information by Contractor, which is in violation of the requirements of this Agreement.
- (g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, created, or received by Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set; this Protected Health Information will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
- (i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs, pursuant to 45 CFR Section 164.526, at the request of the County or an Individual, and in the time and manner designated by the County.
- (j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County, to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (k) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.

- (m) A breach by Contractor of any provision of this Addendum, as determined by County, shall institute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.
- (1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.
 - (2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.
- (n) Contractor is responsible for providing the required notification only if a breach involved of "unsecured PHI". Unsecured PHI is PHI that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified in guidance by the Secretary of DHHS. The most current guidance can be found on the DHHS website (<http://www.hhs.gov>).
- (o) The Parties agree to take action to amend this Agreement from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.

END OF ATTACHMENT E



**Century Surety
Company**

550 Polaris Parkway, Suite 300
Westerville, Ohio 43082
614-895-2000

www.centurysurety.com

CERTIFICATE OF INSURANCE

Named Insured: Norton, Paula Rensland

Address: 436 Lewis Rd

City, State Zip: Watsonville, CA 95076

This Certificate is provided only for information purposes and confers no rights upon the certificate holder. It does not amend, extend, reduce or otherwise alter the coverage afforded by the policy shown below, nor does it constitute a contract between this insurance company, or its authorized representative or producer, and the certificate holder.

IMPORTANT: If the Certificate holder is an additional insured, the policy must be endorsed.

Producer: Name: Richard F. Jones Jr., Agent/Broker Address: 3130 Broadway City, State Zip: Kansas City, Missouri 64111	Policy No.: PED0639927 Policy Effective Date: 08-22-2018 Policy Expiration Date: 08-22-2019 Tab No.: 30007
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Coverages: This certifies that the policy of insurance shown below was issued to the Named Insured above for the policy period stated herein, commencing with the policy effective date and concluding with the policy expiration. The insurance afforded by the policy is subject to all the terms, exclusions and conditions of such policy in spite of any requirement, term or condition of any other contract or document with respect to which this Certificate may pertain. The Limit of Liability shown below may have been reduced by paid Claims.

<p style="text-align: center;">Private Educators Professional Liability (Claims Made)</p> <p>Limit of Liability: \$ 1,000,000 Per Claim Limit of Liability \$ 3,000,000 Aggregate Limit for all Claims</p> <p>Deductible: \$ 1,000</p>	<p style="text-align: center;">Off Premises Liability</p> <p>Limit of Liability: \$ ___ Per Claim Limit of Liability \$ ___ Aggregate Limit for all Claims</p> <p>Deductible: \$ ___</p>
---	---

<p>Certificate Holder:</p>	<p>Cancellation: In the event the above described policy is cancelled before the expiration date shown above, notice of cancellation will be delivered in accordance with the policy provisions.</p>
-----------------------------------	---

Date Issued: 08-13-18

Authorized Representative



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 26.

MEETING DATE: 6/11/2019

DEPARTMENT: PROBATION DEPARTMENT

DEPT HEAD/DIRECTOR: Chief Joseph A. Frontella, Jr.

AGENDA ITEM PREPARER: Lorraine M. Carrasquillo

SBC DEPT FILE NUMBER: 510

SUBJECT:

PROBATION DEPARTMENT - J. FRONTELLA, JR

Approve contract between San Benito County Probation Department and Corrections Software Solutions, L.P. (CSS) for Case Management Application Software and support services for the period of July 1, 2019 through June 30, 2022, for a total cost of \$60,192.00.

SBC FILE NUMBER: 510

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Correction Software Solutions, L.P. has been providing the San Benito County Probation Department with Case Management Application Software and support services. The contract will include a monthly maintenance fee in the amount of \$1,672 for 36 months, which totals 60,192.00 for the period of three years.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

101.50.1215.1000.619.250

CURRENT FY COST:

\$60,192.00

STAFF RECOMMENDATION:

Approve contract between San Benito County Probation Department and Corrections Software Solutions, L.P. (CSS) for Case Management Application Software and support services for the period of July 1, 2019 through June 30, 2022, for a total cost of \$60,192.00.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Contract	6/5/2019	Standard Contract

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and Corrections Software Solutions, L.P. ("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 01, 2019 and end on June 30, 2022, unless sooner terminated as specified herein.

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
- (b) Professional liability insurance: \$ 1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$ 300,000

6. Termination for Cause.

If CONTRACTOR shall default and fail to perform any material obligations agreed to be performed by CONTRACTOR hereunder, the COUNTY shall notify CONTRACTOR in writing of the facts constituting such default or failure. CONTRACTOR shall cause such default or failure to be remedied within (30) days after receipt of such written notice. If CONTRACTOR does not cause such default or failure within (30) days after receipt of such written notice, the COUNTY shall have the right, by further written notice to CONTRACTOR to terminate the agreement.

In the event the default or failure requires more than thirty (30) days to cure, CONTRACTOR shall have a reasonable period to effectuate such remedy. The COUNTY shall have the right to determine if CONTRACTOR has effected the necessary remedy.

7. Termination for Convenience.

Either party may terminate this Contract at any time by giving the other party at least 30 calendar days written notice of termination for convenience. ("Notice of Termination for Convenience"). Termination for convenience shall be effective at 11:59 p.m., pacific standard time, on the intended date for termination (the "Termination Date"). The terminating party shall deliver to the other party a notice specifying the date upon which such termination will become effective, which shall be at least 30 calendar days after the date of the notice.

Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services which were provided prior to the effective date of such termination. After receiving Notice of Termination for Convenience, contractor shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts.

8. 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.

9. 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: Joseph A. Frontella, Jr.

Title: Chief Probation Officer

Address: 400 Monterey Street

Hollister, California 95023

Telephone No.: 831-636-4070

Fax No.: 831-636-5682

Contract Administrator for **CONTRACTOR**:

Name: James Redus

Title: President, Corrections Software Solutions

Address: 316 North Lamar

Austin, Texas 78703

Telephone No.: 512-347-1366

Fax No. _____

SIGNATURES


APPROVED BY COUNTY:

Name: Mark Medina

Chair, San Benito County Board of Supervisors

Dated: _____

APPROVED BY CONTRACTOR:



Name: JAMES STEENS

Title: PRESIDENT

Dated: 5-8-19

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



By: Shirley L. Murphy, Deputy County Counsel

Dated: June 5, 2019

ATTACHMENT A
SCOPE OF SERVICES

CONTRACTOR agrees to provide the following services:

1. Continue Operating System and Application Software on COUNTY virtual environment or web based cloud environment if requested by the County Probation Department.
2. Customized changes for COUNTY are included at no charge.
3. Training on-site as needed at no extra charge.
4. Application support at no extra charge.
5. Software Enhancements and Resolutions at no extra charge.
6. Access to CONTRACTOR's support website for support ticket entry and retrieval.
7. Provide a Secure website system for connection to CONTRACTOR utilizing the COUNTY's Certification Authority.
8. CONTRACTOR will provide COUNTY with a Non-exclusive License agreement as part of this Contract.
9. Any existing or new CONTRACTOR's personnel assigned to this COUNTY system must sign COUNTY release waiver for confidentiality purposes, fingerprinted and may be background checked. Any changes in CONTRACTOR's personnel, COUNTY must be notified of same.

ATTACHMENT A

SCOPE OF SERVICES (Continued)

COUNTY agrees to provide the following services:

1. Continue virtual server on COUNTY's network to allow CONTRACTOR's application to be operated by COUNTY Probation Department's workstations.
2. Allow outgoing connection from COUNTY's network to CONTRACTOR's network in Austin, Texas.
3. COUNTY will continue to provide all hardware for operations including workstations, printers, cameras, signature pads, scanners or other devices.
4. All COUNTY workstations must have in operation Internet Explorer 10.0 or better and Microsoft Word 2010 or better.
5. COUNTY to continue to provide an Issuing Certification Authority to CONTRACTOR's server.

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 \$ \$60,192.00 ,

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)

COUNTY shall pay CONTRACTOR a monthly service fee is \$1,672.00 per month for 36 months, which totals \$60,192.

The monthly service fee shall thereafter renew for successive periods ("Renewal Term") unless terminated by either party upon written notice to the other party pursuant to Section 6 of this Contract. All terms and conditions shall apply during the Renewal Term.

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. CONTRACTOR certifies that no one who has or will have any financial interest under this contract is an officer or employee of COUNTY.

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 the execution of this contract. For purposes of this paragraph, obligations arising prior to 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 shall give CONTRACTOR notice of the amount of any offset and the reason for the deduction.

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 TO DATA PROCESSING SERVICE AGREEMENT

NONEXCLUSIVE LICENSE AGREEMENT

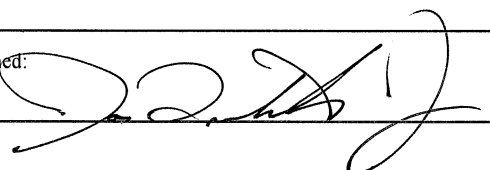
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(a) Indemnification by CSS. CSS agrees to indemnify Licensee and to hold it harmless from any damages finally awarded as result of any claim of infringement of a United States patent or copyright asserted against Licensee by reason of Licensee's authorized use of the Programs, consistent with the terms of this License Agreement, as delivered by CSS or access to the Programs as provided by CSS; provided, that CSS is given prompt notice by Licensee in writing of any such claim and the right to defend or settle, at CSS's expense and in its sole discretion, any such claims; and further provided, that Licensee fully cooperates with CSS in connection with the defense or settlement of such claims. CSS shall not be obligated to defend such claims but may do so at its sole election. This indemnification provision shall not apply with regard to any such claim of infringement based on a use of or access to the Program(s) by Licensee that is not strictly consistent with the provisions of this License Agreement.

(b) INDEMNIFICATION BY LICENSEE. **TO THE EXTENT PERMITTED BY LAW, LICENSEE AGREES TO INDEMNIFY AND HOLD HARMLESS CSS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, AND ITS THIRD PARTY LICENSORS, IF ANY, WHICH PROVIDE OR LICENSE TO CSS ANY SOFTWARE OR OTHER PRODUCTS OR MATERIALS USED BY CSS IN THE PROVISION OF THE SERVICES CALLED FOR IN THE ASSOCIATED DATA PROCESSING SERVICES**

AGREEMENT, OR LICENSED HEREUNDER BY CSS, FOR ANY AND ALL CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT, INCLUDING BUT NOT LIMITED TO COPYRIGHT, TRADEMARK, OR PATENT INFRINGEMENT, OR FOR UNFAIR COMPETITION, OR FOR MISAPPROPRIATION OR UNAUTHORIZED DISCLOSURE OR USE OF TRADE SECRETS OR OTHER PROPRIETARY OR CONFIDENTIAL INFORMATION, WHERE SUCH CLAIM, IN WHOLE OR PART, ARISES FROM OR IS ASSERTED TO BE A RESULT OF THE ACTS OR OMISSIONS OF LICENSEE, ITS OFFICERS, ADMINISTRATORS, MANAGERS, ELECTED OFFICIALS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES, AND WHERE SUCH ALLEGED ACTS OR OMISSIONS ARE NOT IN STRICT COMPLIANCE WITH, OR ARE INCONSISTENT WITH, THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, OR WITH THE TERMS AND CONDITIONS OF ANY CSS OR THIRD PARTY LICENSE OR OTHER AGREEMENT APPLICABLE TO INTELLECTUAL PROPERTY UTILIZED BY LICENSEE IN ITS USE OF OR ACCESS TO THE PROGRAMS, OR UTILIZED BY CSS IN THE PROVISION OF SERVICES TO LICENSEE RELATED TO OR DEPENDENT ON THE PROGRAMS. FOR THE PURPOSES OF THIS PROVISION, INTELLECTUAL PROPERTY SHALL INCLUDE ANY AND ALL INTELLECTUAL PROPERTY, INCLUDING WITHOUT LIMITATION DATA BASES, APPLICATIONS, OPERATING SYSTEMS OR OTHER SOFTWARE OF ANY KIND, AND ANY DOCUMENTATION THEREOF.

9. REMEDIES

Licensee acknowledges and agrees that because of the unique nature of the Programs irreparable harm to CSS will be caused by a breach by Licensee of its obligations under this License Agreement, that monetary damages will be inadequate to compensate CSS for such harm, and that injunctive relief directed against Licensee and in favor of CSS is an appropriate remedy to enforce the provisions of this License. Such injunctive or other equitable relief shall be cumulative of and shall not preclude or waive any other relief or remedies at law or in equity to which CSS may be entitled.

LICENSEE'S EXCLUSIVE REMEDY HEREUNDER IS TERMINATION OF THIS LICENSE AGREEMENT.

10. MISCELLANEOUS

a. Assignment. Licensee's rights to use the Programs granted in this License may not be assigned, sublicensed, or transferred voluntarily by Licensee, or by operation of law or otherwise, without CSS's prior written consent and the execution of a new License Agreement.

b. Notices. Any notice to be delivered pursuant to this License Agreement shall be deemed delivered upon service, if served personally, or three (3) days after deposit in the United States mail if mailed by first class mail, postage prepaid, registered or certified, and addressed to the person designated for receipt of notice hereunder, at the address set forth on the first page of this License Agreement or at such other address as shall be specified from time to time in writing by the receiving party.

c. Severability. In the event that any provision of this License Agreement is determined to be invalid or unenforceable, the remainder of this License Agreement shall be valid and enforceable to the maximum extent permitted by applicable law.

d. Exclusive Agreement; Modification. This License Agreement constitutes the complete and exclusive statement of the agreement of the parties relative to the licensing of use of the Programs, and supersedes all oral or written proposals or understandings concerning such subject matter. This License Agreement may be modified only pursuant to a writing executed by both parties. Should Licensee elect to issue a purchase order or any similar document for its own internal purposes, this License Agreement shall control any conflict between the terms and conditions of the said order form.

e. Open records requests. Should Licensee receive a request under the federal Freedom of Information Act ("FOIA") or any local or state open records act or regulation (collectively, "Open Records Acts") for disclosure, access to, or copying of any proprietary information provided by or belonging to CSS or any of its licensors, including but not limited to disclosure of, access to, or a copy of the Programs or any part thereof, Licensee shall immediately notify CSS, including notice in writing and a copy of the said request, so that CSS may determine what steps it may wish to take to protect such information. Time is of the essence in Licensee providing notice to CSS. If the applicable Open Records Act requires a governmental entity or other party contesting whether requested records are required to be disclosed under the Act to do or take any action within some specified time in order to initiate a determination by a judicial or other authority whether disclosure is required, client is required to take such actions as may be necessary or appropriate timely to initiate such process and avoid waiver of its or of CSS' rights to obtain such a determination, and to avoid by delay in informing CSS or in initiating such process materially prejudicing the practical ability of CSS to initiate such process and satisfy applicable requirements to obtain such a determination.

In the event that disclosure is ultimately required, Licensee shall provide to the recipient, along with access to or any copies of such disclosed materials, a notice that the materials are owned by or licensed to CSS, are protected under the federal Copyright Act and other laws, and that recipient is not by virtue of disclosure under the applicable Open Records Act thereby authorized to use, copy, or disseminate the materials without the express written consent of CSS; and that any unauthorized use, copying or dissemination may constitute a violation of federal copyright or other laws, and could therefore subject the recipient or others to civil or criminal penalties.

FAILURE OF LICENSEE TO COMPLY FULLY WITH THE OBLIGATIONS OF THIS SUBSECTION (e) SHALL BE A MATERIAL BREACH OF THIS LICENSE AGREEMENT AND SHALL CONSTITUTE GROUNDS FOR THE IMMEDIATE TERMINATION OF THIS LICENSE AGREEMENT BY CSS, WITHOUT PENALTY THEREFOR OR FURTHER OBLIGATION TO LICENSEE. Such termination shall not relieve Licensee from the obligation to pay any outstanding fees or costs hereunder, or other obligations hereunder that survive termination.

f. Costs; Attorneys Fees. In the event any action or claim brought to interpret, apply or enforce this License Agreement, the prevailing party shall be entitled to recover its costs of such action, including, without limitation, attorneys fees, expert fees, and court costs. Neither party may be compelled to arbitrate any claim arising under or related to this License Agreement without its written consent.

g. Survivability. The obligations of Licensee, for example, regarding protection and confidentiality of the Programs, consent to injunction, limitation of liability, remedies, cooperation, governing law and forum selection, payment of accrued fees and costs, and the parties obligations of indemnification and hold harmless set forth herein, shall survive any termination of this License Agreement.

h. Governing Law. This License Agreement shall be governed by and enforced in accordance with the laws of the State of California, without giving effect to its choice of law provisions.

i. No Waiver of Rights. No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the party against which such waiver or consent is asserted; the terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.

k. Construction. Descriptive headings or captions in this License Agreement are for convenience only and shall not affect the construction or application of this License Agreement. Words having established technical or trade meanings in the industry shall be so construed. Lists of items shall not be exclusive unless expressly so stated, but shall include other items, whether similar or dissimilar to those explicitly listed, as the context reasonably requires. No rule of construction requiring interpretation against the drafting party shall be applied or given effect. Words of any gender used herein shall be deemed to include words of any other gender, and use of the singular or the plural herein shall include the other, unless context requires otherwise. In the event of conflict between words and numbers, the words shall control.

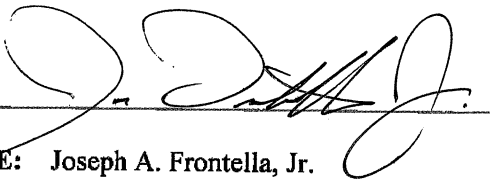
l. Cooperation. Licensee shall cooperate fully with CSS in the maintenance and protection by CSS of any intellectual property ownership or other rights or interest of CSS in the Programs or other intellectual property or interests therein that are the subject matter of this License.

APPROVALS

IN WITNESS WHEREOF, this Nonexclusive License Agreement is executed to be effective as of the ____ day
of _____, 20____.

Licensee

Corrections Software Solutions

BY: 

BY: 

NAME: Joseph A. Frontella, Jr.
TITLE: Chief Probation Officer, San Benito
County

NAME: James Redus
TITLE: President

DATE: 5/20/19

DATE: 5-8-19

ATTACHMENT E
SAN BENITO COUNTY
BUSINESS ASSOCIATE ADDENDUM

- (a) Contractor shall comply with, and assist the County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; “HIPAA”) and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164), hereinafter collectively referred to as the “Privacy Rule.” Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms are used in the Privacy Rule.
- (b) Except as otherwise limited in this Addendum, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of the County as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule with which the County complies.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Addendum, or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum.
- (f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor as a result of a use or disclosure of Protected Health Information by Contractor which is in violation of the requirements of this Agreement.
- (g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, created, or received by Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set; this Protected Health Information will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
- (i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs, pursuant to 45 CFR Section 164.526, at the request of the County or an Individual, and in the time and manner designated by the County.
- (j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County, to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.

- (k) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services (“Secretary”), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County’s compliance with the Privacy Rule.
- (m) A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.
 - (1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.
 - (2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.
- (n) The Parties agree to take action to amend this Agreement from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 27.

MEETING DATE: 6/11/2019

DEPARTMENT: PROBATION DEPARTMENT

DEPT HEAD/DIRECTOR: Chief Joseph A. Frontella, Jr.

AGENDA ITEM PREPARER: Lorraine M. Carrasquillo

SBC DEPT FILE NUMBER: 510

SUBJECT:

PROBATION DEPARTMENT - J. FRONTELLA, JR.

Approve contract with DIDS LLC, dba StreetTime Technologies, which includes the PassPoint.net support for screening Probation Department's offenders/clients for evidence of substance abuse for the period of January 1, 2019 through June 30, 2020, in an amount not to exceed \$10,800.00.

SBC FILE NUMBER: 510

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The Passpoint.net system for Substance Abuse Screening Service is an ocular scan and passive breath test with instantaneous results, intended to compliment traditional urinalysis or saliva testing. When used as a pre-screen, the system reduces the overall amount of staff time allocated to administering urinalysis or saliva test. It will also reduce the costs of testing materials. Finally, it is the intention to make the PassPoint.net System available to the Substance Abuse Program through County Behavioral Health.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

101.50.1215.1000.619.250

CURRENT FY COST:

\$10,800.00

STAFF RECOMMENDATION:

Approve contract with DIDS LLC, dba StreetTime Technologies, which includes the PassPoint.net support for screening Probation Department's offenders/clients for evidence of substance abuse for the period of January 1, 2019 through June 30, 2020, in an amount not to exceed \$10,800.00.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Contract	6/5/2019	Standard Contract

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and StreetTime Technologies ("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 January 1, 2019, and end on June 30, 2020, unless sooner terminated as specified herein.

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: \$ 2,000,000
- (b) Professional liability insurance: \$ 2,000,000
- (c) Comprehensive motor vehicle liability insurance: \$ 2,000,000

6. Termination.

The number of days of advance written notice required for termination of this contract is 30 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: Joseph A. Frontella Jr.

Title: Chief Probation Officer

Address: 400 Monterey Street

Hollister, California 95023

Telephone No.: 831-636-4070

Fax No.: 831.636.5682

Contract Administrator for CONTRACTOR:

Name: Chris Crucilla

Title: CEO, Streetime Technologies

Address: 303 E 16th Street, Ste. #121

Douglas, AZ 85607

Telephone No.: 520-727-1798

Fax No.: 203.826.2275

SIGNATURES

APPROVED BY COUNTY:

Name: Mark Medina

Chair, San Benito County Board of Supervisors

Date: _____

APPROVED BY CONTRACTOR:

Chris Crucilla

Name: Chris Crucilla

Title: CEO

Date: 5/15/2019

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Shirley L. Murphy

By: Shirley L. Murphy, Deputy County Counsel

Date: June 5, 2019

ATTACHMENT A
Scope of Services

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

1. Provide support of hardware, software warranty, telephone support, onsite/training/service and any system upgrades which become available.

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 \$ 10,800.00

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)

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. CONTRACTOR certifies that no one who has or will have any financial interest under this contract is an officer or employee of COUNTY.

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 the execution of this contract. For purposes of this paragraph, obligations arising prior to 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 shall give CONTRACTOR notice of the amount of any offset and the reason for the deduction.

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
MAINTENANCE CONTRACT FOR PassPoint EQUIPMENT AND ACCESSORIES
(PC, Eye Scanner, Networking PCIe card, Printer, Fingerprint Scanner, breathalyzer, computer monitor

Between Drug Impairment Detection Services LLC DBA Streetime Technologies represented by

(hereinafter referred to as the COMPANY)

and San Benito County Probation Department represented by

(hereinafter referred to as the CUSTOMER)

1. OBJECT

The COMPANY agrees to provide and the CUSTOMER agrees to accept a Maintenance Service for the Equipment listed above for the period of January 1, 2019 to

2. MAINTENANCE SERVICE

The COMPANY shall provide all necessary labour, transport, replacement parts and test Equipment to maintain the Equipment in good operating condition.

The COMPANY's Maintenance Service shall consist of

i. Routine Maintenance Service

Weekly remote calibration checks will be done on the machine to make sure it's running properly . The customer database will also be maintained and periodic checks will be done on the customers client data to make sure client Baselines are kept up to date.

ii. Special Calls Requested by the CUSTOMER

The COMPANY shall from receipt of the problem report arrive at the CUSTOMER's installation site within twenty four (24) working hours. In no cases, the COMPANY's service personnel will attend to the reports of defects later than the next working day.

Should the COMPANY be unable to repair the Equipment within twenty four (24) hours after their arrival, an Equipment of at least the equivalent model should be lent to the CUSTOMER until the repair has been carried out on the CUSTOMER's Equipment. The business hours are Monday to Friday between 8:00 a.m. to 5:00 p.m. on the CUSTOMER's premises (excluding public holidays). The COMPANY should keep the customer informed of the problem report resolution progress.

(iii) Relocation of Equipment

The COMPANY undertakes to relocate the Equipment as and when requested by the CUSTOMER. Transport is to be provided by the CUSTOMER. The Equipment so relocated or installed shall continue to be covered by this Agreement.

3. EXCLUDED from the Service provided by this Agreement are :

(i) Consumables as described below:

Printer Paper.

4. TERMINATION

The maintenance service agreement terminates at the expiration of the PassPoint agreement.

6. GENERAL CONDITIONS

(i) The CUSTOMER shall allow the COMPANY's Field Engineer, after prior notice given in advance, full access to the Equipment at all times as may be necessary for the proper maintenance of the Equipment and shall if required, make available to the COMPANY's Field Engineer a member of his staff who is familiar with the CUSTOMER's software.

(ii) The CUSTOMER can make alterations, modifications, or install attachments to the Equipment only after having officially informed the COMPANY. The COMPANY has the right to send his Field Engineer to check during the installation process and inform the CUSTOMER formally of any risks or problems involved. Only the changes brought about do not form part of the maintenance contract.

(iii) If the hard disk or any medium on which information is stored is to be changed then the old one should remain in the custody of the CUSTOMER.

(iv) The COMPANY agrees to maintain in confidence and not to disclose, reproduce or copy any materials, documentation or specifications which are provided to the COMPANY hereunder, or which are found at the premises.

(v) The COMPANY's liability to the CUSTOMER resulting from performance of maintenance service shall be limited to restoring the Equipment covered by this Agreement to good operating condition.

(vi) The COMPANY warrants a maintenance service of at least 5 years following the date of purchase of Equipment and undertakes to have an adequate spare parts coverage for the repair and replacement of items necessary for the efficient functioning of the equipment.

(vii) After the Equipment has been in use for five (5) years, the COMPANY may request an overhaul of the Equipment. Such overhaul shall be subject to the approval of the CUSTOMER.

(viii) The present contract will begin on the "starting date of contract" and will stop on the "ending date of contract" as mentioned below.

Starting date of Contract : January day of 1 2019

Ending date of Contract : _____ day of _____ 20____

The COMPANY : Drug Impairment Detection Services LL

By : Christopher Crucilla

Signature Chris Crucilla Title : CEO

The CUSTOMER : _____

By : _____

Signature : _____ Title : _____

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

Shirley L. Murphy 6/5/19
DEPUTY COUNTY COUNSEL DATE



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 28.

MEETING DATE: 6/11/2019

DEPARTMENT: PROBATION DEPARTMENT

DEPT HEAD/DIRECTOR: Chief Joseph A. Frontella, Jr.

AGENDA ITEM PREPARER: Lorraine M. Carrasquillo

SBC DEPT FILE NUMBER: 510

SUBJECT:

PROBATION DEPARTMENT - J. FRONTELLA, JR.

Authorize the leasing of three vehicles through the County's Enterprise Fleet Management Master Equity Lease Agreement for FY 2018-2019, for an annual amount not to exceed \$20,000.

SBC FILE NUMBER: 510

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The Probation Department seeks approval for leasing three vehicles as a method of replenishing the department's need for additional fleet and through a means that permits use of more reliable transportation that can be used over time in a more maintenance and cost efficient manner. The Probation Department has been advised by administration by using the auto leasing method for acquisition of vehicles would be cost efficient under the San Benito County Master lease with Enterprise FM Trust.

The Probation Department seeks approval to enter the San Benito County Enterprise Fleet Management Auto lease agreement to for the addition of three vehicles in the amount of

\$82,854.60 for the term of five years.

The Probation Department FY 2018/19 budget has existing funds for vehicle replacement, which will be utilized for the leasing cost of the three vehicles.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

101.50.1215.1000.650.301

CURRENT FY COST:

\$16,570.92

STAFF RECOMMENDATION:

1. Approve the addition of the Probation Department to the existing San Benito County Enterprise Fleet Management Auto Lease Agreement.
2. Approve Lease Rate Quotes: #4270287 (Ford F-150), #4267922 (Hyundai Sonata), and #4267241 (Toyota Camry), for an additional three vehicles for an annual amount not to exceed \$20,000.
3. Authorize the Chief Probation Officer to sign any and all necessary documents for the delivery and use of said vehicles.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Master Equity Lease Agreement	6/4/2019	Contract
Equity Lease Quote #4270287 (Ford F-150)	6/4/2019	Contract
Equity Lease Quote #4267922 (Hyundai Sonata)	6/4/2019	Contract
Equity Lease Quote #4267241 (Toyota Camry)	6/4/2019	Contract

IX-537099

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this fourth day of November, 2015, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

Initials: EFM [Signature] CMB [Signature]

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. "THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights

Initials: FFM  Cust 

under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS. This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

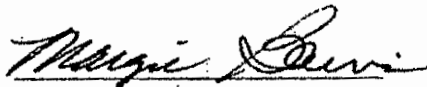
18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: County of San Benito

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact





By: Margie Barrios
Title: Chair, San Benito Co. Board of Supervisors

By: Brynn Pearson
Title: Regional Sales Manager

Address: 481 4th St. 1st Floor
Hollister, CA
95023

Address: 778 Burtway Rd. Suite 200
Burlingame, CA
94010

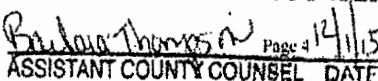
Date Signed: 12/1/15

Date Signed: 12-10-15

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

Initials: EFM




ASSISTANT COUNTY COUNSEL DATE 12/1/15

29

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of November, 2015 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of November, 2015 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and County of San Benito ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 2 of the Master Equity Lease Agreement is amended by adding the following paragraph:

Upon completion of Lessee's financial obligations to their lease(s), Lessee may have the option to take ownership of their vehicle. This option may be exercised by the payment of the Reduced Book Value to the Lessor as defined in Section 3 of the Master Lease Agreement (which includes any rents and accounts receivable due). Given agreed-upon depreciation rates, Lessor does not intend for this to be a bargain purchase option.

Section 4 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place as mutually agreed upon by Lessor and Lessee and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the ____ day of November, 2015.

Manjiv Barries
County of San Benito (Lessee)

[Signature]
Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By *Manjiv Barries*
Title: *Chair, San Benito Co. Board of Supervisors*

By *BRYNN SEARSON*
Title: *REGIONAL SALES MGR.*

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL
Bullock Thompson 12/1/15
ASSISTANT COUNTY COUNSEL DATE

**SELF-INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage and Liability)**

This Addendum is made to the Master Equity Lease Agreement dated the seventh day of July, 2015, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee")

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

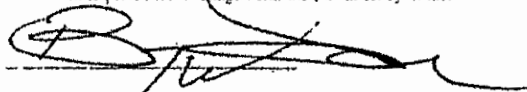
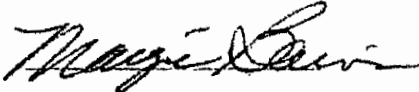
Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any insurance policy of any kind with respect to any Vehicle, provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of insurance in the form of an insurance policy which complies in all respects, other than the amount of insurance required, with Section 11 of the Agreement

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performance, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, then Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control

LESSEE County of San Benito

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact



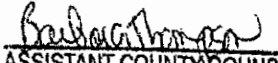
By: Margie Barnes
Title: Chair, San Benito Co. Board of Supervisors

By: Searson, Brynn
Title: Regional Sales Manager

Date Signed: 12/1/15

Date Signed: 12-16-15

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

 12/1/15
ASSISTANT COUNTY COUNSEL DATE

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this fourth day of November, 2015, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and County of San Benito ("Lessee").

WITNESSETH

- 1. LEASE.** Reference is hereby made to that certain Master Equity Lease Agreement dated as of the fourth day of November, 2015, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
- 6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.
- 7. NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT

Initials EFM

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Page 1

24

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent. If sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: County of San Benito

EFM: Enterprise Fleet Management, Inc

By: Margie Barrios
Title: Chair, San Benito Co. Board of Supervisors

By: Brynn Searson
Title: Regional Sales Manager

Address: 481 4th St 1st Floor
Hollister, CA
95023

Address: 778 Burlway Rd. Suite 200
Burlingame, CA
94010

Attention: _____

Attention: _____

Facsimile No.: _____

Facsimile No.: _____

Date Signed: 12/1/15

Date Signed: 12-10 15

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

12/1/15
ASSISTANT COUNTY COUNSEL DATE



Prepared For: County of San Benito
Credico, Jacki

Date 05/22/2019
AE/AM BTS/EHO

Unit #

Year 2019 Make Ford Model F-150
Series XL 4x2 SuperCab Styleside 6.5 ft. box 145 in. WB

Vehicle Order Type Ordered Term 60 State CA Customer# 537899

Table with 2 columns: Amount and Description. Includes Capitalized Price of Vehicle, Sales Tax, License Fee, Registration Fee, and Monthly Lease Charge.

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Table with 2 columns: Field and Value. Includes Driver Name, Exterior Color, Interior Color, Lic. Plate Type, and GVWR.

\$ 419.84 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Table with 2 columns: Amount and Description. Includes Commercial Automobile Liability Enrollment, Physical Damage Management, and Full Maintenance Program.

Comp/Coll Deductible 0 / 0
OverMileage Charge \$ 0.0400 Per Mile
Tires 0 Loaner Vehicle Not Included

\$ 53.62 Additional Services SubTotal

\$ 38.84 Sales Tax 9.2500%

State CA

\$ 512.30 Total Monthly Rental Including Additional Services

\$ 4,464.80 Reduced Book Value at 60 Months

\$ 450.00 Service Charge Due at Lease Termination

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

Signature: Shirley L. Murphy 6/4/19
DEPUTY COUNTY COUNSEL DATE

Quote based on estimated annual mileage of 12,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE County of San Benito

BY TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.
2 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).
3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



VEHICLE INFORMATION:

2019 Ford F-150 XL 4x2 SuperCab Styleside 6.5 ft. box 145 in. WB - US
Series ID: X1C

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 30,789.00	\$ 32,240.00
Total Options	\$ 0.00	\$ 0.00
Destination Charge	<u>\$ 1,595.00</u>	<u>\$ 1,595.00</u>
Total Price	\$ 32,384.00	\$ 33,835.00

SELECTED COLOR:

Exterior: YZ - (0 P) Oxford White
Interior: CG - (0 I) Dark Earth Gray w/Cloth 40/20/40 Front Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A Base	NC	NC
145WB	145" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
422	California Emissions System	NC	NC
446	Transmission: Electronic 6-Speed Automatic	Included	Included
64C	Wheels: 17" Silver Steel	Included	Included
93N	Dealer Order For California States Registration	NC	NC
99B	Engine: 3.3L V6 PDFI	Included	Included
C	Cloth 40/20/40 Front Seat	Included	Included
CG_01	(0 I) Dark Earth Gray w/Cloth 40/20/40 Front Seat	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 6,300 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included	Included
STDTR	Tires: P245/70R17 BSW A/S	Included	Included
X19	3.55 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Driver Door: reverse opening rear passenger doors
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front License Plate Bracket: front license plate bracket
Box Style: regular
Body Material: aluminum body material
: trailering with harness
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Front Cupholder: front and rear cupholders
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
IP Storage: bin instrument-panel storage
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Speakers: 12 speakers
1st Row LCD: 2 1st row LCD monitor
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Auto-Dimming Headlights: auto high-beam headlights
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Odometer: trip odometer
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
Ignition Disable: SecuriLock immobilizer
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 290-hp, 3.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and PowerShift automatic



Prepared For: County of San Benito
Credico, Jacki

Date 05/22/2019
AE/AM BTS/EHO

Unit #

Year 2019 Make Hyundai Model Sonata
Series SE 4dr Sedan

Vehicle Order Type In-Stock Term 60 State CA Customer# 537899

Table with 2 columns: Amount and Description. Includes Capitalized Price of Vehicle, Sales Tax, Initial License Fee, Registration Fee, etc.

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Table with 2 columns: Field and Value. Includes Driver Name, Exterior Color, Interior Color, Lic. Plate Type, GVWR.

Table with 2 columns: Amount and Description. Includes Total Capitalized Amount, Depreciation Reserve, Monthly Lease Charge.

Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

Table with 2 columns: Amount and Description. Includes Commercial Automobile Liability Enrollment.

Table with 2 columns: Amount and Description. Includes Physical Damage Management.

Table with 2 columns: Amount and Description. Includes Full Maintenance Program, Contract Miles, Brake Sets.

Comp/Coll Deductible 0/0

OverMileage Charge \$ 0.0400 Per Mile

Tires 0

Loaner Vehicle Not Included

Additional Services SubTotal

Table with 2 columns: Amount and Description. Includes Sales Tax.

State CA

Total Monthly Rental Including Additional Services

Table with 2 columns: Amount and Description. Includes Reduced Book Value.

Table with 2 columns: Amount and Description. Includes Service Charge Due.

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

Signature: Shirley L. Murphy 6/4/19
DEPUTY COUNTY COUNSEL DATE

Quote based on estimated annual mileage of 12,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement...

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

LESSEE County of San Benito

Table with 3 columns: BY, TITLE, DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee...

2 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote]...



VEHICLE INFORMATION:

2019 Hyundai Sonata SE 4dr Sedan - US
Series ID: 284H2F4P

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 21,564.00	\$ 22,500.00
Total Options	\$ 298.00	\$ 370.00
Destination Charge	\$ 920.00	\$ 920.00
Total Price	\$ 22,782.00	\$ 23,790.00

SELECTED COLOR:

Exterior: W8 / RP - (0 P) Quartz White Pearl / Rear Bumper Applique
Interior: GG - (0 I) Gray w/YES Essentials Premium Cloth Seating Surfaces

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
01	Option Group 01	NC	NC
CF	Carpeted Floor Mats	\$ 108.00	\$ 135.00
CN	Cargo Net	\$ 41.00	\$ 50.00
CT	Reversible Cargo Tray	\$ 92.00	\$ 115.00
GG_01	(0 I) Gray w/YES Essentials Premium Cloth Seating Surfaces	NC	NC
PAINT	Monotone Paint Application	STD	STD
RP	Rear Bumper Applique	\$ 57.00	\$ 70.00
STDEN	Engine: 2.4L GDI DOHC 16-Valve I4	STD	STD
STDRD	Radio: AM/FM/MP3 Display Audio	STD	STD
STDST	Front Bucket Seats	STD	STD
STDTM	YES Essentials Premium Cloth Seating Surfaces	STD	STD
STDTN	Transmission: 6-Speed Automatic w/SHIFTRONIC	STD	STD
STDTR	Tires: P205/65R16	STD	STD
STDWL	Wheels: 16 x 6.5J Aluminum Alloy	STD	STD
W8_01	(0 P) Quartz White Pearl	NC	NC
WARANT	Fleet Customer Limited Warranty	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: trunk
Driver And Passenger Mirror: power remote manual folding side-view door mirrors with tilt down
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Front Bumper Insert: chrome front bumper insert
Body Material: fully galvanized steel body material
Grille: chrome grille
Exhaust Tip: chrome tip exhaust

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Trunk/Hatch/Door Remote Release: power cargo access remote release
Fuel Remote Release: power fuel remote release
Power Windows: power windows with driver 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Valet Key: valet function
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 12 speakers
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam halogen headlamps
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window Defroster: rear window defroster
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Door Curb/Courtesy Lights: 2 door curb/courtesy lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning

Trip Computer: trip computer
Trip Odometer: trip odometer
Blind Spot Sensor: blind spot sensor
Water Temp Gauge: water temp. gauge
Clock: in-dash clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Rear Child Safety Locks: rear child safety locks
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: YES Essentials premium cloth front and rear seat upholstery
Door Trim Insert: cloth door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob
Floor Mats: carpet front and rear floor mats
Interior Accents: metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: carpet trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Cargo Tray: cargo tray/organizer
Cargo Net: cargo net

Standard Engine:

Engine 185-hp, 2.4-liter I-4 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual



Prepared For: County of San Benito
Credico, Jacki

Date 05/22/2019
AE/AM BTS/EHO

Unit #

Year 2019 Make Toyota Model Camry
Series LE 4dr Sedan

Vehicle Order Type In-Stock Term 60 State CA Customer# 537899

Table with 2 columns: Amount and Description. Includes Capitalized Price of Vehicle, Sales Tax, Initial License Fee, Registration Fee, etc.

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Table with 2 columns: Field and Value. Includes Driver Name, Exterior Color, Interior Color, Lic. Plate Type, GVWR.

Summary table with 2 columns: Amount and Description. Includes Total Capitalized Amount, Depreciation Reserve, Monthly Lease Charge, Total Monthly Rental Excluding Additional Services.

Additional Fleet Management

Master Policy Enrollment Fees

Table with 2 columns: Amount and Description. Includes Commercial Automobile Liability Enrollment (Estimate Only) with Liability Limit \$0.00.

Table with 2 columns: Amount and Description. Includes Physical Damage Management (Estimate Only) and Full Maintenance Program with Contract Miles 60,000.

Table with 2 columns: Field and Value. Includes Comp/Coll Deductible, OverMileage Charge, # Tires, Loaner Vehicle Not Included.

\$ 51.25 Additional Services SubTotal

\$ 35.81 Sales Tax 9.2500%

State CA

\$ 474.22 Total Monthly Rental Including Additional Services

\$ 5,829.86 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

Shirley L. Murphy 6/4/19
DEPUTY COUNTY COUNSEL DATE

Quote based on estimated annual mileage of 12,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE County of San Benito

BY TITLE DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

2 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



VEHICLE INFORMATION:

2019 Toyota Camry LE 4dr Sedan - US

Series ID: 2532

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 22,509.00	\$ 24,600.00
Total Options	\$ 170.00	\$ 274.00
Destination Charge	<u>\$ 930.00</u>	<u>\$ 930.00</u>
Total Price	\$ 23,609.00	\$ 25,804.00

SELECTED COLOR:

Exterior: 040 - (0 P) Super White

Interior: 10 - (0 I) Ash w/Fabric Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
010C	Tires: P215/55R17 AS	STD	STD
040_02	(0 P) Super White	NC	NC
10_01	(0 I) Ash w/Fabric Seat Trim	NC	NC
2T	All-Weather Floor Liner Package	\$ 170.00	\$ 274.00
FA	Fabric Seat Trim	STD	STD
FE	50 State Emissions	NC	NC
NATL	National Region	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDEN	Engine: 2.5L I-4 DOHC 16-Valve	STD	STD
STDRD	Radio: Entune 3.0 Audio w/App Suite	STD	STD
STDST	Front Bucket Seats	STD	STD
STDTN	Transmission: 8-Speed Direct Shift ECT-i Automatic	STD	STD
STDWL	Wheels: 7.5J x 17" Alloy	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: trunk
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Body Material: galvanized steel/aluminum body material
Grille: coloured grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls, Dynamic Radar Cruise Control (DRCC) distance pacing
Trunk/Hatch/Door Remote Release: mechanical cargo access remote release
Fuel Remote Release: mechanical fuel remote release
Power Windows: power windows with front and rear 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Valet Key: valet function
Trunk FOB Controls: keyfob trunk/hatch/door release
Window FOB Controls: remote window controls
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors
Emergency SOS: Safety Connect emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

radio: AM/FM/Satellite-prep with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 12 speakers
Internet Access: Wi-Fi Connect internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid and roof mount antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off projector beam LED low/high beam headlamps
Auto-Dimming Headlights: auto high-beam headlights
Front Wipers: variable intermittent wipers
Front Windshield Visor Strip: front windshield visor strip
Rear Window Defroster: rear window defroster
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Door Curb/Courtesy Lights: 2 door curb/courtesy lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display

Tachometer: tachometer
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-dash clock
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Rear Side Airbag: rear side-impact-impact airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: simulated wood/metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Floor Mats: rubber front and rear floor mats

Interior Accents: chrome/metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: carpet trunk lid/rear cargo door

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Cargo Tray: cargo tray/organizer

Standard Engine:

Engine 203-hp, 2.5-liter I-4 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 29.

MEETING DATE: 6/11/2019

DEPARTMENT: PROBATION DEPARTMENT

DEPT HEAD/DIRECTOR: Chief Joseph A. Frontella

AGENDA ITEM PREPARER: Lorraine M. Carrasquillo

SBC DEPT FILE NUMBER: 510

SUBJECT:

PROBATION DEPARTMENT - J. FRONTELLA, JR.

Approve contract with King & Associates for Principle Based Cognitive Behavioral Training services for the period of July 1, 2019 through June 30, 2020 in the amount not to exceed \$61,920.00.

SBC FILE NUMBER: 510

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

San Benito County's allotment for FY2019-20 of the Youthful Offender Block Grant (YOBG) is \$61,920.00. These grant funds provide local alternatives to state commitment. The Juvenile Justice Development Plan consists of providing an array of reentry and aftercare services for our youth that have been temporarily removed or at-risk of removal from their homes.

The services provided will be Principle Based Cognitive Behavioral Programming (COG), Such as Thinking for a Change (T4C), or such curriculum as approved by the Probation Department, to

improve and heighten the ability of the participants to enhance communication; to resolve conflicts; handle stress; and make better decisions. The training will provide practical applications in the ability to respond calmly to others, to work together and handle pressure and crisis situations. The Probation Department is requesting authorization to enter into an agreement with King & Associates to provide Principle Based COG services to youth and their parents from YOBG funds.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

101.50.1215.1000.619.250

CURRENT FY COST:

\$61,920.00

STAFF RECOMMENDATION:

1. Approve the contract with King & Associates for Principle Base Cognitive Behavioral Training services for the period of July 1, 2019 through June 30, 2020 in the amount not to exceed \$61,920.00, and authorize the Chair to sign it.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Contract	6/4/2019	Standard Contract

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and King & Associates ("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, 2019, and end on June 30, 2020, unless sooner terminated as specified herein.

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
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$300,000

6. Termination.

The number of days of advance written notice required for termination of this contract is 30-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: Joseph A. Frontella, Jr.

Title: Chief Probation Department

Address: 400 Monterey Street

Hollister, California 95023

Telephone No.: 831.636.4070

Fax No.: 831.636.5628

Contract Administrator for CONTRACTOR:

Name: William King

Title: President of King & Associates

Address: 17457 Calle Del Sol

Morgan Hill, CA 95037

Telephone No.: 408.779.4544

Fax No.: 408.779.4544

SIGNATURES

APPROVED BY COUNTY:

Name: Mark Medina

Chair, San Benito County Board of Supervisors

Date: _____

APPROVED BY CONTRACTOR:

Name: William King

Title: President of King & Associates

Date: 5/28/19

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Shirley L. Murphy

By: Shirley L. Murphy, Deputy County Counsel

Date: June 4, 2019

ATTACHMENT A Scope of Services

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

1. Contractor agrees to provide work as the "Facilitator."
2. The Facilitator will work with adults and youth as referred to him by the Probation Department.
3. The Facilitator will provide a program titled, "The principles behind Getting Back on Track" or such curriculum as approved by the San Benito County Probation Department. The program will be administered to:
 - a. Incarcerated youth in Juvenile Hall. These services will be provided to youth individually and /or in groups for four (4) hours per week for 48 weeks annually for a total of 192 hours per year.
 - b. Youth that are *not* in Juvenile Hall. These services will be provided when school is in session, as well as, summer break. This program will be provided to youth in the duration of two (2) hours per week for 48 weeks totaling 96 hours per year.
 - c. Adults at two (2) hour sessions once a week for 48 weeks annually for a total of 96 hours per year at the Community Transition Center (CTC).
 - d. Incarcerated adults at two (2) hour sessions once a week for 48 weeks annually for a total of 96 hours per year at the San Benito County Jail.
 - e. Youth and their parents/guardians at an average of seven (7) hours per week for 42 weeks totaling 294 hours per year ("Getting Back on Track" Parenting Program).
4. Case management services will be provided, as needed.
5. These principal based programs mentioned above are designed to help participants to become more resilient, improve communication, resolve conflicts, reduce stress, and improve decisions making. These programs will provide practical applications in developing the ability to respond calmly to others, work together, handle pressure, and crisis situations.
6. To assist in determining outcome measures of the above programs, the Facilitator will provide statistics of adults, youth, and their parents/guardians served each month to the San Benito County Probation Department utilizing an agreed upon pre/post tool.
7. The Facilitator will provide staff support at Child Family Team Meetings, as needed.
8. The San Benito County Probation Department will coordinate a program orientation with Mr. William King and new Probation Department employees.

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 \$61,920.00

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)

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 following paragraphs apply only as indicated above.

- D-1. CONTRACTOR shall comply with Division 5 of the Welfare and Institutions Code, Titles 9 and 22 of the California Code of Regulations, and all statutes and regulations related thereto.
- D-2. CONTRACTOR shall comply with all statutes and regulations governing the confidentiality of records.
- D-3. CONTRACTOR shall maintain all governing records in compliance with all appropriate federal, state and local requirements.
- D-4. CONTRACTOR shall comply with all Patients' Rights statutes and regulations.

END OF ATTACHMENT D.

ATTACHMENT E
SAN BENITO COUNTY
BUSINESS ASSOCIATE ADDENDUM

- (a) Contractor shall comply with, and assist the County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; “HIPAA”) and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164), hereinafter collectively referred to as the “Privacy Rule.” Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms are used in the Privacy Rule.
- (b) Except as otherwise limited in this Addendum, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of the County as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule with which the County complies.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Addendum, or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum.
- (f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor as a result of a use or disclosure of Protected Health Information by Contractor which is in violation of the requirements of this Agreement.
- (g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, created, or received by Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set; this Protected Health Information will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
- (i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs, pursuant to 45 CFR Section 164.526, at the request of the County or an Individual, and in the time and manner designated by the County.
- (j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County, to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.

- (k) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services (“Secretary”), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County’s compliance with the Privacy Rule.
- (m) A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.
 - (1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.
 - (2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.
- (n) The Parties agree to take action to amend this Agreement from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.



Certificate of Insurance

OCCURRENCE POLICY FORM

Print Date: 10/02/2018

Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0264925601 from 10/15/18 to 10/15/19 at 12:01 AM Standard Time

Named Insured and Address:

William King
17457 Kalle Del Sol
Morgan Hill, CA 95037

Program Administered by:

Healthcare Providers Service Organization
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034
1-800-982-9491
www.hpsso.com

Medical Specialty:

Clinical Counselor/LPCC

Code:

80723

Insurance is provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Excludes Cosmetic Procedures

Professional Liability \$1,000,000 each claim \$3,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability * Malplacement Liability * Personal Injury Liability
* Sexual Misconduct Included in the PL limit shown above subject to \$25,000 aggregate sublimit

Coverage Extensions

Table with 5 columns: Coverage Extension, Amount, Frequency, Sublimit, Aggregate. Includes License Protection, Defendant Expense Benefit, Deposition Representation, Assault, Medical Payments, First Aid, Damage to Property of Others, Information Privacy (HIPAA) Fines and Penalties.

Workplace Liability

Workplace Liability Included in Professional Liability Limit shown above
Fire & Water Legal Liability Included in the PL limit shown above subject to \$150,000 aggregate sublimit
Personal Liability \$1,000,000 aggregate

Total: \$ 120.00

Base Premium \$120.00

Premium reflects Self Employed , Part Time

Policy Forms & Endorsements (Please see attached list for a general description of many common policy forms and endorsements.)

Table with 7 columns of policy form numbers: G-121500-D, G-121503-C, G-121501-C1, G-145184-A, G-147292-A, GSL15563, GSL15564, GSL15565, GSL17101, GSL13424, CNA80051, CNA80052, G-123846-D04, CNA81753, CNA81758, CNA82011, CNA79575

Handwritten signature of Chairman of the Board

Chairman of the Board

Handwritten signature of Secretary

Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance. Master Policy # 188711433



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 30.

MEETING DATE: 6/11/2019

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: Acting- Edgar Nolasco

AGENDA ITEM PREPARER: Gregory Bucknell, PE

SBC DEPT FILE NUMBER: 105

SUBJECT:

RESOURCE MANAGEMENT AGENCY

Accept all bids for the County Service Areas CSA #11(Simmons/Barnes Lane), CSA #5 (Hillcrest), CSA #8 (Bonnieview), CSA #35 (Union Heights), CSA #9 (Ridgemark) Road Maintenance Project, PWB-1903; find VSS International, Inc. as the lowest responsive bidder; award contract to VSS International, Inc. in the amount of \$516,200.00; approve contract and authorize the CAO or Deputy CAO to execute the contract upon receipt of all contract documents required in the Invitation for Bids; and authorize the CAO or Deputy CAO to issue change orders in and amount of not to exceed \$38,310.00; Adopt Resolution approving license agreement with Ridgemark Homes Association for CSA #9 pursuant to Streets & Highways Code 969.5, and authorize the Chair to execute.

SBC FILE NUMBER: 105

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The plans and specifications for these projects were adopted by the Board and authorized for bids on March 19, 2019. Bids were due May 9, 2019 and three bids were received. The Engineer's

Estimate for each location as follows: CSA #11 - \$35,380, CSA #5 - \$86,980, CSA #8 - \$49,290, CSA #35 - \$37,360, and CSA #9 - \$427,670 for a total estimate of \$601,300. Due to packaging these locations into one bid construction contract reduced the amount of mobilization costs and lower unit bid prices thus cultivating receiving the lowest responsible bid received from VSS International, Inc. in the amount of \$516,200.00. The remaining bids received were from Northwest Paving, Inc. in the amount of \$524,689.00 with a final accounting error amount of \$522,689.00, and Graham Contractors, Inc. in the amount of \$534,166.00. A Contract Change Order will be processed after award to deduct CSA #8 Bid Schedule in the amount of \$77,803.75 (15% of the Bid Total) due to insufficient funding for this CSA. Construction is to begin in June and to last two months.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Staff respectfully recommends that the Board:

- 1 . Accept all bids received for the County Service Areas CSA #11 (Simmons/Barnes Lane), CSA #5 (Hillcrest), CSA #8 (Bonnieview), CSA #35 (Union Heights), CSA #9 (Ridgemark) Road Maintenance Project, PWB-1903;
 2. Find VSS International, Inc. as the lowest responsive bidder;
 3. Award contract to VSS International, Inc., in the amount of \$516,200.00;
 - 4 . Approve contract and authorize the CAO or Deputy CAO to execute the contract upon receipt of all documents required in the Invitation for Bids; and
 - 5 . Authorize the CAO or Deputy CAO to issue contract change orders in an amount not to exceed \$38,310.00.
6. Adopt Resolution approving license agreement with Ridgemark Homes Association for CSA #9 pursuant to Streets & Highways Code 969.5, and authorize the Chair to execute.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Bid Document	5/14/2019	Cover Memo
Contract	5/14/2019	Cover Memo
Bid Form	5/14/2019	Cover Memo

CSA #9 – Resolution and Grant of License
Grant of License and Agreement

6/6/2019

Cover Memo

6/6/2019

Cover Memo

SECTION 11. BID FORMS

BIDDER'S BOND

Know All Men by These Present,

That we VSS International, Inc.
PRINCIPAL, and Western Surety Company
as SURETY, are held and firmly bound into the County of San Benito in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County of San Benito, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the County of San Benito we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ 10%.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted the above-mentioned bid to the County of San Benito, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at San Benito, California, on or about May 9, 2019,
(City where bid opening) (Date bid opening)
for County Contract No. PWB-1903 County Service Areas 11-5-8-35-9 Road Maintenance Project

(exact description including location as on proposal)

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the County of San Benito, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHERE OF the above-bounden parties have executed this instrument under their several seals this 30th day of April, 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

VSS International, Inc.

Principal

By [Signature]

Title Jeff Roberts, Senior Vice President

(Corporate Seal)

Western Surety Company

Surety

By [Signature]

Title Kathleen E. Earle, Attorney-in-Fact

(Attach notary acknowledgment for all signatures and attorney-in-fact certificate for signature by surety's representative)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Yolo

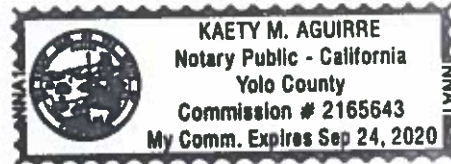
On April 30, 2019 before me, Kaety M. Aguirre, Notary Public
(insert name and title of the officer)

personally appeared Jeff Roberts,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

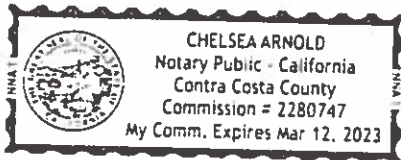
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Contra Costa }

On APR 30 2019 before me, Chelsea Arnold, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kathleen E. Earle
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Chelsea Arnold*
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Steven N Passerine, Kathleen E Earle, Benjamin Wolfe, Anibal Samuel Campos, Individually

of San Ramon, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of August, 2018.



WESTERN SURETY COMPANY

Paul T. Bruffat
Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of August, 2018, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of April, 2019.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

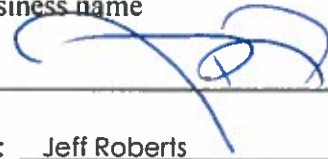
Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder VSS International, Inc., proposed subcontractor _____, hereby certifies that he has , has not , participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: 05/06/2019

VSS International, Inc.
Bidder's business name

By 

Print Name: Jeff Roberts

Title: Senior Vice President

Subscribed and sworn to me this _____ day of _____, 201__.

_____ of _____, State of California
Notary Public in and for the County

My commission expires see attached Notarization
[Notary Stamp]

CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }


COUNTY OF Yolo }

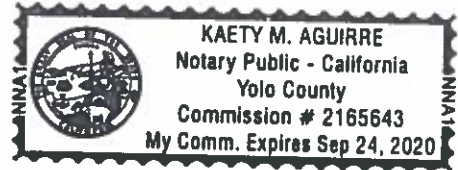
Subscribed and sworn to (or affirmed) before me on this 6th day of May, 2019
Date Month Year

by Jeff Roberts

Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: 
Signature of Notary Public
Kaety M. Aguirre, Notary Public



Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No ✓

If the answer is yes, explain the circumstances in the following space.

Date: 05/06/2019

VSS International, Inc.
Bidder's business name

By 

Print Name: Jeff Roberts

Title: Senior Vice President

Subscribed and sworn to me this _____ day of _____, 201__.

_____ of _____, State of California
Notary Public in and for the County

My commission expires See Attached Notarization
[Notary Stamp]

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STATE OF CALIFORNIA }

COUNTY OF Yolo }

Subscribed and sworn to (or affirmed) before me on this 6th day of May, 2019
Date Month Year

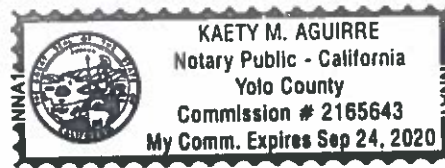
by Jeff Roberts

Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: _____

Signature of Notary Public
Kaety M. Aguirre, Notary Public



Seal
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Number of Pages: _____

Signer(s) Other Than Named Above: _____

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final un-appealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Date: 05/06/2019

VSS International, Inc.

Bidder's business name

By 

Print Name: Jeff Roberts

Title: Senior Vice President

Subscribed and sworn to me this _____ day of _____, 201__.

_____ of _____, State of California

Notary Public in and for the County

My commission expires See attached Notarization

[Notary Stamp]

CALIFORNIA JURAT

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STATE OF CALIFORNIA }


COUNTY OF Yolo }

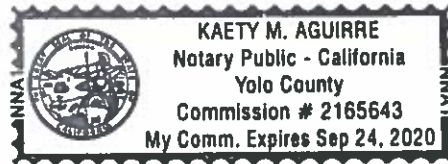
Subscribed and sworn to (or affirmed) before me on this 6th day of May, 2019
Date Month Year

by Jeff Roberts

Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: 
Signature of Notary Public
Kaety M. Aguirre, Notary Public



Seal
Place Notary Seal Above

OPTIONAL

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PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder

has _____, has not

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Bid.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Date: 05/06/2019

VSS International, Inc.
Bidder's business name

By 

Print Name: Jeff Roberts

Title: Senior Vice President

Subscribed and sworn to me this _____ day of _____, 201__.

_____ of _____, State of California
Notary Public in and for the County

My commission expires See attached Notarization
[Notary Stamp]

CALIFORNIA JURAT

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STATE OF CALIFORNIA }

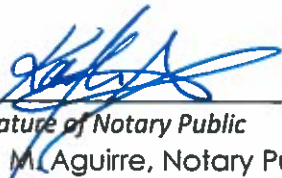
COUNTY OF Yolo }

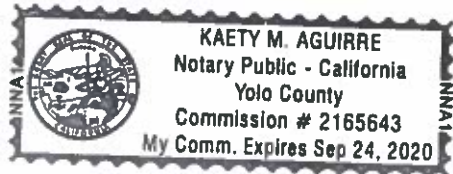
Subscribed and sworn to (or affirmed) before me on this 6th day of May, 2019
Date Month Year

by Jeff Roberts

Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: 
Signature of Notary Public
Kaety M. Aguirre, Notary Public



Seal
Place Notary Seal Above

----- **OPTIONAL** -----

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Number of Pages: _____

Signer(s) Other Than Named Above: _____

NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY / COUNTY of San Benito
PUBLIC WORKS DIVISION

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

CONTRACTOR'S CERTIFICATE AS TO WORKER'S COMPENSATION
(Labor Code section 1861)

Labor Code section 3700 provides, in relevant part:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: 05/06/2019

VSS International, Inc.

Bidder's Business Name

By:  _____

Print Name: Jeff Roberts

Title: Senior Vice President

**AFFIDAVIT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS
TO BE SUBMITTED WITH BID**

(Public Contract Code section 6101)

Public Contract Code section 6101 provides that,

"No state agency or department, as defined in [Public Contract Code] Section 10335.7, that is subject to this code, shall award a public works or purchase contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works or purchase contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

Jeff Roberts (Name), being first duly sworn, deposes and says (1) that he or she is the Senior Vice President (Title) of VSS International, Inc. (DBA), the party making the foregoing Bid; and (2) that the party making the foregoing Bid has not, within the preceding five (5) years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

Dated: 05/06/2019

VSS International, Inc.
Bidder's Business Name

By:  _____

Print Name: Jeff Roberts

Title: Senior Vice President

BID SCHEDULES

**To the Clerk of the Board
San Benito County Board of Supervisors
Ladies and Gentlemen:**

The undersigned as bidder declares that he or she has carefully examined the location of the proposed work, the plans and specifications and the proposed contract annexed thereto and agrees that if this bid is accepted, to contract with San Benito County, in the form of the copy of the contract attached to the specifications, to provide all the materials (except those specifically mentioned to be furnished by the San Benito County), necessary machinery, tools, apparatus, and other means of construction and do all the work specified in the contract in the manner and time set forth for the improvement of the specified work entitled: COUNTY PROJECT NO. PWB-1903, COUNTY SERVICE AREAS 11-5-8-35-9 ROAD MAINTENANCE PROJECT.

Construction shall be in strict conformity with the plans and specifications prepared by the San Benito County Engineer, copies of which are on file in the office of the San Benito County Public Works Department, and which plans and specifications are hereby made a part hereof.

The bidder proposes and agrees to contract with San Benito County to perform all of the work, including subsidiary obligations as defined in said specifications for the following prices to wit:

COUNTY PROJECT NO. PWB-1903

**COUNTY SERVICE AREAS
11-5-8-35-9
ROAD MAINTENANCE PROJECT**

BID SCHEDULES
COUNTY SERVICE AREA 11

<u>Bid Item No.</u>	<u>Bid Item Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Item Total</u>
1	MOBILIZATION	1	LS	\$10,498.75	\$10,498.75
2	CONSTRUCTION AREA SIGNS	1	LS	\$6,000.00	\$6,000.00
3	TRAFFIC CONTROL SYSTEM	1	LS	\$5,000.00	\$5,000.00
4	REMOVE & REPLACE HYDRANT PAVEMENT MARKER (CITY OF HOLLISTER DETAIL B-1-2)	2	EA	\$27.00	\$54.00
5	CRACK TREATMENT	0.1	LNMI	\$84,000.00	\$8,400.00
6	3/8" AGGREGATE GRADATION	61	TON	\$75.00	\$4,575.00
7	ASPHALTIC EMULSION (CHIP SEAL)	7	TON	\$500.00	\$3,500.00
8	FLUSH COAT	13	TON	\$600.00	\$7,800.00
9	REMOVE & REPLACE ASPHALT SURFACING (0.16')	5	CY	\$972.00	\$4,860.00
10	PAINT PAVEMENT MARKINGS ("STOP" & STOP BAR)	44	SQFT	\$4.00	\$176.00
BID SCHEDULE COUNTY SERVICE AREA 11 SUBTOTAL					\$50,863.75

COUNTY SERVICE AREA 5

<u>Bid Item No.</u>	<u>Bid Item Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Item Total</u>
1	MOBILIZATION	1	LS	\$10,498.75	\$10,498.75
2	CONSTRUCTION AREA SIGNS	1	LS	\$6,000.00	\$6,000.00
3	TRAFFIC CONTROL SYSTEM	1	LS	\$5,000.00	\$5,000.00
4	POTHOLE REPAIR	20	SQFT	\$160.00	\$3,200.00
5	REMOVE & REPLACE HYDRANT PAVEMENT MARKER (CITY OF HOLLISTER DETAIL B-1-2)	2	EA	\$27.00	\$54.00
6	3/8" AGGREGATE GRADATION	81	TON	\$75.00	\$6,075.00
7	ASPHALTIC EMULSION (CHIP SEAL)	10	TON	\$650.00	\$6,500.00
8	FLUSH COAT	18	TON	\$600.00	\$10,800.00
9	REMOVE & REPLACE ASPHALT SURFACING (0.16')	43	CY	\$893.00	\$38,399.00
10	PAINT PAVEMENT MARKINGS ("STOP" & STOP BAR)	88	SQFT	\$4.00	\$352.00
11	PAINT PAVEMENT MARKINGS ("STOP" & "AHEAD")	106	SQFT	\$4.00	\$424.00
12	PAINT PAVEMENT MARKINGS (25)	18	SQFT	\$4.00	\$72.00
13	PAINT TRAFFIC STRIPE (CALTRANS DETAIL 1)	1,100	LF	\$2.00	\$2,200.00
14	PAINT TRAFFIC STRIPE (CALTRANS DETAIL 21)	600	LF	\$3.00	\$1,800.00
15	PAINT TRAFFIC STRIPE (CALTRANS DETAIL 27B)	3,400	LF	\$2.00	\$6,800.00
BID SCHEDULE COUNTY SERVICE AREA 5 SUBTOTAL					\$98,174.75

COUNTY SERVICE AREA 8

<u>Bid Item No.</u>	<u>Bid Item Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Item Total</u>
1	MOBILIZATION	1	LS	\$10,498.75	\$10,498.75
2	CONSTRUCTION AREA SIGNS	1	LS	\$6,000.00	\$6,000.00
3	TRAFFIC CONTROL SYSTEM	1	LS	\$5,000.00	\$5,000.00
4	REMOVE & REPLACE HYDRANT PAVEMENT MARKERS (CITY OF HOLLISTER DETAIL B-1-2)	2	EA	\$27.00	\$54.00
5	ADJUST WATER VALVE	3	EA	\$975.00	\$2,925.00
6	POTHOLE REPAIR	60	SQFT	\$110.00	\$6,600.00
7	3/8" AGGREGATE GRADATION	49	TON	\$75.00	\$3,675.00
8	ASPHALTIC EMULSION (CHIP SEAL)	6	TON	\$500.00	\$3,000.00
9	FLUSH COAT	11	TON	\$2,625.00	\$28,875.00
10	REMOVE & REPLACE ASPHALT SURFACING (0.25')	8	CY	\$975.00	\$7,800.00
11	PAINT PAVEMENT MARKINGS ("STOP" & STOP BAR)	44	SQFT	\$4.00	\$176.00
12	PAINT TRAFFIC STRIPE (CALTRANS DETAIL 1)	1,600	LF	\$2.00	\$3,200.00
<p align="center">BID SCHEDULE COUNTY SERVICE AREA 8 SUBTOTAL</p>		<p align="center">\$77,803.75</p>			

COUNTY SERVICE AREA 35

<u>Bid Item No.</u>	<u>Bid Item Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Item Total</u>
1	MOBILIZATION	1	LS	\$2,631.25	\$2,631.25
2	CONSTRUCTION AREA SIGNS	1	LS	\$6,000.00	\$6,000.00
3	TRAFFIC CONTROL SYSTEM	1	LS	\$2,550.50	\$2,550.50
4	REMOVE & REPLACE HYDRANT PAVEMENT MARKERS (CITY OF HOLLISTER DETAIL B-1-2)	4	EA	\$27.00	\$108.00
5	SLURRY SEAL (TYPE II AGGREGATE)	59	TON	\$230.00	\$13,570.00
BID SCHEDULE COUNTY SERVICE AREA 35 SUBTOTAL					\$24,859.75

COUNTY SERVICE AREA 9

<u>Bid Item No.</u>	<u>Bid Item Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Item Total</u>
1	MOBILIZATION	1	LS	\$5,118.00	\$5,118.00
2	CONSTRUCTION AREA SIGNS	1	LS	\$8,000.00	\$8,000.00
3	TRAFFIC CONTROL SYSTEM	1	LS	\$45,420.00	\$45,420.00
4	REMOVE & REPLACE HYDRANT PAVEMENT MARKERS (CITY OF HOLLISTER DETAIL B-1-2)	30	EA	\$27.00	\$810.00
5	REMOVE CENTERLINE PAVEMENT MARKERS	91	EA	\$27.00	\$2,457.00
6	REMOVE & REPLACE ASPHALT SURFACING (0.16')	27	CY	\$900.00	\$24,300.00
7	SLURRY SEAL (TYPE II AGGREGATE)	589	TON	\$230.00	\$135,470.00
8	AGGREGATE BASE (HMA)	6	CY	\$975.00	\$5,850.00
9	3" HMA (TYPE A)	11	TON	\$435.00	\$4,785.00
10	REMOVE BASE & SURFACING	28	CY	\$260.00	\$7,280.00
11	PAINT PAVEMENT MARKINGS ("STOP" & STOP BAR)	738	SQFT	\$4.00	\$2,952.00
12	PAINT TRAFFIC STRIPE (CALTRANS DETAIL 1)	10,860	LF	\$2.00	\$21,720.00
13	PAINT PARALLEL CROSSWALK (CALTRANS DETAIL A24F, BASIC)	84	LF	\$4.00	\$336.00
BID SCHEDULE COUNTY SERVICE AREA 9 SUBTOTAL					\$264,498.00

BID SCHEDULES COUNTY SERVICE AREAS 11-5-8-35-9

TOTAL: This Page replaced by Addendum #1

CONTRACTOR: VSS International, Inc.
(Please Type or Print Business Name)

BY:  **Date:** 05/06/2019
(Signature)

NAME (Please Type or Print): Jeff Roberts, Senior Vice President

The quantities are approximate only, being given as a basis for the comparison of bids; and the Public Works Division does not, expressly or by implication, agree that the actual amounts of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the Engineer. All bids are to be compared on the bid sheet of the quantities to be done.

JOHN GUERTIN, RESOURCE MANAGEMENT AGENCY DIRECTOR
COUNTY OF SAN BENITO
STATE OF CALIFORNIA

NOTES:1. COMPLETE THE FOLLOWING "LIST OF SUBCONTRACTORS" AND "ADDENDUM ACKNOWLEDGEMENT".

LIST OF SUBCONTRACTORS

COUNTY PROJECT NO. PWB-1903

**COUNTY SERVICE AREAS
11-5-8-35-9
ROAD MAINTENANCE PROJECT**

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4 [commencing with Section 4100], Part 1, Division 2 of the Public Contract Code) and any amendments thereto, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime contractor's total bid or \$10,000, whichever is greater, and (b) the portion of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of the work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall: (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by any one other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

Portion of Work	Name of Subcontractor	Location and Place of Business
Striping	Chrisp Company- DIR# 1000000306	43650 Osgood Rd Fremont, CA 94539
Paving	C.F. Archibald Paving- DIR# 1000004140	PO Box 37 Redwood City, CA 94064

ADDENDUM ACKNOWLEDGEMENT

COUNTY PROJECT NO. PWB-1903

**COUNTY SERVICE AREAS
11-5-8-35-9
ROAD MAINTENANCE PROJECT**

TO: COUNTY OF SAN BENITO
Resource Management Agency
Public Works Division
2301 Technology Parkway
Hollister, CA 95023

1. Pursuant to and in compliance with your Notice to Contractors Inviting Formal Bids and with the other documents relating thereto, the undersigned bidder, having become familiar with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, the project plans and specifications, and the other contract documents, hereby proposes and agrees to perform within the time stipulated and to provide and furnish any and all labor, materials, equipment, transportation, utilities, and services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the following project: Project Number **PWB-1903**, all in strict conformity with the drawing details and specifications and other contract documents, including addenda nos. 1, __, __, __, and __, for the sum hereinafter stated.

CONTRACT



COUNTY OF SAN BENITO STATE OF CALIFORNIA

THIS CONTRACT, made and entered into this 11 day of June, 2019 between County of San Benito, a political subdivision of the State of California, hereinafter referred to as County, and Graham Contractors, Inc., hereinafter referred to as Contractor;

WHEREAS, the San Benito County Board of Supervisors caused plans and specifications for the work hereinafter mentioned to be prepared, and approved and adopted the plans and specifications; and

WHEREAS, the San Benito County Board of Supervisors caused to be noticed for the time and in the manner required by law a Notice inviting sealed Bids for the performance of the work described in the adopted plans and specifications; and

WHEREAS, Contractor, in response to the Notice, submitted a sealed Bid for the performance of the work specified in the adopted plans and specifications to the San Benito County Board of Supervisors within the time and in the manner specified in the Notice; and

WHEREAS, in the manner provided by law, the San Benito County Board of Supervisors received, publicly opened and canvassed the Bids submitted in response to the Notice, including the Bid submitted by Contractor; and

WHEREAS, Contractor was the lowest responsive, responsible Bidder for the performance of said work, and the San Benito County Board of Supervisors, as a result of the canvass of Bids submitted, determined and declared Contractor to be the lowest responsive, responsible Bidder for the work and awarded to it a contract therefore.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows:

1. The CONTRACTOR will commence and complete the construction of the following public work project:

County Service Areas 11-5-8-35-9 Road Maintenance Project
COUNTY PROJECT NO. PWB-1903

2. The CONTRACTOR shall do all of the work and furnish all of the materials, supplies, tools, equipment, labor, and other services necessary to construct and complete in a good, workmanlike and substantial manner and to the COUNTY'S satisfaction, the project as described in the Invitation for Bids package, including all of the CONTRACT DOCUMENTS.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within fifteen (15) calendar days after the date of the Notice To Proceed and will complete the same within forty-five (45) working days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Five Hundred Sixteen Thousand Two Hundred Dollars and Zero Cents (\$516,200.00).
5. The term "CONTRACT DOCUMENTS" means and includes the following, all of which documents are incorporated herein by reference:
 - a. INVITATION FOR BIDS "THE BID PACKAGE" INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 - (1) INVITATION FOR BIDS INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 - (a) NOTICE TO CONTRACTORS: INVITATION FOR BIDS
 - (b) BID LIST/SCHEDULE
 - (c) GENERAL PROVISIONS: SAN BENITO COUNTY PUBLIC WORKS AND ROADS PROJECTS
 - (d) SPECIAL PROVISIONS
 - (2) PLANS
 - (3) ADDENDA:

No. 1 dated 03/11/2019, No. 2 dated 03/22/2019, No. 3 dated 03/22/2019
 - b. THE ACCEPTED BID INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 - (1) BIDDER'S BOND
 - (2) EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
 - (3) PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE
 - (4) PUBLIC CONTRACT CODE SECTION 10232 STATEMENT
 - (5) PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT (DEBARMENT AND SUSPENSION CERTIFICATION)
 - (6) NON-COLLUSION AFFIDAVIT
 - (7) BID LIST/SCHEDULE
 - (9) SIGNATURE SHEET
 - (10) LIST OF SUBCONTRACTORS
 - (11) ADDENDUM ACKNOWLEDGEMENT
 - (12) CERTIFICATE AS TO WORKER'S COMPENSATION
 - (13) AFFIDAVIT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS

- c. NOTICE OF AWARD
- d. CONTRACT, SIGNED BY THE COUNTY AND THE CONTRACTOR
- e. PERFORMANCE BOND
- f. PAYMENT BOND
- g. NOTICE TO PROCEED
- h. FUTURE CHANGE ORDERS

All CONTRACT DOCUMENTS are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the CONTRACTOR'S Bid, then this instrument shall control. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the CONTRACTOR'S Bid, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of the Bid conflicting herewith. Where the specific terms and conditions in any of the referenced CONTRACT DOCUMENTS conflict with general terms and conditions in any referenced CONTRACT DOCUMENTS, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in any referenced CONTRACT DOCUMENTS shall remain in full force and effect, to the extent they do not conflict with the specific terms and conditions in any referenced CONTRACT DOCUMENTS.

- 6. The COUNTY will pay to the CONTRACTOR in the manner and at such times set forth in the CONTRACT DOCUMENTS such amounts as required by the CONTRACT DOCUMENTS.
- 7. In lieu of the COUNTY retaining a portion of progress payments due the CONTRACTOR, the CONTRACTOR may elect to deposit qualifying securities equivalent to the amount to be withheld. Upon such deposit under an escrow agreement substantially in the form specified in section 22300(e) of the Public Contracts Code, the funds shall be released.
- 8. Eight (8) hours of labor shall constitute a legal day's work, and the CONTRACTOR or any subcontractor under him, in the performance of the contract, shall not require more than eight (8) hours of labor in any calendar day, or more than forty (40) hours of labor in any calendar week, from any person employed by the CONTRACTOR in the performance of the work under this Contract, except as permitted under the provisions of Section 1815 of the Labor Code of the State of California. The CONTRACTOR shall forfeit, as penalty to the County, twenty-five dollars (\$25.00) for each worker employed by the CONTRACTOR or any subcontractor under the CONTRACTOR in the performance of the contract for each calendar day during which any worker is required or permitted to labor more than eight (8) hours and for each calendar week during which any worker is required or permitted to labor more than forty (40) hours, in violation of the provisions of such Labor Code.
- 9. The Contractor and subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of

Industrial Relations ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

10. Pursuant to Section 1770 et seq. of the California Labor Code, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The statement of prevailing wages appearing in the General Prevailing Wage Rates, as established by the California Department of Industrial Relations, is hereby specifically referred to and by this reference is made a part of this contract. Copies of the Prevailing Wage Scale are available at the following website: http://www.dir.ca.gov/DLSR/statistics_research.html#PWD. Those copies shall be made available to any interested party upon request. Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code section 1775. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or subcontractor. An error on the part of the COUNTY does not relieve the CONTRACTOR or any subcontractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code sections 1770 through 1775.
11. The CONTRACTOR and each subcontractor must keep accurate payroll records of employees on public contracts and certify these records upon request, pursuant to Section 1776 of the California Labor Code and implementing regulations set forth in Title 8, Division 1, Chapter 8, Subchapter 3, sections 16000 and 16400 through 16404 of the California Code of Regulations. Payroll records must be made available for inspection by employees, the County, and the Division of Labor Standards Enforcement. The CONTRACTOR shall be responsible for compliance by the CONTRACTOR'S subcontractors.
12. The CONTRACTOR shall be subject to the examination and audit of the State auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the contract.
13. During the performance of this Contract, Contractor agrees as follows:
 - a. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition (cancer related), marital status, pregnancy, age (over 18), sex, sexual orientation, veteran's status or any other non-merit factor unrelated to job duties. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The Contractor shall, in all solicitations or advertisements for employees by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties.
 - c. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.

14. The CONTRACTOR offers and agrees to assign to the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this CONTRACT. This assignment shall be made and become effective at the time the COUNTY tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.
15. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
16. The following individuals are the parties CONTRACT Administrators:

COUNTY'S Contract Administrator:

Name: Gregory J. Bucknell, PE

Title: Contract Civil Engineer

Address: San Benito County - RMA - PWD
2301 Technology Parkway, Hollister, CA 95023

Phone: 831-902-2160

Cell: 909-838-8315

E-mail: gbucknell@cosb.us

CONTRACTOR'S
Contract Administrator:

Name: Jeff Roberts

Title: Senior Vice President

Address: VSS International, Inc.
3785 Channel Drive
West Sacramento, CA 95691

Phone: 916-373-1500

FAX: 916-373-0183

E-mail: vssi_contracts@slurry.com

This CONTRACT shall not be effective unless and until approved by a duly authorized representative of County of San Benito and San Benito County Counsel.

IN WITNESS WHEREOF, County of San Benito and Contractor have caused this Agreement to be signed as of the day and year first above written.

CONTRACTOR (FIRM)

Jeff Roberts, Senior Vice President

Date_____

Address: VSS International, Inc.

3785 Channel Drive

West Sacramento, CA 95691

Phone: 916-373-1500

FAX: 916-373-0183

Email: vssi_contracts@slurry.com

COUNTY OF SAN BENITO

Edgar Nolasco, Deputy CAO

Date_____

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

G. Michael Ziman, Deputy County Counsel

Date_____

Bid Opening



Bid Name: CSA 11-5-8-35-9 Road Maintenance Project – County Project No. PWB-1903

Bid Opened at: RMA – PWD Office, April 4, 2019 at 2:00 pm

Attended by (County):
Gregory J. Bucknell, PE
Miguel San

Attended by (Public):
Nolan Graham – Graham Contractors, Inc.

Bids Received:

Firm	Date	Time	Base Bid
1 Graham Contractors, Inc.	05/07/19	1:16 PM	\$534,166.00
2. Northwest Paving, Inc.	05/07/19	1:03 PM	\$524,689.00*
3 VSS International, Inc.	05/07/19	2:21PM**	\$516,200.00
4			
5			
6			
7			
8			
9			
10			

*Error - Actual Bid Amount \$519,689.00
 ** Receiving Error Delay by RMA PW Counter

BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO

A RESOLUTION OF THE BOARD OF SUPERVISORS) Resolution No. 2019-____
OF THE COUNTY OF SAN BENITO ACCEPTING)
GRANT OF LICENSE FOR INGRESS AND EGRESS)
WITHIN CSA NO. 9 (RIDGEMARK))
_____)

WHEREAS, Grantor Ridgemark Homes Association, a California nonprofit mutual benefit corporation, has offered to grant a license for ingress and egress to the County of San Benito subject to the terms set forth in, and over the property as more particularly described in, the Grant of License and Agreement dated as of June 11, 2019, which is attached hereto and incorporated herein by reference as Exhibit "A";

WHEREAS, the County of San Benito desires to accept such grant of license in furtherance of the general County interest pursuant to Streets & Highways Code §969.5;

WHEREAS, the Board of Supervisors of San Benito County further finds that the general county interest demands the improvement or repair of privately owned roads (those roads within Ridgemark Homes Association) in exchange for the license for vector inspection and control;

NOW, THEREFORE BE IT RESOLVED, by the Board of Supervisors of San Benito County that the above license for ingress and egress is hereby accepted on behalf of the public, subject to the terms set forth in the attached Grant of License and Agreement, and that the Chair of the Board of Supervisors is hereby authorized to execute same.

PASSED AND ADOPTED by the San Benito County Board of Supervisors at the meeting of said board held on the 11th day of June, 2019, by the following vote:

AYES:
NOES:
ABSTAINING:
ABSENT:

Mark Medina, Chair

ATTEST:

APPROVED AS TO LEGAL FORM:

SAN BENITO COUNTY COUNSEL'S
OFFICE



G. Michael Ziman, Deputy County Counsel

Janet Slibsager, Clerk of the Board

Dated: _____

Dated: June 6, 2019

EXHIBIT “A”

(behind this page)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
San Benito County
Attn: San Benito County Clerk
440 Fifth St., Room 206
County Courthouse
Hollister, CA
95023

With a Copy to:
Office of the County Counsel
481 Fourth St., 2nd Floor
Hollister, CA 95023

RECORDING FEE EXEMPT
PURSUANT TO GOVERNMENT CODE
SECTION 27383

(Space Above Line For Recorder's Use)

GRANT OF LICENSE
AND AGREEMENT

This Grant of License and Agreement is made and entered into between Ridgemark Homes Association, a California non-profit mutual benefit corporation ("RHA" or "Owner") and the County of San Benito, a political subdivision of the State of California ("County") as of June ___, 2019 ("License Agreement").

1) RHA represents and warrants it is the owner of record of certain real property consisting of private roads situated within the unincorporated area of San Benito County, California more particularly described on Exhibit A attached hereto (the "Property"). The Property is located within County Service Area No. 9 ("CSA 9").

2) RHA agrees and does grant to County a revocable, limited license of ingress and egress for the purpose of vector inspection and control ("License"). In consideration of such License, County may provide, at its discretion as to the level, frequency, and type of services to be provided, improvement or repair to privately owned roads located within the Property pursuant to California Streets & Highway Code §969.5. Such improvement or repair will be performed by County at County's sole cost and expense subject to reimbursement of the County by CSA 9 from funds collected by the County from County Service Area #9.

3) County acknowledges and agrees that RHA has locked security gates on the Property and that RHA will provide County with access through the security gates for the

purposes set forth in this License Agreement at times to be mutually decided by County and RHA.

4) RHA and County acknowledge and agree that this License Agreement is for the exclusive use of County, its employees, contractors and agents for the purposes set forth in this License Agreement and not for the general public and that the exclusive right of ingress and egress to the Property may not be assigned, granted or otherwise allowed to any person or entity other than County, its employees, contractors or its agents.

5) County agrees and affirms that any improvement or repair to the privately owned roads located within Property as set forth above are performed pursuant to California Streets & Highway Code §969.5. County agrees that it shall not construe this License Agreement as a basis for declaring RHA's Property to become county highways. County acknowledges and agrees that this License Agreement is not an offer of dedication of RHA's Property to the County of San Benito or to the public. County further agrees that it shall not construe this License Agreement as RHA having dedicated, or consented to the dedication of, any roads for public use.

6) The term of this License Agreement shall be five (5) years from the date of full execution and shall terminate at that time unless renewed by RHA and County in writing.

7) Any notice required to be sent under this agreement or applicable law shall be directed as follows:

County:
County Counsel's Office
Attn: County Counsel
481 Fourth St., 2nd Floor
Hollister, CA 95023

RHA
David Draper, Esq.
50 W. San Fernando St., Ste 1315
San Jose, CA 95113

Resource Management Agency
Attn: Resource Management Agency Director
2301 Technology Parkway
Hollister, CA 95023

8) Except as specifically authorized herein, no rights under this License Agreement may be assigned and no duties under this License Agreement may be delegated by Contractor without the prior written consent of RHA, and any attempted assignment or delegation without such consent shall be void.

9) Should any provision herein be found or deemed to be invalid, this License Agreement 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 License Agreement are declared to be severable.

10) This License Agreement is the entire agreement between the Parties. There are no understandings or agreements pertaining to this License Agreement except as are expressly

stated in writing in this License Agreement or in any document attached hereto or incorporated herein by reference.

11) All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of the Parties hereto.

IN WITNESS WHEREOF, this License Agreement is executed by the duly authorized representatives of RHA and the County on the dates set forth below, and effective upon its recordation.

RHA:

RIDGEMARK HOMES ASSOCIATION,
a California non-profit mutual benefit corporation

By: _____
Dan Valcazar, President

Date: _____

COUNTY:

COUNTY OF SAN BENITO,
a political subdivision of the State of California

By: _____
Mark Medina, Chair

Date: _____

APPROVED AS TO LEGAL FORM:

SAN BENITO COUNTY COUNSEL

By: _____
Barbara J. Thompson, County Counsel

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2019 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2019 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)

Exhibit A
to
Grant of License and Agreement
(behind this page)

EXHIBIT ONE

PARCEL 1:

All those roads as shown on the Map of Ridgemark Estates Unit No. 1 as found recorded May 2, 1972 in Book 8 of Maps, page 1, San Benito County Records, more particularly Ridgemark Drive, Donald Drive and Ray Circle.

PARCEL 2:

All those roads as shown on the Map of Ridgemark Estates Unit No. 2 as found recorded February 27, 1973 in Book 8 of Maps, pages 14 A-E, San Benito County Records, more particularly Ridgemark Drive, Marks Drive, Dots Circle, Florence Court, Terry Court and Barbara's Court.

PARCEL 3:

All those roads as shown on the Map of Ridgemark Estates Unit No. 3 as found recorded April 29, 1976 in Book 8 of Maps, page 48, San Benito County Records, more particularly Marks Drive, Bernice Court, Donald Drive, Bricks Way, Carol Ann's Ct., Caryl Court, and Georges Drive.

PARCEL 4:

All those roads as shown on the Map of Ridgemark Estates Unit No. 4 as found recorded July 12, 1977 in Book 8 of Maps, page 61, San Benito County Records, more particularly Everest Drive, Franks Drive, David Drive, Georges Drive, Ray Circle, Ralphs Drive and Ridgemark Drive.

Excepting therefrom, an undivided one-half interest in all mineral rights, including gas, oil and other hydrocarbons, for the lifetime of the grantor, and upon the death of the grantor, the grantees shall become the owners of all of said minerals free and clear of this reservation, as reserved in Deed from Alexander A. Anderson, a single man, to Gunnar O. Sondeno and Vera Jean Sondeno, husband and wife, dated June 22, 1956 and recorded in Vol. 224 of Official Records, at page 351, San Benito County Records.

Also excepting therefrom, an undivided one-half of all oil, gas and minerals in and under the said premises, as reserved in the Deed from Gunnar O. Sondeno, etux, to Loren F. Paulus, etux, recorded May 10, 1960, Recorder's File No. 74292, San Benito County Records.

PARCEL 5:

All those roads as shown on the Map of Ridgemark Estates Unit No. 7 as found recorded April 12, 1985 in Book 9 of Maps, page 81, San Benito County Records, more particularly Lanini Drive, South Ridgemark Drive, Duffin Drive, Freds Way and Sonny's Way.

EXCEPTING THEREFROM:

1. An undivided one-half (1/2) interest in and to all oil, gas and other hydrocarbon substances under and which may be produced from the land herein conveyed below a depth of 500 feet below the surface of said land. Grantor waives and excludes all rights to enter, or permit any third person to enter, upon the surface of said land or in the subsurface of said land above a depth of 500 feet below the surface of said land, for the purposes of exploring or drilling, operating for, or producing, storing, handling or removing, oil, gas or other hydrocarbon substances, or any one or more of them.

2. All commercial deposits of sand and/or gravel in place below a depth of one foot (1') below the surface of the land herein conveyed. Grantee shall not have any right to mine, or permit any third person to mine, sand and/or gravel from said land for sale or use of said land; provided, however, that Grantee shall have the right to use within the land herein conveyed to the development and improvement of said land such quantities of unprocessed bank run sand and gravel therefrom as Grantee shall deem necessary, but no sand, gravel, concrete or asphalt processing plant or production facilities shall be located on said land. Nor shall the unprocessed bank run sand and gravel for use by Grantee be

removed from said land for such processing and/or protection of concrete or asphaltic concrete.

Grantor expressly waives and excludes all rights to enter, or permit any third person to enter, upon the surface or in the subsurface of said land for the purpose of mining or otherwise removing any of such deposits therefrom.

It is the intention of the Grantor that except only for the limited use of sand/or gravel by Grantee permitted above, such deposits thereof as exist in the land herein conveyed shall not be mined or removed for any commercial purpose, all as reserved in Deed from Bushmont Company, a California Corporation, to Ridgemark Corporation, a California Corporation, dated February 13, 1985 and recorded February 14, 1985, Recorder's File No. 8500849, San Benito County Records

PARCEL 6:

That portion of Sonny's Way as shown on the Map of Ridgemark Bluffs Unit No. 8 Phase II as found recorded April 8, 1987 in Book 10 of Maps, page 12, San Benito County Records.

EXCEPTING THEREFROM:

1. An undivided one-half (1/2) interest in and to all oil, gas and other hydrocarbon substances under and which may be produced from the land herein conveyed below a depth of 500 feet below the surface of land. Grantor waives and excludes all rights to enter, or permit any third person to enter, upon the surface of said land or in the subsurface of said land above a depth of 500 feet below the surface of said land, for the purpose of exploring or drilling operating for, or producing, storing, handling or removing, oil, gas or other hydrocarbon substances, or any or more of them.

2. All commercial deposits of sand and/or gravel in place below a depth of one foot (1') below the surface of the land herein conveyed. Grantee shall not have any right to mine, or permit any third person to mine, sand and/or gravel from said land for sale or use of said land provided, however, that Grantee shall have the right to use within the land herein conveyed in the development and improvement of said land such quantities of unprocessed bank run sand and gravel therefrom as Grantee shall deem necessary, by no sand, gravel, concrete or asphalt processing plant or production facilities shall be located on said land. Nor shall the unprocessed bank run sand and gravel for use by Grantee be removed from said land for such processing and/or production of concrete or asphaltic concrete.

Grantor expressly waives and excludes all rights to enter, or permit any third person to enter, upon the surface or in the subsurface of said land for the purpose of mining or otherwise removing any of such deposits therefrom.

It is the intention of the Grantor that except only for the limited use of sand/or gravel by Grantee permitted above, such deposits thereof as exists in the land herein conveyed shall not be mined or removed for any commercial purpose, all as reserved in Deed from

Bushmont Company, a California Corporation to Ridgemark Corporation, a California Corporation, dated February 13, 1985 and recorded February 14, 1985, Recorder's File No. 8500849, San Benito County Records.

PARCEL 7:

All those roads as shown on the Map of Ridgemark Estates Unit No. 9 as found recorded May 19, 1987 in Book 10 of Maps, page 17, San Benito County Records, more particularly Freds Way, Louise Circle, Bruce Court, Doris Circle, and Lois Circle.

EXCEPTING THEREFROM:

1. An undivided one-half (1/2) interest in and to all oil, gas and other hydrocarbon substances under and which may be produced from the land herein conveyed below a depth of 500 feet below the surface of said land. Grantor waives and excludes all rights to enter, or permit any third person to enter, upon the surface of said land or in the subsurface of said land above a depth of 500 feet below the surface of said land, for the purpose of exploring or drilling operating for, or producing, storing, handling or removing, oil, gas or other hydrocarbon substances, or any one or more of them.

2. All commercial deposits of sand and/or gravel in place below a depth of one foot (1') below the surface of the land

herein conveyed. Grantee shall not have any right to mine, or permit any third person to mine, sand and/or gravel from said land for sale or use off of said land; provided however, that Grantee shall have the right to use within the land herein conveyed in the development and improvement of said land such quantities of unprocessed bank run sand and gravel therefrom as Grantee shall deem necessary, by no sand, gravel, concrete or asphalt processing plant or production facilities shall be located on said land. Nor shall the unprocessed bank run sand and gravel for use by Grantee be removed from said land for such processing and/or production of concrete or asphaltic concrete.

Grantor expressly waives and excludes all rights to enter, or permit any third person to enter, upon the surface or in the subsurface of said land for the purpose of mining or otherwise removing any of such deposits therefrom.

It is the intention of the Grantor that except only for the limited use of sand and/or gravel by Grantee permitted above, such deposits thereof as exists in the land herein conveyed shall not be mined or removed for any commercial purpose, all as reserved in Deed from Bushmont Company, a California Corporation, to Ridgemark Corporation, a California Corporation, dated February 13, 1985 and recorded February 14, 1985, Recorder's File No. 8500849, San Benito County Records.

PARCEL B:

(a) All those roads as shown on the Map of Ridgemark Estates Unit No. 10 as found recorded September 22, 1988 in Book 10 of Maps, page 43, San Benito County Records, more particularly Sonny's Way, Sue Lane (now Bonnie's Lane), Janets Court, Marles Court, Linda Drive, Bobby's Lane, Diane Court, Cheri Court, and Randy's Circle.

(b) Together with that certain piece of land that lies between Lot 569 and Lot 566 as shown on the above said map of Unit 10 bounded by a line more particularly described as follows:

Beginning at the Southwest corner of said Lot 569 and running along the South line thereof South 89° 25' 13" East 144.91 feet to the Southeast corner thereof; thence along the West line of Lots 568 and 567 of said Unit 10 South 0° 02' 34" West 40.00 feet to the Northeast corner of said Lot 566; thence along the North line thereof North 89° 25' 13" West 144.91 feet to the Northwest corner of Lot 566; thence North 0° 02' 34" East 40.00 feet to the point of beginning.

(c) Also including that certain portion of land lying between Lot 507 and 508 as shown on the above said map of Unit No. 10 bounded by a line more particularly described as follows:

Beginning at the Southwest corner of said Lot 507 and running along it's South line North 60° 01' 49" East 100.00 feet to the Southeast corner thereof; thence South 29° 58' 11" East 15.00 feet to the Northeast corner of said Lot 508; thence along the North line of Lot 508 South 60° 01' 49" West 100.00 feet to the Northwest corner thereof; thence North 29° 58' 11" West 15.00 feet to the point of beginning.

(d) Also together with that certain piece of land as shown on the above said map of Unit 10 bounded by a line more particularly described as follows:

Beginning at a point that bears North 59° 48' 18" East 21.92 feet and South 30° 11' 42" East 26.00 feet from the most Southerly corner of Lot 602 and 603 as shown on the above said map of Unit No. 10; thence from said point of beginning along a curve to the right from a tangent which bears North 59° 48' 18" East having a radius of 24.00 feet, central angle of 109° 40' 48" and a length of 45.94 feet; thence South 10° 30' 55" East 56.15 feet; thence along a tangent curve to the right having a radius of 15.00 feet, a central angle of 144° 54' 12" and an arc length of 37.94 feet; thence along a reverse curve to the left having a radius of 150.00 feet, a central angle of 22° 11' 66" and an arc length of 58.12 feet; thence along a reverse curve to the right having a radius of 20.00 feet a central angle of 127° 36' 57" and an arc length of 44.55 feet; thence North 59° 48' 18" East 34.84 feet to the point of beginning.

EXCEPTING THEREFROM:

1. An undivided one-half (1/2) interest in and to all oil, gas and other hydrocarbon substances under and which may be produced from the land herein conveyed below a depth of 500 feet below the surface of said land. Grantor waives and excludes all rights to enter, or permit any third person to enter, upon the surface of said land or in the subsurface

6

of said land above a depth of 500 feet below the surface of said land, for the purpose of exploring or drilling operating for, or producing, storing, handling or removing, oil, gas or other hydrocarbon substances, or any one or more of them.

2. All commercial deposits of sand and/or gravel in place below a depth of one foot (1') below the surface of the land herein conveyed. Grantee shall not have any right to mine, or permit any third person to mine, sand and/or gravel from said land for sale or use off of said land; provided, however, that Grantee shall have the right to use within the land herein conveyed in the development and improvement of said land such quantities of unprocessed bank run sand and gravel therefrom as Grantee shall deem necessary, but no sand, gravel, concrete or asphalt processing plant or production facilities shall be located on said land. Nor shall the unprocessed bank run sand and gravel for use by Grantee be removed from said land for such processing and/or production of concrete or asphaltic concrete.

Grantor expressly waives and excludes all rights to enter, or permit any third person to enter, upon the surface or in the subsurface of said land for the purpose of mining or otherwise removing any of such deposits therefrom.

It is the intention of the Grantor that except only for the limited use of sand and/or gravel by Grantee permitted above, such deposits thereof as exists in the land herein conveyed shall not be mined or removed for any commercial purpose, all as reserved in Deed from Bushmont Company, a California Corporation to Ridgemark Corporation, a California Corporation, dated February 13, 1985 and recorded February 14, 1985, Recorder's File No. 8500849, San Benito County Records.

PARCEL 9:

All those roads as shown on the Map of Ridgemark Estates Unit No. 10, Phase 2 as found recorded June 12, 1991 in Book 11 of Maps, page 8, San Benito County Records, more particularly Sonny's Way.

EXCEPTING THEREFROM:

1. An undivided one-half (1/2) interest in and to all oil, gas and other hydrocarbon substances under and which may be produced from the land herein conveyed below a depth of 500 feet below the surface of said land. Grantor waives and excludes all rights to enter, or permit any third person to enter, upon the surface of said land or in the subsurface of said land above a depth of 500 feet below the surface of said land, for the purpose of exploring or drilling operating for, or producing, storing, handling or removing, oil, gas or other hydrocarbon substances, or any one or more of them.

2. All commercial deposits of sand and/or gravel in place below a depth of one foot (1') below the surface of the land herein conveyed. Grantee shall not have any right to mine, or permit any third person to mine, sand and/or gravel from said land for sale or use off of said land; provided, however, that Grantee shall have the right to use within the land herein conveyed in the development and improvement of said land such quantities of unprocessed bank run sand and gravel therefrom as Grantee shall deem necessary, but no sand, gravel, concrete or asphalt processing plant or production facilities shall be located on said land. Nor shall the unprocessed bank run sand and gravel for use by Grantee be removed from said land for such processing and/or production of concrete or asphaltic concrete.

Grantor expressly waives and excludes all rights to enter, or permit any third person to enter, upon the surface or in the subsurface of said land for the purpose of mining or otherwise removing any of such deposits therefrom.

It is the intention of the Grantor that except only for the limited use of sand and/or gravel by Grantee permitted above, such deposits thereof as exists in the land herein conveyed shall not be mined or removed for any commercial purpose, all as reserved in Deed from Bushmont Company, a California Corporation to Ridgemark Corporation, a California Corporation, dated February 13, 1985 and recorded February 14, 1985, Recorder's File No. 8500849, San Benito County Records.

PARCEL 10:

(a) All those roads as shown on the Map of Ridgemark Estates Unit No. 10, Phase 3, as found recorded April 16, 1992, in Book 11 of Maps, page 28, San Benito County Records, more particularly Sonny's Way, Schmidt Court, and Randy's Circle.

(b) Together with a certain portion of land bounded by a line more particularly described as follows:

Beginning at the North corner common to Lots 551 and 552 of the above said Map and running along a curve to the right from a tangent which bears South 38° 54' 33" West having a radius of 50.00 feet, a central angle of 188° 12' 15" and a length of 164.24 feet, to a point in the East line of Lot 549; thence along a curve to the left having a radius of 20.00 feet, a central angle of 110° 28' 25" and an length of 38.56 feet to a point in the South line of Sonny's Way as shown on the above said map; thence along a non-tangent curve to the right that is 30.00 feet Southerly of as measured at right angles to the centerline of Sonny's Way as shown on the above said Map from a tangent which bears South 63° 21' 38" East having a radius of 320.00 feet, a central angle of 1° 07' 28" and an arc length of 6.28 feet; thence South 62° 14' 10" East 93.84 feet; thence along a tangent curve to the right having a radius of 270.00 feet, a central angle of 7° 36' 12" and an arc length of 35.83 feet; thence along a non-tangent curve to the left from a tangent which bears North 54° 37' 58" West having a radius of 20.00 feet, from a central angle of 115° 06' 21" and an arc length of 40.18 feet; thence along a reverse curve having a radius of 50.00 feet, a central angle of 28° 38' 52" and an arc length of 25.00 feet to the point of beginning.

(c) Also including that certain parcel of land as found described in the Quit Claim Deed from Robert C. Tiffany and Kathryn P. Tiffany to Ridgemark Construction Corporation and Ridgemark Financial Corporation recorded April 3, 1998 at Recorder's File No. 9803927 San Benito County Records.

EXCEPTING THEREFROM:

1. An undivided one-half (1/2) interest in and to all oil, gas and other hydrocarbon substances under and which may be produced therefrom, together with the right of ingress and egress at all times for the purposes of mining, drilling and exploring said land for oil or gas or other hydrocarbons and producing, storing, treating, handling, marketing and removing the same therefrom, as reserved in Deed from Western United Company, a California limited partnership, to Eugene S. Selvage and Jeanne Selvage, his wife, dated August 31, 1954 and recorded December 28, 1954, in Vol. 210 of Official Records, at page 146, San Benito County Records.

EXCEPTING THEREFROM, the following as reserved in Deed from Bushmont Company, a California corporation, to Ridgemark Corporation, a California corporation, recorded February 14, 1985, Recorder's File No. 8500849, San Benito County Records.

1. Subject to the following restrictions, Grantor hereby reserves an undivided 1/2 interest in and to all oil, gas and other hydrocarbon substances under and which may be produced from the land herein conveyed below a depth of 500 feet below the surface of said land. Grantor expressly waives and excludes all right to enter, or permit any third person to enter, upon the surface of said land or in the subsurface of said land above a depth of 500 feet below the surface of said land, for the purpose of exploring or drilling or operating for, or producing, storing, handling or removing, oil, gas or other hydrocarbon substances, or any one or more of them.

2. Subject to the following restrictions, Grantor hereby reserves all commercial deposits of sand and/or gravel in place below a depth of one foot (1') below the surface of the land conveyed. Grantee shall not have any right to mine, or permit any third person to mine, sand and/or gravel from said land for sale or use off of said land; provided, however, that Grantee shall have the right to use within the land herein conveyed in the development and improvement to said land such quantities of unprocessed plant or production facilities shall be located on said land. Nor shall the unprocessed bank run sand and gravel for use by Grantee be removed from said land for such processing and/or production of concrete or asphaltic concrete.

Grantor expressly waives and excludes all rights to enter, or permit any third person to enter, upon the surface or in the subsurface of said land for the purpose of mining or otherwise removing any of such deposits therefrom.

It is the intention of the Grantor that except only for the limited use of sand and/or gravel by Grantee permitted above, such deposits thereof as exists in the land herein conveyed shall not be mined or removed for any commercial purpose.

PARCEL 11:

All that portion of Ralph's Drive shown on the Parcel Map (P.M. No. 1099-98) filed November 25, 1998 in Book 9 of Parcel Maps, at page 23, San Benito County Records.

PARCEL 12:

30' Access Easement as shown on the Parcel Map (P.M. 1003-90) filed October 31, 1991 in Book 8 of Parcel Maps at page 46, San Benito County Records.

NON ACCESS STRIPS AS SHOWN ON THE FOLLOWING NAMED MAPS OF RIDGEMARK ESTATES:

UNIT NO. 1, recorded May 2, 1972 in Book 8 of Maps, at page 1, San Benito County Records;

UNIT NO. 2, recorded February 27, 1973 in Book 8 of Maps, at page 14 A-E, San Benito County Records;

UNIT NO. 3, recorded April 29, 1976 in Book 8 of Maps, at page 48, San Benito County Records;

UNIT NO. 4, recorded July 123, 1977 in Book 8 of Maps, at page 61, San Benito County Records;

UNIT NO. 8, Phase I, recorded November 20, 1985 in Book 9 of Maps, at page 87, San Benito County Records;

UNIT NO. 8, Phase II, recorded April 8, 1988 in Book 10 of Maps, at page 12, San Benito County Records;

UNIT NO. 10, recorded September 22, 1988 in Book 10 of Maps, at page 43, San Benito County Records;

UNIT NO. 10 Phase 2, recorded June 12, 1991 in Book 11 of Maps, at page 8, San Benito County Records;

UNIT NO. 10 Phase 3, recorded April 16, 1992 in Book 11 of Maps, at page 28, San Benito County Records;

AND AS SHOWN ON THOSE CERTAIN PARCEL MAPS AS FOLLOWS:

PARCEL MAP NO. 1003-90 recorded October 31, 1991 in Book 8 of Parcel Maps, at page 46, San Benito County Records;

PARCEL MAP NO. 1004-90 recorded July 30, 1990 in Book 8 of Parcel Maps, at page 11, San Benito County Records;

PARCEL MAP NO. 1005-90 recorded July 30, 1990 in Book 8 of Parcel Maps, at page 12, San Benito County Records;

PARCEL MAP NO. 1099-98 recorded November 25, 1998 in Book 9 of Parcel Maps, at page 23, San Benito County Records; and

in Deed from Ridgemark Corporation, a California corporation, to Kenneth A. Bettencourt and Janice M. Bettencourt, husband and wife, recorded March 8, 1995, Recorder's File No. 9501991, San Benito County Records.

TOGETHER WITH that certain "Dam Maintenance Easement" as shown on the map of Ridgemark Estates Unit No. 2 recorded February 27, 1973 in Book 8 of Maps, at pages 14 A-E, San Benito County Records. Excepting therefrom that portion thereof lying within Lot 4 according to the Parcel Map (P.M. No. 1099-98) filed November 25, 1998 in Book 9 of Parcel Maps, at page 23, San Benito County Records.

TOGETHER WITH those certain drainage easements labeled "Drainage Easement 2.964 Acres" and "Drainage Easement Drainage Retention Pond" as shown on the Map of Ridgemark Estates Unit No. 3 recorded April 29, 1976 in Book 8 of Maps, at page 48, San Benito County Records.

TOGETHER WITH that certain "Dam Maintenance Easement and P.U.E." as shown on the map of Ridgemark Estates Unit No. 4 recorded July 12, 1977 in Book 8 of Maps at page 61, San Benito County Records. Excepting therefrom that portion thereof lying within Lot 4 according to the Parcel Map (P.M. No. 1099-98) filed November 25, 1998 in Book 9 of Parcel Maps, at page 23, San Benito County Records.

TOGETHER WITH that certain drainage easement labeled "Easement for Drainage Retention Pond: 1.8019 acres" as shown on the map of Ridgemark Estates Unit No. 7 recorded April 12, 1985 in Book 9 of Maps, at page 81, San Benito County Records.

All right title and interest in that certain parcel of land conveyed to Ridgemark HomeOwners Association by Ridgemark Corporation, a California Corporation, recorded Aug. 22, 1977, Recorders file #138604, San Benito County Records.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

San Benito County
Attn: San Benito County Clerk
440 Fifth St., Room 206
County Courthouse
Hollister, CA
95023

With a Copy to:
Office of the County Counsel
481 Fourth St., 2nd Floor
Hollister, CA 95023

RECORDING FEE EXEMPT
PURSUANT TO GOVERNMENT CODE
SECTION 27383

(Space Above Line For Recorder's Use)

GRANT OF LICENSE
AND AGREEMENT

This Grant of License and Agreement is made and entered into between Ridgemark Homes Association, a California non-profit mutual benefit corporation ("RHA" or "Owner") and the County of San Benito, a political subdivision of the State of California ("County") as of June ___, 2019 ("License Agreement").

1) RHA represents and warrants it is the owner of record of certain real property consisting of private roads situated within the unincorporated area of San Benito County, California more particularly described on Exhibit A attached hereto (the "Property"). The Property is located within County Service Area No. 9 ("CSA 9").

2) RHA agrees and does grant to County a revocable, limited license of ingress and egress for the purpose of vector inspection and control ("License"). In consideration of such License, County may provide, at its discretion as to the level, frequency, and type of services to be provided, improvement or repair to privately owned roads located within the Property pursuant to California Streets & Highway Code §969.5. Such improvement or repair will be performed by County at County's sole cost and expense subject to reimbursement of the County by CSA 9 from funds collected by the County from County Service Area #9.

3) County acknowledges and agrees that RHA has locked security gates on the Property and that RHA will provide County with access through the security gates for the

purposes set forth in this License Agreement at times to be mutually decided by County and RHA.

4) RHA and County acknowledge and agree that this License Agreement is for the exclusive use of County, its employees, contractors and agents for the purposes set forth in this License Agreement and not for the general public and that the exclusive right of ingress and egress to the Property may not be assigned, granted or otherwise allowed to any person or entity other than County, its employees, contractors or its agents.

5) County agrees and affirms that any improvement or repair to the privately owned roads located within Property as set forth above are performed pursuant to California Streets & Highway Code §969.5. County agrees that it shall not construe this License Agreement as a basis for declaring RHA's Property to become county highways. County acknowledges and agrees that this License Agreement is not an offer of dedication of RHA's Property to the County of San Benito or to the public. County further agrees that it shall not construe this License Agreement as RHA having dedicated, or consented to the dedication of, any roads for public use.

6) The term of this License Agreement shall be five (5) years from the date of full execution and shall terminate at that time unless renewed by RHA and County in writing.

7) Any notice required to be sent under this agreement or applicable law shall be directed as follows:

County:

County Counsel's Office
Attn: County Counsel
481 Fourth St., 2nd Floor
Hollister, CA 95023

RHA

David Draper, Esq.
50 W. San Fernando St., Ste 1315
San Jose, CA 95113

Resource Management Agency
Attn: Resource Management Agency Director
2301 Technology Parkway
Hollister, CA 95023

8) Except as specifically authorized herein, no rights under this License Agreement may be assigned and no duties under this License Agreement may be delegated by Contractor without the prior written consent of RHA, and any attempted assignment or delegation without such consent shall be void.

9) Should any provision herein be found or deemed to be invalid, this License Agreement 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 License Agreement are declared to be severable.

10) This License Agreement is the entire agreement between the Parties. There are no understandings or agreements pertaining to this License Agreement except as are expressly

stated in writing in this License Agreement or in any document attached hereto or incorporated herein by reference.

11) All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of the Parties hereto.

IN WITNESS WHEREOF, this License Agreement is executed by the duly authorized representatives of RHA and the County on the dates set forth below, and effective upon its recordation.

RHA:

RIDGEMARK HOMES ASSOCIATION,
a California non-profit mutual benefit corporation

By: _____
Dan Valcazar, President

Date: _____

COUNTY:

COUNTY OF SAN BENITO,
a political subdivision of the State of California

By: _____
Mark Medina, Chair

Date: _____

APPROVED AS TO LEGAL FORM:

SAN BENITO COUNTY COUNSEL

By: Barbara Thompson
Barbara J. Thompson, County Counsel

Date: 6/6/19

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2019 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2019 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 31.

MEETING DATE: 6/11/2019

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: Acting- Edgar Nolasco

AGENDA ITEM PREPARER: Gregory J. Bucknell, PE

SBC DEPT FILE NUMBER: 105

SUBJECT:

RESOURCE MANAGEMENT AGENCY

Accept all bids for the John Smith Road CIR Maintenance at Fairview Road – PWD-1907, find Granite Rock Company as the lowest responsive responsible bidder, award contract to Granite Rock Company in the amount of \$315,646.60, approve contract and authorize the CAO or the Deputy CAO to execute the contract upon receipt of all contract documents required in the invitation for Bids, and authorize the CAO or Deputy CAO to issue change orders in an amount of not to exceed \$28,282.33.

SBC FILE NUMBER: 105

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

On April 2, 2019, the Board of Supervisors delegated authority to the County Administrative (CAO) to move forward with the John Smith Road overlay project through an Invitation for Bids (IFB) process. Authorize the CAO to approve the scope of work for the project not exceed \$375,000; Approve budget adjustment increasing appropriation in the amount of \$375,000 for the transfer of fund balance from Integrated Waste Management to the road Fund and \$375,000 for

increased appropriations in the road Fund for expenditures related to the overlay project.

Bids were due on May 16, 2019 and two bids were received. Staff has identified Granite Rock Company as the lowest responsive responsible bidder, in the amount of \$315,646.60. The other bid received was from MCK Services, Inc. in the amount of \$365,264.80. The Engineer's Estimate was \$336,750.00.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Staff respectfully recommends that the Board:

- 1 . Accept all bids received for the John Smith Road CIR Maintenance at Fairview Road PWB-1907;
2. Find Granite Rock Company as the lowest responsive bidder;
3. Award contract to Granite Rock Company in the amount of \$315,646.60;
- 4 . Approve contract and authorize the CAO or the Deputy CAO to execute the contract upon receipt of all documents required in the Invitation for Bids; and
- 5 . Authorize the CAO or the Deputy CAO to issue contract change orders in an amount not to exceed \$28,282.33

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Bid Opening Form	5/17/2019	Cover Memo
Contract.	6/6/2019	Cover Memo

Bid Opening



Bid Name: John Smith Road CIR Maintenance at Fairview Road PWB-1907

Bid Opened at: RMA – PWD Office, May 16, 2019 at 2:00 PM

Attended by (County):

Attended by (Public):

Gregory J. Bucknell, PE

Cindy Short, Representative – Graniterock

Miguel Sanchez

Bids Received:

Firm	Date	Time	Base Bid
1 Graniterock	05/16/19	1:55 PM	\$315,646.60
2 MCK Services, Inc	05/16/19	10:40 AM	\$365,264.80
3			
4			
5			
6			
7			
8			
9			
10			

CONTRACT



COUNTY OF SAN BENITO STATE OF CALIFORNIA

THIS CONTRACT, made and entered into this 11 day of June, 2019 between County of San Benito, a political subdivision of the State of California, hereinafter referred to as County, and Granite Rock Company, hereinafter referred to as Contractor;

WHEREAS, the San Benito County Board of Supervisors caused plans and specifications for the work hereinafter mentioned to be prepared, and approved and adopted the plans and specifications; and

WHEREAS, the San Benito County Board of Supervisors caused to be noticed for the time and in the manner required by law a Notice inviting sealed Bids for the performance of the work described in the adopted plans and specifications; and

WHEREAS, Contractor, in response to the Notice, submitted a sealed Bid for the performance of the work specified in the adopted plans and specifications to the San Benito County Board of Supervisors within the time and in the manner specified in the Notice; and

WHEREAS, in the manner provided by law, the San Benito County Board of Supervisors received, publicly opened and canvassed the Bids submitted in response to the Notice, including the Bid submitted by Contractor; and

WHEREAS, Contractor was the lowest responsive, responsible Bidder for the performance of said work, and the San Benito County Board of Supervisors, as a result of the canvass of Bids submitted, determined and declared Contractor to be the lowest responsive, responsible Bidder for the work and awarded to it a contract therefore.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows:

1. The CONTRACTOR will commence and complete the construction of the following public work project:

John Smith Road CIR Maintenance at Fairview Road
COUNTY PROJECT NO. PWB-1907

2. The CONTRACTOR shall do all of the work and furnish all of the materials, supplies, tools, equipment, labor, and other services necessary to construct and complete in a good, workmanlike and substantial manner and to the COUNTY'S satisfaction, the project as described in the Invitation for Bids package, including all of the CONTRACT DOCUMENTS.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within fifteen (15) calendar days after the date of the Notice To Proceed and will complete the same within twenty-five (25) working days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Three Hundred and Fifteen Thousand Six Hundred Forty-Six Dollars and Sixty Cents (\$315,646.60).
5. The term "CONTRACT DOCUMENTS" means and includes the following, all of which documents are incorporated herein by reference:
 - a. INVITATION FOR BIDS "THE BID PACKAGE" INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 - (1) INVITATION FOR BIDS INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 - (a) NOTICE TO CONTRACTORS: INVITATION FOR BIDS
 - (b) BID LIST/SCHEDULE
 - (c) GENERAL PROVISIONS: SAN BENITO COUNTY PUBLIC WORKS AND ROADS PROJECTS
 - (d) SPECIAL PROVISIONS
 - (2) PLANS
 - (3) ADDENDA:
No. _____, dated
 - b. THE ACCEPTED BID INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 - (1) BIDDER'S BOND
 - (2) EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
 - (3) PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE
 - (4) PUBLIC CONTRACT CODE SECTION 10232 STATEMENT
 - (5) PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT (DEBARMENT AND SUSPENSION CERTIFICATION)
 - (6) NON-COLLUSION AFFIDAVIT
 - (7) BID LIST/SCHEDULE
 - (8) SIGNATURE SHEET
 - (9) LIST OF SUBCONTRACTORS
 - (10) ADDENDUM ACKNOWLEDGEMENT
 - (11) CERTIFICATE AS TO WORKER'S COMPENSATION
 - (12) AFFIDAVIT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS

- c. NOTICE OF AWARD
- d. CONTRACT, SIGNED BY THE COUNTY AND THE CONTRACTOR
- e. PERFORMANCE BOND
- f. PAYMENT BOND
- g. NOTICE TO PROCEED
- h. FUTURE CHANGE ORDERS

All CONTRACT DOCUMENTS are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the CONTRACTOR'S Bid, then this instrument shall control. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the CONTRACTOR'S Bid, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of the Bid conflicting herewith. Where the specific terms and conditions in any of the referenced CONTRACT DOCUMENTS conflict with general terms and conditions in any referenced CONTRACT DOCUMENTS, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in any referenced CONTRACT DOCUMENTS shall remain in full force and effect, to the extent they do not conflict with the specific terms and conditions in any referenced CONTRACT DOCUMENTS.

- 6. The COUNTY will pay to the CONTRACTOR in the manner and at such times set forth in the CONTRACT DOCUMENTS such amounts as required by the CONTRACT DOCUMENTS.
- 7. In lieu of the COUNTY retaining a portion of progress payments due the CONTRACTOR, the CONTRACTOR may elect to deposit qualifying securities equivalent to the amount to be withheld. Upon such deposit under an escrow agreement substantially in the form specified in section 22300(e) of the Public Contracts Code, the funds shall be released.
- 8. Eight (8) hours of labor shall constitute a legal day's work, and the CONTRACTOR or any subcontractor under him, in the performance of the contract, shall not require more than eight (8) hours of labor in any calendar day, or more than forty (40) hours of labor in any calendar week, from any person employed by the CONTRACTOR in the performance of the work under this Contract, except as permitted under the provisions of Section 1815 of the Labor Code of the State of California. The CONTRACTOR shall forfeit, as penalty to the County, twenty-five dollars (\$25.00) for each worker employed by the CONTRACTOR or any subcontractor under the CONTRACTOR in the performance of the contract for each calendar day during which any worker is required or permitted to labor more than eight (8) hours and for each calendar week during which any worker is required or permitted to labor more than forty (40) hours, in violation of the provisions of such Labor Code.
- 9. The Contractor and subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of

Industrial Relations ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

10. Pursuant to Section 1770 et seq. of the California Labor Code, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The statement of prevailing wages appearing in the General Prevailing Wage Rates, as established by the California Department of Industrial Relations, is hereby specifically referred to and by this reference is made a part of this contract. Copies of the Prevailing Wage Scale are available at the following website: http://www.dir.ca.gov/DLSR/statistics_research.html#PWD. Those copies shall be made available to any interested party upon request. Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code section 1775. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or subcontractor. An error on the part of the COUNTY does not relieve the CONTRACTOR or any subcontractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code sections 1770 through 1775.
11. The CONTRACTOR and each subcontractor must keep accurate payroll records of employees on public contracts and certify these records upon request, pursuant to Section 1776 of the California Labor Code and implementing regulations set forth in Title 8, Division 1, Chapter 8, Subchapter 3, sections 16000 and 16400 through 16404 of the California Code of Regulations. Payroll records must be made available for inspection by employees, the County, and the Division of Labor Standards Enforcement. The CONTRACTOR shall be responsible for compliance by the CONTRACTOR'S subcontractors.
12. The CONTRACTOR shall be subject to the examination and audit of the State auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the contract.
13. During the performance of this Contract, Contractor agrees as follows:
 - a. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition (cancer related), marital status, pregnancy, age (over 18), sex, sexual orientation, veteran's status or any other non-merit factor unrelated to job duties. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The Contractor shall, in all solicitations or advertisements for employees by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties.
 - c. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.

14. The CONTRACTOR offers and agrees to assign to the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this CONTRACT. This assignment shall be made and become effective at the time the COUNTY tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.
15. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
16. The following individuals are the parties CONTRACT Administrators:

COUNTY'S Contract Administrator:

Name: Gregory J. Bucknell, PE

Title: Contract Civil Engineer

Address: San Benito County - RMA - PWD

2301 Technology Parkway, Hollister, CA 95023

Phone: 831-902-2160

Cell: 909-838-8315

E-mail: gbucknell@cosb.us

CONTRACTOR'S
Contract Administrator:

Name: Marina Viera

Title: Project Analyst

Address: Graniterock

5225 Hellyer #220, San Jose, CA 95138

Phone: 408-574-1467

FAX: 408-365-9548

E-mail: mviaera@Graniterock.com

This CONTRACT shall not be effective unless and until approved by a duly authorized representative of County of San Benito and San Benito County Counsel.

IN WITNESS WHEREOF, County of San Benito and Contractor have caused this Agreement to be signed as of the day and year first above written.

CONTRACTOR (FIRM)

Rodney Jenny, Executive President

Date _____

Address: Graniterock

5225 Hellyer #220, San Jose, CA 95138

Phone: 408-574-1421

Cell: 408-476-6853

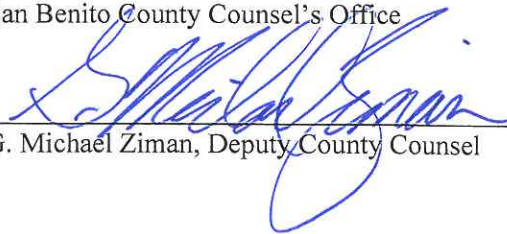
Email: Rjenny@graniterock.com

COUNTY OF SAN BENITO

Edgar Nolasco, Deputy CAO

Date _____

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



G. Michael Ziman, Deputy County Counsel

Date June 6, 2019



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 32.

MEETING DATE: 6/11/2019

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: Acting- Edgar Nolasco

AGENDA ITEM PREPARER: Michael Kelly

SBC DEPT FILE NUMBER:

SUBJECT:

RESOURCE MANAGEMENT AGENCY

Approve a contract with Denise Duffy & Associates, Inc., for environmental review services for the preparation of the Initial Study for the proposed grading and building project at the western end of Buena Vista Road for the term of May 8, 2019, through December 31, 2019, in the amount not to exceed \$35,560.00.

SBC FILE NUMBER: 790

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

A Reimbursement Agreement with the project applicant, Michael Chen, will be considered by the Board of Supervisors prior to the start of this Contract. The Reimbursement Agreement is for full reimbursement of County costs related to environmental review of the proposed grading and building project at the western end of Buena Vista Road. An Initial Study will be completed to evaluate the potential environmental impacts and propose any mitigation measures if needed for this project.

The proposed project the proposed development on a 53.63-acre property located at the western end of Buena Vista Road (Assessor's Parcel Number 018-040-006) for a complex of shipping containers and a greenhouse with an access road across the property's width, together with a homesite and associated earthmoving.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Approve a contract with Denise Duffy & Associates, Inc., for environmental review services for the preparation of the Initial Study for the proposed grading and building project at the western end of Buena Vista Road for the term of May 8, 2019, through December 31, 2019, in the amount not to exceed \$35,560.00.

Authorize RMA Director to extend the contract for an additional two-year period if necessary and approve amendments of up to 10% of the contract amount.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Contract	5/17/2019	Cover Memo

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.: 831-636-4170

Fax No.: 831-636-4176

Contract Administrator for CONTRACTOR:

Name: Denise Duffy & Associates, Inc.

Title: Principal

Address: 947 Cass Street, Suite 5

Monterey CA 93940

Telephone No.: 831-373-4341

Fax No.: 831-373-1417

SIGNATURES

APPROVED BY COUNTY:

Name: Mark Medina

Title: Chair, County Board of Supervisors

Date: _____

APPROVED BY CONTRACTOR:



Name: Denise Duffy

Title: Principal

Date: 5/8/19

APPROVED AS TO LEGAL FORM:

San Benito County Counsel



By: G. Michael Ziman, Deputy County Counsel

Date: May 19, 2019

ATTACHMENT A

Scope of Services

Project Understanding

Project Description

The Project would result in the construction and installation of 14 shipping containers on concrete slab foundations and a greenhouse area on a primarily undeveloped site. In addition, the Project also entails a new access drive and parking spaces. Development related activities would occur on a 15,760 square foot area. The shipping containers would be used for a variety of agricultural and agricultural support related purposes. More specifically, two (2) containers would be used as chicken coops, one (1) would be used as an office space, three (3) would be used for storage purposes (e.g., greenhouse fertilizer and pesticides), two (2) would be used for feed storage, two (2) for tool/equipment storage, and the remaining four (4) containers would be used for miscellaneous ranch/office warehouse storage. In addition to the installation of 14 shipping containers, the Project also includes proposed uses for the raising of up to 20 cattle, planting of fruit trees, and growing of vegetables inside the greenhouse and outside on the flatter portions of the site. The Project would result in 2,668 cubic yards of cut and 2,766 cubic yards of fill, primarily from construction of the access drive, concrete foundations, and greenhouse. The Project also includes the construction of a retention pond. An existing private well would serve the project and wastewater would be disposed of on-site via an on-site septic system.

Project Location

The Project site consists of a 53.63-acre site that is designated Rangeland (“RG”) under the San Benito County 2035 General Plan. The project site is currently zoned Agricultural Rangeland (“AR”). The site is generally undeveloped. The site and neighboring properties generally consist of hilly grassland suitable for livestock grazing, in addition to several single-family residences located along Buena Vista Road. The project site also contains a Pacific Gas & Electric (“PG&E”) operated gas transmission pipeline which runs along the property in an easement.

Scope of Work

The following are the specific tasks to complete the scope of work:

Task 1. Project Initiation/Data Collection

This task consists of initial project review and consultation with County RMA staff and other interested parties, as determined appropriate. The purpose of this task is to: 1) collect and review relevant background information related to the project site; 2) confirm expectations related to specific deliverables, format of products, level of detail required, staff assignments and roles, and

appropriate paths of communication; and, 3) discuss critical milestones and finalize the schedule. Data gathered as part of this task will be reviewed and used to develop a comprehensive picture of the physical, technical, and environmental resources that may be affected by the Project. This information will be utilized in developing a comprehensive assessment of known environmental constraints affecting the area, as supplemented by specific information developed in subsequent tasks. The purpose of this task is to build upon Consultant's knowledge of the area by using existing documentation, including the IS/MND previously prepared for the project site, where feasible to avoid redundant analysis. This task assumes that the Consultant Project Manager will participate in an initial kick-off meeting/conference call with County RMA staff.

This task assumes an additional two (2) conference calls with County RMA staff to coordinate logistical aspects related to the Project and to confirm project approach.

- Deliverables: Schedule, Communication Protocol, Milestones
- County RMA Responsibilities: N/A

Task 2. Project Description

As part of this task, Consultant will develop a comprehensive project description in coordination with County RMA staff based on available information provided by the County RMA and the Project Applicant. Consultant will coordinate directly with the County RMA to create a project description consistent with the requirements of CEQA Guidelines Section 15124. A thorough and detailed project description is critical to the environmental review process and helps to: 1) avoid uncertainty during the environmental review process; 2) reduce cost; and, 3) avoid delays and related expenses. Consultant will prepare an Administrative Draft Project Description for review and comment by County RMA staff. Upon receipt of written comments, Consultant will revise the project description. The revised project description will constitute the final project description that will be used for the purposes of CEQA review. This description will also be used for the purposes of the technical reports discussed below.

Please note that this task assumes one (1) round of comments on the Administrative Draft Project Description. Consultant will be available for one (1) conference call and/or meeting to review comments.

- Deliverables: Administrative Draft Project Description, Final Project Description
- County RMA Responsibilities: Comments

Task 3. Technical Studies & Biological Survey

Based on the information provided in County RMA's RFP, Consultant has identified that additional technical analysis is warranted in the areas of cultural resources and biological resources. For the purposes of this scope of work, the geological study that was previously prepared for the project site is assumed to be sufficient for the purposes of CEQA analysis. If, however, it is determined that an update to the existing geological report is required, Consultant

will retain the services of a qualified geological consulting firm to prepare an update to the existing technical analysis. This work is not included in this scope of work and would require a contract amendment.

Consultant will retain a Cultural Resources Subconsultant to prepare a Cultural Resources Assessment that will summarize potential constraints or cultural resources impacts associated with the construction and operation of the project. Please note that this scope of work assumes that the Cultural Resources Subconsultant will be available on a limited basis to help facilitate consultation with Tribal Representatives pursuant to AB 52. It is assumed that the County RMA will undertake the required consultation process with support from the Cultural Resources Subconsultant. As part of this task, Consultant will be responsible for: 1) the on-going management of its technical subconsultant; and 2) reviewing and commenting on draft technical reports to ensure they satisfy the requirements of CEQA.

As part of this task, Consultant will also conduct a site survey/field evaluation of potential biological resources affected by the Project. Information developed as part of the site survey/field evaluation will be incorporated into the IS/MND as part of the Biological Resources section. Consultant will also review available reference materials, including the California Department of Fish and Wildlife's ("CDFW's") California Natural Diversity Database ("CNDDDB") occurrence reports, U.S. Fish and Wildlife Service ("USFWS") species lists, aerial photographs, and other relevant biological documentation, including information contained in the prior IS/MND prepared for the project site. The IS/MND will include an evaluation of general habitat features at the project site and local vicinity based on the results of the reconnaissance survey. In addition, the IS/MND will also assess potential habitat for special-status plant and wildlife species. Results of the survey will provide a basis for a determination of the potential for impacts to occur and will be based in part on the analysis contained in the prior IS/MND. Reconnaissance-level surveys do not include focused botanical surveys, protocol-level surveys for listed species, or jurisdictional wetland determinations. However, evaluation of the project areas during the survey effort will determine the necessity for additional focused surveys and Consultant is available to perform these surveys, if necessary.

Please note that a separate biological report will not be prepared as part of this task. Rather, the biological survey information will be incorporated directly into the Biological Resources section of the IS/MND.

- Deliverables: Administrative Draft Cultural Resources Assessment, comments, Final Cultural Resources Assessment
- County RMA Responsibilities: Comments

Task 4. Administrative Draft IS/MND

Consultant will prepare the Administrative Draft IS/MND for the project pursuant to CEQA Guidelines §§ 15063, which will include the following:

- A brief description of the Project, including its location;
- An identification of the environmental setting in the vicinity of the project site, as it exists before commencement of the Project, from both a local and regional perspective;
- An identification of the environmental effects of the Project using an environmental checklist, including brief narratives supporting conclusions identified in the checklist. The explanations may reference another source of information through citation to the document by page or pages where the information may be found;
- Recommended feasible mitigation measures, as necessary;
- Determination of consistency with local plans and zoning; and,
- A listing of report preparers and bibliography.

The Administrative Draft IS/MND will be based on project-specific information developed as part of the technical analyses described above, as well as existing baseline information contained in the County of San Benito's General Plan, Zoning Code, and other supporting technical documentation. As part of the IS/MND, Consultant will incorporate the findings of the biological survey conducted as part of Task 3 above into the Biological Resources section of the IS/MND. The biological survey and associated analysis will be based in part on existing documentation prepared in support of the prior IS/MND prepared for the property, but will be updated to reflect current site conditions. A separate biological report will not be prepared. The analysis contained in the Biological Resources section of the IS/MND and will address the following:

- A description of the existing biological resources on and surrounding the site, including sensitive habitats, and potential habitat for special-status species;
- Consultant biologists will conduct site reconnaissance, review appropriate biotic databases, map habitat types, and identify known or anticipated special-status species present in the project site;
- An analysis of the direct and indirect impacts of the Project, including tree or vegetation removal and impacts to habitat and wildlife; and,
- Identification of mitigation for any significant biological impacts.

The Administrative Draft IS/MND will be submitted to County RMA staff for review and comment.

This task assumes that Consultant will submit one (1) electronic copy of the IS/MND to the project team. Written comments will be incorporated into the public review Draft IS/MND as discussed below. Consultant will be available for one (1) conference call and/or meeting to address comments, if determined necessary.

- Deliverables: Administrative Draft IS/MND
- County RMA Responsibilities: Comments

Task 5. Draft IS/MND, Noticing, & Distribution

Based on comments received on the Administrative Draft IS/MND, Consultant will revise the IS/MND to incorporate comments, as appropriate. Consultant will subsequently submit a Screen-Check Draft IS/MND for review prior to public circulation. Upon receipt of the final comments, Consultant will incorporate any final revisions/comments and prepare the public-review Draft IS/MND for distribution. Consultant will also prepare a distribution list in consultation with County RMA staff. Based on the contents of the RFP, Consultant understands that the County RMA will be responsible for the following items: (1) distributing the IS/MND for public review; (2) preparing all necessary notices, including a Notice of Intent (“NOI”) and Notice of Completion (“NOC”), and transmittals (including the State Office of Planning and Research transmittal); and (3) posting and distributing such notices and documents.

This task assumes that only minor comments will be provided on the Screen-Check Draft IS/MND. If a substantial number of comments are submitted, additional staff hours will be billed on a time and materials (“T&M”) basis with authorization from County RMA. Please note that this task assumes electronic copies only; if hard copies are required this will be billed on a T&M basis.

- Deliverables: Screen-Check Draft IS/MND, Electronic Copy of Draft IS/MND and Distribution List
- County RMA Responsibilities: Comments, Distribution, Notices, etc.

Task 6. Final IS/MND, Response to Comments, and Mitigation Monitoring and Reporting Program

Upon conclusion of the public review period, Consultant will prepare the Final IS/MND, which will consist of written responses to comments received on the Draft IS/MND and Mitigation Monitoring and Reporting Program (“MMRP”). All public comments will be codified and responses will be provided in the form of a Final IS/MND. The Final IS/MND will consist of the following elements: 1) revisions to the IS/MND text, as necessary; 2) a list of individuals and agencies commenting on the IS/MND; 3) copies of letters received on the IS/MND; and, 4) written responses to comments received during the public review period. The MMRP, which will also be included in the Final IS/MND, will identify the impacts addressed, compliance and monitoring actions to be performed, and responsible party and timing of compliance and monitoring activities.

Please note that this task assumes electronic copies only. Consultant would be available to prepare hardcopies, which would be billed on a T&M basis.

- Deliverables: Admin Draft Final IS/MND, Screen-Check Final IS/MND, Final IS/MND, MMRP
- County RMA Responsibilities: Comments

Task 7. Notice of Determination

CEQA Section 15094 requires that a lead agency file a Notice of Determination (“NOD”) within five (5) working days after deciding to carry out or approve a project. As part of this task Consultant will prepare the NOD for the County RMA to distribute to the State Clearinghouse and County Clerk. This task assumes that the County RMA will provide payment for the appropriate filing fees. It is recommended that the NOD be filed the next business day after project approval.

- Deliverables: Admin Draft NOD, NOD
- County RMA Responsibilities: Comments, Signed NOD, Distribution

Task 8. Project Management

Consultant will provide project management services throughout the duration of the project to ensure that key project deliverables are completed on schedule and within the contract amount. Consultant will routinely coordinate with County RMA staff to provide progress reports as part of this task. Consultant will attend to all aspects of managing the project, including scheduling resources, handling team communication, sub-consultant management, and responding to requests for information.

- Deliverables: Status Reports, Invoices, Etc.
- County RMA Responsibilities: N/A

Task 9. Meeting Attendance

As part of this task, Consultant will be available to participate in meetings and/or conference calls with County RMA staff, and other project team members, as determined necessary. These meetings will be scheduled on an as-needed basis and are in addition to those meetings identified above.

This task assumes that the Consultant Project Manager and key team members will be available for an additional three (3) conference calls beyond those identified above. If requested, Consultant can be available to attend one (1) project hearings, which would be billed on a T&M basis upon authorization by County RMA.

- Deliverables: Agendas, Meeting Notes, etc.
- County RMA Responsibilities: N/A

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 \$ \$35,560.00

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)

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.



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 33.

MEETING DATE: 6/11/2019

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: Acting- Edgar Nolasco

AGENDA ITEM PREPARER: Michael Kelly

SBC DEPT FILE NUMBER: 790

SUBJECT:

RESOURCE MANAGEMENT AGENCY

Approve Reimbursement Agreement by project applicants, San Benito County and Michael Chen, of County costs related to the proposed grading and building project at the western end of Buena Vista Road (County Planning file PLN170011).

SBC FILE NUMBER: 790

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The County Resource Management Agency has received an application for development on a 53.63-acre property located at the western end of Buena Vista Road for a complex of shipping containers and a greenhouse with an access road across the property's width, together with a home site and associated earth moving. An initial study for review of the project's potential environmental effects will be necessary under the California Environmental Quality Act (CEQA), and the Board of Supervisors is presented with a consultant contract to perform this work under a separate agenda item. In order to fund this review, staff requests that the Board of Supervisors consider a reimbursement agreement between the County and the project applicant to ensure that

the County's General Fund is reimbursed for project costs.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Approve Reimbursement Agreement by project applicants, San Benito County and Michael Chen, of County costs related to the proposed grading and building project at the western end of Buena Vista Road (County Planning file PLN170011).

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Reimbursement Agreement.	6/6/2019	Cover Memo

REIMBURSEMENT AGREEMENT

San Benito County and Michael Chen
Buena Vista Road Use Permit and Grading Permit
Preparation of Initial Study

This REIMBURSEMENT AGREEMENT (AGREEMENT) is made, and entered into this 11th day of June 2019, ("Effective Date") by and between the County of San Benito ("COUNTY") and Michael Chen ("APPLICANT"):

For purposes of this Agreement "PROJECT" shall refer to APPLICANT's request for a Use Permit and a Grading Permit in accordance with Chapter 25.43 and Chapter 19.17, respectively, of the County Code of Ordinances with appropriate project-level environmental clearance under CEQA covering the proposed development on a 53.63-acre property located at the western end of Buena Vista Road for a complex of shipping containers and a greenhouse with an access road across the property's width, together with a homesite and associated earthmoving ("PROJECT"), and consisting of Assessor's Parcel Number 018-040-006 ("PROPERTY"), and "COUNTY" shall be defined to include the COUNTY's officers, elected officials, employees, agents, and agencies. COUNTY and APPLICANT agree as follows:

SECTION 1. THE DEPOSIT

1.1 Posting and Replenishing the Deposit

- A. **Initial Posting of Deposit:** Within 30 days after execution of this AGREEMENT, APPLICANT shall deposit with COUNTY in a manner reasonably satisfactory to COUNTY the total amount of TWENTY THOUSAND DOLLARS (\$20,000.00) (the "Deposit"). COUNTY shall maintain the Deposit in a dedicated account for the benefit of APPLICANT (the "Deposit Account") and shall utilize the Deposit and the Deposit Account solely in accordance with this AGREEMENT.
- B. **Replenishment of Deposit:** Requests to APPLICANT for additional deposits in order to replenish the Deposit to its original amount may be made in writing by the Director of the Resource Management Agency ("Director") or the Director's designee. APPLICANT shall make such additional deposits to COUNTY in TWENTY THOUSAND DOLLAR (\$20,000.00) increments, or in such lesser sum specified in writing by COUNTY, in order to replenish the Deposit to its original amount, within thirty (30) calendar days of receipt of the written request for additional funds from the Director or designee. Such requests shall be deemed received by APPLICANT no later than five (5) calendar days from the date of mailing by COUNTY. If the Deposit is wholly expended, COUNTY will have no obligation to do further work on the PROJECT until APPLICANT replenishes the Deposit.
- C. **Replenishment of Deposit after Return:** In the event APPLICANT seeks another discretionary permit(s) or entitlement(s) related to the PROJECT after COUNTY returns any funds then remaining in the Deposit Account, APPLICANT shall replenish the Deposit in the total amount of TWENTY THOUSAND DOLLARS (\$20,000.00) or such other amount as COUNTY, in consultation with APPLICANT, may determine to be

reasonably necessary to secure payment of PROJECT costs as contemplated under this AGREEMENT. APPLICANT agrees to replenish the Deposit at the time APPLICANT submits the application for such subsequent discretionary permit(s) or entitlement(s). APPLICANT further agrees that any such application shall not be determined complete by COUNTY until the Deposit is replenished as required under this section.

1.2 Records and Accounting

- A. COUNTY will keep records of all funds advanced by APPLICANT pursuant to this AGREEMENT and of all expenditures of such funds, and shall periodically provide such records to APPLICANT. COUNTY will provide to APPLICANT records of use of the Deposit, on a quarterly basis, in the form of a computer printout or other similar document accounting for and summarizing all deposits and charges to the Deposit Account, but shall provide such records on a monthly basis if the PROJECT Costs to be billed to APPLICANT hereunder for any month exceed TWENTY THOUSAND DOLLARS (\$20,000.00) (each of such quarterly or monthly records being referred to herein as an "Accounting").
- B. COUNTY shall promptly return to APPLICANT any funds remaining in the Deposit Account after one hundred twenty (120) days have passed since COUNTY's approval of the last discretionary permit or entitlement for the PROJECT, and COUNTY has received from APPLICANT payment of all accrued PROJECT Costs, except to the extent necessary to fulfill APPLICANT's indemnification obligations as set forth in Section 8 of this AGREEMENT or in a condition of approval for the PROJECT.
- C. In the event that any Legal Action (as defined in Section 8 of this AGREEMENT) is filed to challenge the PROJECT processed under this AGREEMENT, appropriate representatives of COUNTY and APPLICANT shall promptly meet and confer regarding the defense of, and funding for the defense of, any such Legal Action in order to assure that APPLICANT, and not COUNTY, shall pay for the defense of both APPLICANT and COUNTY in any such Legal Action.
- D. Investment: APPLICANT acknowledges and agrees that, in lieu of paying COUNTY staff costs for maintenance and tracking of interest on the Deposit Account, Applicant waives receipt of any interest on the Deposit.

SECTION 2. PROJECT COSTS TO BE REIMBURSED

2.1 Use of Funds

APPLICANT shall be responsible for payment of all reasonable direct and indirect costs incurred by COUNTY after the Effective Date as a result of processing APPLICANT's application(s) for the PROJECT including the preparation of an Initial Study for the purposes of CEQA ("PROJECT Costs"). On a monthly basis, COUNTY shall deduct funds from the Deposit Account to pay for Project Costs. During the term of this AGREEMENT, so long as APPLICANT is fulfilling its obligations hereunder, COUNTY shall process APPLICANT's applications for the PROJECT until such time as COUNTY approves or denies such application(s).

PROJECT Costs shall include, but are not limited to:

- i. All actual COUNTY staff time, including, but not limited to, the Resource Management Agency (Planning & Public Works), Office of County Counsel, Environmental Health, Administration, Clerk of the Board, GIS Department, Integrated Waste, and the Clerk/Auditor/Recorder, expended on PROJECT processing-related activities. Such staff time includes direct labor costs as well as departmental and indirect overhead costs. COUNTY shall bill at COUNTY's documented standard hourly rates, based on COUNTY's direct and indirect costs, including, but not limited to salaries, benefits, reasonable overhead and other reasonable administrative expenses.
- ii. All actual costs, not already included under subsection (i) above, expended on PROJECT processing-related activities (e.g., costs of telephone, mileage, supplies, postage, etc.). Such costs shall not include general overhead, but shall be limited to costs incurred solely because of processing of the PROJECT.
- iii. All actual costs of any outside consultants hired to assist COUNTY with PROJECT processing-related activities, including, but not limited to, attorneys, planning and design consultants, engineers, hydrologists, traffic consultants, biologists, archeologists, CEQA consultants and other technical and professional consultants as deemed necessary by COUNTY in processing the Project. Fees and other costs of any consultants hired by COUNTY shall be billed at the rate actually incurred by COUNTY. COUNTY will consult with APPLICANT in advance regarding the selection of any third party consultant(s) proposed to be retained by the COUNTY pursuant to this AGREEMENT for the purpose of receiving APPLICANT's feedback regarding the cost, scope, and qualifications of any such consultant(s). APPLICANT may also propose consultant(s) to the COUNTY for COUNTY consideration. Final work products and deliverables prepared by consultants to the COUNTY shall reflect the independent judgment of the COUNTY.
- iv. Notwithstanding the preceding and pursuant and subject to Section 5 ("TERMINATION"), COUNTY may terminate this AGREEMENT prior to distributing the NOP, and/or, subject to applicable law, COUNTY may determine to deny the PROJECT without CEQA review, prior to distribution of the NOP or at any time during the CEQA review process, in COUNTY's sole discretion, but without any waiver of APPLICANT's rights or remedies in connection with any such action by COUNTY.

2.2 Back-Up for PROJECT Costs

Each Accounting shall also include and be supported by appropriate documentation such as timesheets, invoices, and receipts; provided, however, that COUNTY shall have the right to redact from such documentation any information that COUNTY reasonably determines is privileged, confidential, or not otherwise subject to release pursuant to the California Public Records Act (Gov't Code § 54950 et seq.). APPLICANT shall approve COUNTY's reimbursement of all PROJECT Costs set forth in each Accounting within ten (10) business days of receipt, unless APPLICANT disputes the Accounting as set forth below. If COUNTY does not receive a response from APPLICANT within this ten

(10) business day timeframe, the requested reimbursement shall be deemed approved by APPLICANT. In the event APPLICANT notifies COUNTY in writing within this ten (10) business day timeframe that it does not approve said reimbursement, COUNTY and APPLICANT shall promptly meet and confer in good faith to try to resolve such dispute; provided, however, that each party hereby reserves any and all rights and remedies at law or in equity otherwise available to them regarding such dispute. COUNTY may draw on the Deposit Account to reimburse itself for PROJECT Costs prior to presenting the Accounting for such reimbursement to APPLICANT and prior to or after receiving APPLICANT's response thereto. For those PROJECT Costs set forth in Section 2.1(iii) above, COUNTY shall pay said costs directly to the outside consultants, list those payments on the Accounting, and provide appropriate documentation indicating the name of each outside consultant and the services provided.

SECTION 3. FEES, PERMITS AND COUNTY REGULATIONS

The parties agree that, for purposes of this AGREEMENT, the amounts paid by APPLICANT under this AGREEMENT shall be credited against any PROJECT application, processing or permit fees that may become due or owing to COUNTY at any time after the Effective Date. Any PROJECT application shall not be deemed complete by COUNTY until all PROJECT application fees have been paid, unless this AGREEMENT is amended by the parties to further address PROJECT application fees. Nothing in this AGREEMENT shall be deemed to abrogate the responsibility of APPLICANT to obtain any required permit(s) or comply with any laws associated with any applications, permits, studies, or construction activities related to the PROJECT. This AGREEMENT does not apply to any fees the APPLICANT is required to pay to any entity other than the COUNTY of San Benito, any state or federal agency, or on any new application or future project other than the PROJECT.

SECTION 4. TERM

Subject to Section 5, the term of this AGREEMENT shall commence on the Effective Date and terminate upon the later of (a) one hundred twenty (120) days after COUNTY's approval of the last discretionary permit or entitlement for the PROJECT, or (b) ninety (90) days after final resolution of any Legal Action (as defined in Section 8). Nothing herein shall be deemed to abrogate APPLICANT(S)' responsibility to pay for PROJECT Costs incurred by COUNTY during the term of this AGREEMENT. Nothing in this AGREEMENT shall be construed to vest any rights to develop the PROJECT or require COUNTY approval of the PROJECT.

SECTION 5. TERMINATION

COUNTY or APPLICANT may, at its respective option, terminate this AGREEMENT at any time on thirty (30) days' prior written notice to the other party ("Termination Notice"). In the event of termination, APPLICANT(S) shall be responsible for the payment of all PROJECT Costs incurred up to and including the date of termination. COUNTY shall apply the sums maintained in the Deposit Account to any unreimbursed PROJECT Costs through the termination date, and COUNTY shall then refund any remaining funds in the Deposit Account to APPLICANT within sixty (60) days of the date of termination, except to the extent necessary to fulfill APPLICANT's indemnification obligations as set forth in Section 8 of this AGREEMENT or in a condition of approval for the PROJECT. Any funds maintained in the Deposit Account

to fulfill such indemnification obligations of APPLICANT shall be returned within 30 days after APPLICANT's satisfaction of such indemnification obligations.

SECTION 6. NOTICES

All notices called for in this AGREEMENT shall be given in writing by personal delivery, electronic mail or facsimile (with copy of such notice sent not later than the next day by mail or overnight private courier in accordance with the provision herein) or by overnight mail or overnight private courier. Facsimile notices shall be deemed received on the day sent if sent prior to 6:00 p.m. Pacific Time or if sent after 6:00 p.m. Pacific Time, then deemed received on the next day. Overnight mail or couriered notices shall be deemed received the next business day following deposit into the U.S. mail or delivery to the private courier. First class mail, postage prepaid, shall be deemed received three days after postmark. Mailed or couriered notices shall be addressed as set forth below, but either party may change its contact information by giving written notice thereof to the other in accordance with the provisions of this Section 8.

To the COUNTY:

Director
Resource Management Agency
County of San Benito
2301 Technology Parkway
Hollister, CA 95023-2513
Fax: 831 637-5334

With a copy to:

Barbara Thompson
County Counsel
County of San Benito
481 Fourth Street, 2nd Floor
Hollister, CA 95023
Email: bthompson@cosb.us
Fax: 831 636-4044

To the APPLICANT:

Michael Chen
46520 Fremont Boulevard #606
Fremont, CA 94538-6478

SECTION 7. DEFAULT BY APPLICANT

- 7.1 **Default.** If APPLICANT breaches any of its obligations under this AGREEMENT, the Director shall provide written notice of such breach to APPLICANT ("Notice of Breach") and if such breach remains uncured for a period of thirty (30) days following APPLICANT's receipt of such Notice of Breach, APPLICANT shall be deemed in default under this AGREEMENT ("APPLICANT Default"). Upon an APPLICANT Default, the Director may terminate this AGREEMENT by delivering at least ten (10) days' prior written notice of such termination to APPLICANT.
- 7.2 Upon the occurrence of any APPLICANT Default, whether for monetary or non-monetary breaches, COUNTY, at COUNTY's option and upon at least ten (10) days prior written notice to APPLICANT, may suspend processing and/or consultant activities related to the PROJECT until such APPLICANT Default is cured by APPLICANT.

- 7.3 Maintenance of the Deposit required by and pursuant to the terms of this AGREEMENT may be made a condition of COUNTY approval of the first discretionary permit or entitlement for the PROJECT.
- 7.4 In the event of an APPLICANT Default, APPLICANT waives any permit review timelines otherwise applicable under the Permit Streamlining Act, the Subdivision Map Act, or any other applicable laws with respect to each and every map, permit, or discretionary approval that may be delayed as a result of APPLICANT(S)' failure to provide COUNTY with funds as required under this AGREEMENT. In the event of an APPLICANT Default, no such map, permit or other approval shall be deemed approved by operation of law in connection with the PROJECT.

SECTION 8. INDEMNIFICATION

In addition to PROJECT Costs, APPLICANT shall defend (with counsel retained by COUNTY or, at COUNTY's discretion, other counsel reasonably acceptable to COUNTY), indemnify, and hold COUNTY free and harmless from any and all third party suits, claims, demands, causes of action, proceedings (hereinafter collectively referred to as "Legal Actions"), fees, costs, losses, damages, liabilities and expenses (including, but not limited to, an award of attorneys' fees, expert witness fees, and court costs) incurred by COUNTY in connection with any Legal Action and arising (directly or indirectly) or resulting from the review, processing, consideration, or from the approval of the PROJECT or action taken by COUNTY thereon. In the event any Legal Action is filed, appropriate representatives of COUNTY and APPLICANT shall promptly meet and confer regarding the defense thereof. In the event APPLICANT does not wish to defend any Legal Action or pay for the costs of such defense, APPLICANT will reimburse COUNTY for any damages, costs, or fees awarded pursuant to any default judgment or other judgment taken against the COUNTY as a result of its decision not to defend any Legal Action. The failure of APPLICANT to promptly reimburse the COUNTY for any damages, costs or fees, due and owing under this Section 8 shall entitle the COUNTY to draw upon any sums then maintained by APPLICANT in the Deposit Account. APPLICANT's obligations under this Section 8 shall survive suspension or termination of this AGREEMENT. In the event APPLICANT wishes to assume the defense of any Legal Action by the use of APPLICANT's counsel, APPLICANT shall enter into a separate joint defense agreement with COUNTY, on terms that are agreeable to both parties prior to assuming the responsibility for such defense. APPLICANT agrees to execute a separate indemnification agreement with COUNTY, with terms consistent with this Section 8, that COUNTY may require as a condition of approval for the PROJECT, whereupon such separate agreement shall replace this Section 8 in its entirety.

SECTION 9. NO WAIVER OF IMMUNITIES

Nothing in this AGREEMENT shall be construed as a waiver by COUNTY of any of the immunities granted to it under Federal, State or local law, including the provisions of Sections 818.6, 830.6 and 831.3 of the California Government Code.

SECTION 10. COMPLETE AGREEMENT

Except as may otherwise be explicitly set forth herein, this AGREEMENT (including all recitals thereto) constitutes the final, complete, and exclusive statement of the terms hereof between COUNTY and APPLICANT(S) related to the subject matter set forth herein. Neither party is

relying on any representation or warranty outside those expressly set forth in this AGREEMENT. Any and all amendments to this AGREEMENT shall be in writing, shall be stated as an amendment to this AGREEMENT and shall be executed by both parties.

SECTION 11. UNENFORCEABILITY; SEVERABILITY

If a court of competent jurisdiction holds any clause or portion of this AGREEMENT to be invalid or unenforceable in whole or in part for any reason, the validity and enforceability of the remaining clauses, or portions of them, shall not be affected unless an essential purpose of this AGREEMENT would be defeated by loss of the invalid or unenforceable provision. To that end, this AGREEMENT shall be construed as not containing such clause and the provisions of this AGREEMENT are declared to be severable.

SECTION 12. SUCCESSORS AND ASSIGNS

This AGREEMENT shall bind and benefit APPLICANT(S) and COUNTY and their successors-in-interest, whether voluntary or involuntary. APPLICANT agrees to require any successor to assume all duties and obligations set forth herein. APPLICANT(S) shall provide COUNTY with notice of any transfer of ownership interest in the PROJECT or subject property.

SECTION 13. APPLICABLE LAW

This AGREEMENT shall be construed and enforced in accordance with the laws of the State of California. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject as of the Effective Date and any later changes which do not materially and substantially alter the positions of COUNTY and APPLICANT.

SECTION 14. NO THIRD PARTY RIGHTS

This AGREEMENT is not intended to be, and shall not be, construed to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided herein.

SECTION 15. NO JOINT VENTURE OR PARTNERSHIP

The parties specifically acknowledge that each party is an independent entity with respect to the terms contained in this AGREEMENT. None of the terms of this AGREEMENT shall be deemed to create a partnership between the parties in the businesses of APPLICANT(S) or the affairs of COUNTY, or otherwise, or cause them to be considered joint venturers or members of any joint enterprise.

SECTION 16. CONSTRUCTION

Captions and headings in this AGREEMENT are for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Agreement. As used herein: (a) the singular shall include the plural (and vice versa) and the masculine or neuter gender shall include the feminine gender (and vice versa) where the context so requires; (b) locative adverbs such as "herein," "hereto," and "hereunder" shall refer to this Agreement in its entirety and not to any specific section or paragraph; (c) the terms "include," "including," and similar terms shall be construed as though followed immediately by the phrase "but not limited to;" and

(d) "shall," "will," "must," "agrees," and "covenants," are mandatory and "may" is permissive. Each party hereto declares and represents that in entering into this AGREEMENT, it has relied and is relying solely upon its own judgment, belief, and knowledge of the nature, extent, effect, and consequence relating thereto. Each party further declares and represents that this AGREEMENT is made without reliance upon any statement or representation not contained herein of any other party or any representative, agent, or attorney of the other party. The parties agree that they are aware they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this AGREEMENT and that the decision of whether or not to seek the advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each of the parties. Accordingly, no party shall be deemed to have been the drafter hereof, and the principle of law set forth in Civil Code § 1654 that contracts are construed against the drafter shall not apply.

SECTION 17. TIME IS OF THE ESSENCE

For the purpose of this AGREEMENT and of each provision of this AGREEMENT, time is of the essence.

SECTION 18. COOPERATION

APPLICANT and COUNTY shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this AGREEMENT. The parties shall act in good faith toward each other and shall act in a fair, diligent, and reasonable manner, and neither party shall take any action that will prohibit, impair, or impede the other party's exercise of enjoyment of its rights and obligations secured through this AGREEMENT.

SECTION 19. JURISDICTION AND VENUE

This AGREEMENT is executed and is to be performed in the County of San Benito, California, and any action or proceeding brought relative to this AGREEMENT shall be heard in San Benito County Superior Court. COUNTY and APPLICANT each consent to the personal jurisdiction of the court in any such action or proceeding.

SECTION 20. REPRESENTATIONS OF AUTHORITY

Each party signing this AGREEMENT represents and warrants to the other party that all necessary legal prerequisites to that party's execution of this AGREEMENT have been satisfied and that the signatory has been authorized to sign this AGREEMENT and bind the party on whose behalf the signatory signs.

SECTION 21. NO PROMISE OR REPRESENTATION

APPLICANT and COUNTY agree that nothing in this AGREEMENT is to be construed as a representation, promise, or commitment on the part of COUNTY to give special treatment to, or exercise its discretion favorably for, the PROJECT or APPLICANT.

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

COUNTY:
San Benito County Board of Supervisors

By: _____
Mark Medina, Chair

Date: _____

APPLICANT:
Michael Chen

By: Michael Chen
Michael Chen

Date: 5/28/2019

ATTEST:
San Benito County
Janet Slibsager, Clerk of the Board

By: _____

Date: _____

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

By: G. Michael Ziman
G. Michael Ziman, Deputy County Counsel

Date: June 6, 2019



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 34.

MEETING DATE: 6/11/2019

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: RMA

AGENDA ITEM PREPARER: Kathleen Gallagher/IWM Manager

SBC DEPT FILE NUMBER: 142

SUBJECT:

RESOURCE MANAGEMENT AGENCY

Adopt Resolution approving the use of CalRecycle grant funds in an amount not to exceed \$14,500 to purchase internal recycling containers.

SBC FILE NUMBER: 142

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The San Benito County Integrated Waste Management (SBCIWM) division manages grants from CalRecycle, including a grant payment program called the City County Payment Program (CCPP). The SBCIWM has completed the application for the CCPP 16-17 application and these funds have been received. The purpose of this item is to request Board authorization to use \$14,500, in accordance with grant guidelines, to purchase internal recycling containers. These internal recycling containers will be used for County and Regional Agency locations to increase recycling participation and diversion rates for San Benito County. The locations for the recycling containers have been selected in partnership with our Regional Agency members, staff and schools. These recycling container purchases are part of our ongoing efforts to increase partnership with our

Regional Agency members to improve diversion. SBCIWM will provide an update on participation rates and diversion rates at a future Board meeting.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

No impact on General Fund

STAFF RECOMMENDATION:

Adopt Resolution approving use of CalRecycle Grant Funds in an amount not to exceed \$14,500.00 to purchase internal recycling containers and authorize Chair to sign it.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Resolution	6/6/2019	Resolution

1 **BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO**

2 A RESOLUTION OF THE SAN BENITO COUNTY) Resolution No. 2019-_____
3 BOARD OF SUPERVISORS TO APPROVE USE OF)
4 CALRECYCLE GRANT FUNDS TO PURCHASE)
INTERNAL RECYCLING CONTAINERS)

5 **WHEREAS**, the San Benito County Integrated Waste Management (SBCIWM) Division manages
6 grants including the City/County Payment Program (CCPP) from CalRecycle; and

7 **WHEREAS**, the SBCIWM has received grant funds for the City/County Payment Program (CCPP)
8 for FY 16/17 in the amount of \$24,406; and

9 **WHEREAS**, SBCIWM reviewed the CCPP grant criteria and determined that purchasing internal
10 recycling containers, to be used at locations in the County and regional partner agencies to increase
11 recycling participation and diversion rates for San Benito County, meets the CCPP grant criteria.

12 **NOW, THEREFORE, BE IT RESOLVED**, that the San Benito County Board of Supervisors
13 hereby authorizes SBCIWM staff to purchase internal recycling containers, using CCPP grant
14 funds, pursuant to grant guidelines. for an amount not to exceed \$14,500.00.

15 **PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN**
16 **BENITO THIS 11th DAY OF JUNE, 2019 BY THE FOLLOWING VOTE:**

17 Ayes: Supervisor(s):
18 Noes: Supervisor(s):
19 Absent: Supervisor(s):
20 Abstain: Supervisor(s)

21 By: _____
22 Mark Medina, Chair

23 **ATTEST:**
24 Janet Slibsager, Clerk of the Board

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

27 By: _____

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

Date: _____

Date: June 6, 2019



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 35.

MEETING DATE: 6/11/2019

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER: Adam Goldstone

SBC DEPT FILE NUMBER: 130

SUBJECT:

RESOURCE MANAGEMENT AGENCY

Approve Contract Amendment # 2 with In Studio Architecture to add additional compensation in an amount not to exceed \$2,000.00 to the original contract amount (\$80,925.00) for the continuation of services through June 30, 2019 on the Homeless Services Center Phase II project.

SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

As the Homeless Services Center Phase II project is nearing completion, some additional requirements from the IT department has required additional assistance from this consultant. Some new design work and contractor coordination was needed to fully address the needs of the IT system.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

1. Approve Contract Amendment # 2 with In Studio Architecture to add additional compensation in an amount not to exceed \$2,000.00 to the Original Contract amount (\$80,925.00) for the continuation of services through June 30, 2019 on the Homeless Services Center Phase II project.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
ISA Amendment to Contract #2	6/6/2019	Cover Memo

AMENDMENT TO CONTRACT

2

The County of San Benito (“COUNTY”) and In Studio Architecture (“CONTRACTOR”) enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated June 13, 2017.

b. Prior Amendments. (Check one.)

The initial contract previously has not been amended.

The initial contract previously has been amended. The date(s) of prior amendments are as follows: December 11, 2018

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the “original contract”) are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

The term of the original contract is not modified.

The term of the original contract (Exhibit 1) is extended from the current expiration date of _____, to a new expiration date of _____.

b. Scope of Services. (Check one.)

The services specified in the original contract (Exhibit 1) are not modified.

The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The services specified in the original contract are modified only as specified below:

Modified Scope of Services:

The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

c. Payment Terms. (Check one.)

- The payment terms in the original contract (Exhibit 1) are not modified.
- The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The payment terms are modified only as specified below:

Modified Payment Terms:

(Please see Attachment B to this Amendment to Contract #2.)

The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

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 the original agreement (Exhibit 1) and this amendment.
- 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 the original 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_____ ,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

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

d. **Other Terms.** (Check one.)

There are no other terms of the original contract that are modified.

Other terms of the original contract are modified only as specified below:

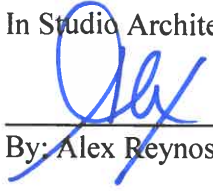
Other Modified or New Terms:
(Insert other modified or new terms.)

3. **Other Terms.**

All other terms and conditions of the original contract, as amended (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR:

In Studio Architecture



By: Alex Reynoso, Principal

05.28.19

Date

COUNTY:

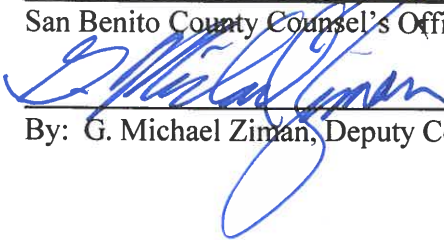
San Benito County Board of Supervisors

By: Mark Medina, Chair

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



By: G. Michael Ziman, Deputy County Counsel

June 4, 2019

Date

ATTACHMENT B
Modified Payment Schedule
(Amendment to Contract #2)

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 \$ 82,925.00

to add additional compensation in an amount not to exceed \$2,000.00 to the Original Contract amount (\$80,925.00) for the continuation of services described in Attachment A (Scope of Services) to Original Contract.

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

- There are no additional terms of compensation. All other provisions in Attachment B to the Original Contract, as amended (Exhibit 1), shall remain in effect.
- The following specific terms of compensation shall apply: (Specify)

END OF ATTACHMENT B.

**EXHIBIT 1
TO AMENDMENT # 2**

**ORIGINAL
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

AMENDMENT TO CONTRACT

1

The County of San Benito ("COUNTY") and In Studio Architecture ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated June 13, 2017.

b. Prior Amendments. (Check one.)

The initial contract previously has not been amended.

The initial contract previously has been amended. The date(s) of prior amendments are as follows:

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

The term of the original contract is not modified.

The term of the original contract (Exhibit 1) is extended from the current expiration date of December 31, 2018, to a new expiration date of June 30, 2019.

b. Scope of Services. (Check one.)

The services specified in the original contract (Exhibit 1) are not modified.

The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The services specified in the original contract are modified only as specified below:

The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. Payment Terms. (Check one.)

- The payment terms in the original contract (Exhibit 1) are not modified.
 The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The payment terms are modified only as specified below:

Modified Payment Terms:

The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

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 the original agreement (Exhibit 1) and this amendment.
 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 the original 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 _____,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

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

d. **Other Terms.** (Check one.)

There are no other terms of the original contract that are modified.

Other terms of the original contract are modified only as specified below:


Other Modified or New Terms:
(Insert other modified or new terms.)

3. **Other Terms.**

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR:

In Studio Architecture



By: Alex Reynoso, Principal

11.15.18

Date

COUNTY:

San Benito County Board of Supervisors




By: Anthony Botelho, Chair

December 11, 2018

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



By: G. Michael Ziman, Deputy County Counsel

November 27, 2018

Date

**EXHIBIT 1
TO AMENDMENT # 1**

**ORIGINAL
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and In Studio Architecture ("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 June 13, 2017, and end on December 31, 2018, unless sooner terminated as specified herein.

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
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$250,000/\$500,000

6. Termination.

The number of days of advance written notice required for termination of this contract is 30.

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: Larry Perlin

Title: Resource Management Agency Director

Address: 2301 Technology Parkway

Hollister, California 95023

Telephone No.: 831-636-4170

Fax No.: 831-636-4176

Contract Administrator for CONTRACTOR:

Name: Alex Reynoso

Title: Principal

Address: 250 Main Street

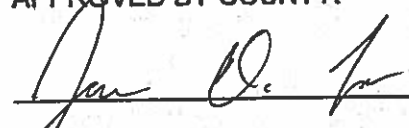
Salinas, CA 93901

Telephone No.: 831-320-2655

Fax No.: _____

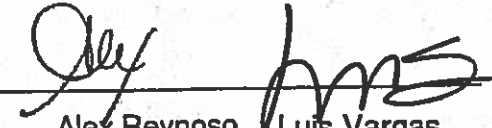
SIGNATURES

APPROVED BY COUNTY:


Name: Jaime De La Cruz
Chair, Board of Supervisors

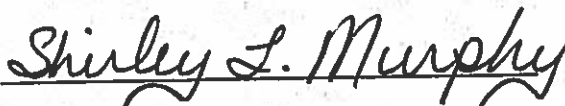
Date: 6/13/17

APPROVED BY CONTRACTOR:


Name: Alex Reynoso Luis Vargas
Title: Architect Senior Manager

Date: June 7, 2017

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



By: Shirley L. Murphy, Deputy County Counsel

Date: June 8, 2017

ATTACHMENT A

SCOPE OF SERVICES

CONTRACTOR shall provide architectural and engineering services for the Phase II renovation of the County's existing facility located at 1161 San Felipe Road in Hollister, CA. Services shall include the following:

1. **Project:** A Building Tenant Improvement to accommodate a Homeless Service Center consisting of approximately 4,320 square foot building upgrade and space layout.

BASIC SERVICES TO BE RENDERED BY CONTRACTOR

1. General

1.1.5.1.1 CONTRACTOR'S Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, and all civil, structural, mechanical, and electrical engineering services, normally required to complete the Project.

1.2. Schematic Design Phase

1.2.1. The CONTRACTOR shall review all information concerning the Project delivered or communicated by the COUNTY to the CONTRACTOR to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the COUNTY.

1.2.2. The CONTRACTOR shall provide a preliminary evaluation of the COUNTY's Project, schedule, and construction budget requirements, each in terms of the other.

1.2.3. Based on a mutual understanding of the COUNTY's requirements, the CONTRACTOR shall prepare for the COUNTY's written approval, Schematic Design Documents, which include schematic design studies, site utilization plans, a description of the Project showing, among other things, the scale and relationship of the components of the Project, preparation of a written statement of Probable Project Construction Cost and a written time schedule for the performance of the work that itemizes constraints and critical path issues.

1.2.4. The CONTRACTOR shall submit to the COUNTY a preliminary Statement of Probable Project Construction Cost based on current area, volume, and other unit costs.

1.3. Design Development Phase

1.3.1. Following COUNTY's written approval of the Schematic Design Documents and Statement of Probable Project Construction Cost, CONTRACTOR shall provide all necessary architectural and engineering services to prepare Design Development Documents fixing and describing the size and character of the project and which shall include site and floor plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials,

categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required.

1.3.2. The CONTRACTOR shall advise the COUNTY of any adjustments to the preliminary Statement of Probable Project Construction Cost.

1.4. Contract Documents Phase

1.4.1. Following the COUNTY's written approval of the Design Development Documents and any adjustments to the construction budget, the CONTRACTOR shall prepare for the written approval of COUNTY, Contract Documents consisting of complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.

1.4.2. Unless the COUNTY informs CONTRACTOR that COUNTY will be responsible for preparing bid documents, the CONTRACTOR shall prepare all bid documents during the Contract Documents Phase of the Project, and forward them to the COUNTY for written approval and adoption by the Board of Supervisors prior to their use.

1.4.3. The CONTRACTOR shall submit the Contract Documents to the governing agency for plan check, and make the necessary corrections to secure permit approval.

1.4.4. The CONTRACTOR shall give the COUNTY, at the time of permit approval of the final form of the Contract Documents, CONTRACTOR'S final estimate Statement of Probable Project Construction Cost.

1.5. Bidding and Negotiations Phase

1.5.1. Following the governing agency and COUNTY's written approval of Contract Documents and COUNTY's written acceptance of CONTRACTOR'S final Statement of Probable Project Construction Cost, CONTRACTOR shall reproduce the Contract Documents in the number requested by the COUNTY and distribute the Contract Documents among interested bidders. CONTRACTOR shall also direct the obtaining of bids, and shall assist the COUNTY in evaluating contract proposals or bids and substitutions proposed by bidders, and in awarding the construction contract. All sets of Contract Documents, which does not include those for the use of the CONTRACTOR or its consultants, requested by the COUNTY shall be reproduced at COUNTY's cost, reproductions shall be done at COUNTY'S requested location and billed directly to COUNTY.

1.5.2. CONTRACTOR'S Statement of Probable Project Construction Cost at the time of permit approval of the Contract Documents shall be current as of that date. Should bids be received more than ninety (90) days after the date of that Project Construction Cost, the CONTRACTOR'S Project Construction Cost shall be escalated by the cost-of-construction in the then current mutually agreed upon recognized building cost index.

1.5.3. The CONTRACTOR shall review the qualifications of all bidders for the construction of the Project, and shall make recommendations to the COUNTY as to whether, in the CONTRACTOR'S professional opinion, a bidder meets the minimum requirements.

1.6. Construction Administration Phase

- 1.6.1. The construction phase shall begin on the date stated in the official Notice to Proceed and, solely for purposes of payment of the CONTRACTOR, shall be deemed complete upon COUNTY's written approval of CONTRACTOR'S final certificate for payment to the Construction Contractor. Such certification and payment shall not constitute an admission by CONTRACTOR or COUNTY that the Project has been completed in accordance with Contract Documents or in conformance with this Agreement.
- 1.6.2. All instructions to the Construction Contractor shall be forwarded through the CONTRACTOR. The CONTRACTOR shall advise, consult with, and serve as the COUNTY's representative in the general administration of the Contract for Construction and in COUNTY's dealings with the Construction Contractor, however, the CONTRACTOR will have authority to act on behalf of the COUNTY only to the extent provided in the Contract Documents.
- 1.6.3. The CONTRACTOR shall timely provide COUNTY with copies of all correspondence between the CONTRACTOR and the Construction Contractor.
- 1.6.4. The CONTRACTOR shall timely review and approve, take exception to or take other appropriate action upon the Construction Contractor's submittals such as Shop Drawings, Product Data and Samples for conformance to design intent and information in the Contract Documents.
- 1.6.5. CONTRACTOR shall include requirements in the Contract Documents that the the Construction Contractor prepare an accurate set of as built record drawings indicating dimensions and locations of buried utility lines (showing as-built dimensions) which shall be updated monthly and forwarded to the COUNTY upon completion of the Project. While CONTRACTOR cannot guarantee precise accuracy of such drawings, CONTRACTOR shall exercise reasonable care in reviewing such drawings to determine their general compliance with the Contract Documents. CONTRACTOR shall have no responsibility for their conformity to field conditions. Except that in the event that the CONTRACTOR, consistent with standards of due care, becomes aware of non-conformity with field conditions, CONTRACTOR shall have a duty immediately to notify the COUNTY in writing.
- 1.6.6. The CONTRACTOR shall, at all times, have access to the Project wherever it is in preparation and progress. The Construction Contractor shall provide facilities for such access so that the CONTRACTOR may perform its functions under the Agreement and Contract Documents.
- 1.6.7. In the discharge of its duties of observation and interpretation, the CONTRACTOR shall require the Construction Contractors to comply with

the Contract Documents, and shall guard the COUNTY against defects and deficiencies in the work of the Construction Contractor. The CONTRACTOR shall advise and consult with the COUNTY concerning the Construction Contractor's compliance with the Contract Documents and shall assist the COUNTY in securing the Construction Contractor's compliance. The CONTRACTOR shall visit the site, both as the CONTRACTOR deems necessary and as requested by the COUNTY, to maintain familiarity with the quality and progress of the Project, to determine that the Construction Contractor's work substantially complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Contract Documents. Such observations are to be distinguished from the continuous inspection provided by the Project Inspector. The CONTRACTOR shall not be required to make inspections, exhaustive or continuous on-site observations to check the quality or quantity of the work.

- 1.6.8. The CONTRACTOR shall notify the COUNTY promptly of any significant defect in materials, equipment, or workmanship, and of any default by any Construction Contractor in the orderly and timely prosecution of the Project.
- 1.6.9. The CONTRACTOR shall review and take other appropriate action upon contractually required submittals such as schedules, shop drawings, samples, product data and other required submissions of the Construction Contractor to determine general conformance with the Project design and specifications as set forth in the Contract Documents including submittals required for Change Orders. The CONTRACTOR will have the authority to recommend to the COUNTY to reject work and materials or submittals that do not conform to the Contract Documents. The CONTRACTOR'S approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the CONTRACTOR'S reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the CONTRACTOR will have authority to recommend to the COUNTY special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed, or completed. The CONTRACTOR will also have the authority to recommend to the COUNTY to approve substitution of materials or equipment when, in the CONTRACTOR'S reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents so long as substitution does not increase costs or time to complete the project. The CONTRACTOR'S actions as described in this paragraph shall be taken with reasonable promptness while allowing sufficient time in the CONTRACTOR'S professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Construction Contractor, all of which remains the responsibility of the Construction Contractor to the extent

required by the Contract Documents. CONTRACTOR'S approval of a submittal shall not constitute approval of substitutions or alternatives to the Construction Documents if not identified as such by the Construction Contractor. Such substitution proposal submittals shall be consistent with the submission requirements of the Construction Documents. The CONTRACTOR'S review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences, or procedures. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the CONTRACTOR shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

1.6.10. CONTRACTOR shall require the Construction Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance by including appropriate language in the Contract Documents, as agreed by CONTRACTOR and COUNTY.

1.6.11. The CONTRACTOR shall not be responsible for construction means, methods, techniques, sequences, or procedures, coordination of the Construction Contractor's subcontractor's work, or for safety precautions or programs in connection with the work. The CONTRACTOR shall not be responsible for acts or omissions of the Construction Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or retained by CONTRACTOR, unless due to the CONTRACTOR'S intentional or negligent act or failure to act.

1.6.12. The CONTRACTOR will, consistent with standards of due care, make reasonable professional efforts to exclude substances that are banned by law for use in public works construction projects, including asbestos, lead based paint and PCB from new construction. In the event the COUNTY or CONTRACTOR is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing. The parties recognize, however, that neither CONTRACTOR nor the COUNTY is trained or licensed in the recognition or remediation of Hazardous Substances. If the CONTRACTOR has recommended and the COUNTY has agreed to retain a qualified consultant to evaluate the presence of asbestos and asbestos containing materials at a certain COUNTY facility included in the scope of this Agreement, in the event that said consultant recommends a procedure to deal with such materials, said consultant shall have the responsibility to draft specification language for the removal or other remediation of such materials, and subsequently may be required to certify that they have been properly removed or otherwise remediated. CONTRACTOR shall include consultant's recommendations and

specifications in the appropriate design documents for modernization and shall, as part of its Basic Services, provide designs and other bid documents consistent therewith.

When construction is properly completed, COUNTY's Consultant shall provide such certification as to Hazardous Substances as is required for such projects.

- 1.6.13. Based on the CONTRACTOR'S observations, and an evaluation of each Project Application for Payment, the CONTRACTOR will review & certify the amounts due to the Construction Contractor and will issue Project Certificates for Payment on CONTRACTOR'S standard form incorporating the appropriate amount in accordance with the Contract Documents. The issuance of a Project Certificate for Payment shall constitute a representation to the COUNTY based upon CONTRACTOR'S observations at the site and data comprising the Construction Contractor's applications for payment, that the work has progressed to the point indicated and the quality of the Project work is in accordance with the Contract Documents and that the Construction Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate of Payment shall not be a representation that the CONTRACTOR has (1) made exhaustive or continuous on-site inspections to check the quality of quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) ascertained how or for what purpose the Construction Contractor has used money previously paid on account of the Contract Sum.
- 1.6.14. Notwithstanding anything else in this Agreement the CONTRACTOR shall assist the COUNTY in evaluating and responding to claims, disputes and other matters in question between the Construction Contractor and the COUNTY and in such instances provide such truthful testimonial assistance as may be required by the COUNTY.
- 1.6.15. The CONTRACTOR will provide construction advice to the COUNTY on apparent deficiencies in construction, both during construction and after acceptance of the Project.
- 1.6.16. The CONTRACTOR shall recommend, prepare and process the necessary change orders. Payment of fees to the CONTRACTOR as a result of change orders shall be handled as follows:
- 1.6.16.1. COUNTY initiated change orders. If a change order is requested by the COUNTY, the CONTRACTOR'S fee for such change order shall be calculated on a percentage or hourly basis as agreed in writing by the COUNTY and the CONTRACTOR prior to commencement of work on the change order. If a change order is solicited by the COUNTY from the Construction Contractor but not subsequently authorized by the COUNTY, the CONTRACTOR shall be paid for time spent on the proposed change order as an Additional Service.
- 1.6.16.2. Change orders due to CONTRACTOR negligence. When a change order is necessitated as a result of negligence in the exercise of CONTRACTOR'S professional duties, the CONTRACTOR'S fees shall not be calculated by reference to the cost of any change order work

which would not have been necessitated had the work been included in the bid documents.

- 1.6.16.3. Change orders beyond COUNTY or CONTRACTOR control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as COUNTY initiated change orders.
- 1.6.17. The CONTRACTOR shall provide a color schedule of all finish materials in the Project for the COUNTY's review and approval.
- 1.6.18. The CONTRACTOR shall determine the date of final completion and make the final on-site observations of the job with representatives of the COUNTY and the Construction Contractor.
- 1.6.19. The CONTRACTOR shall issue the final Certificate for Payment and any other documents required to be recorded by law or generally accepted architectural or construction contract practice upon compliance with the requirements of the Contract Documents, provided that such certification shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Agreement.
- 1.6.20. The CONTRACTOR shall assemble and deliver to COUNTY all written guarantees, instruction books, diagrams and charts required of the Construction Contractors and provide the COUNTY with one set of reproducible drawings showing the Project "as built" upon issuance of the CONTRACTOR'S certificate of completion with the location of underground sewer, water and all utility connections and services specially noted.

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 \$ 80,925.00

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:

A. Compensation shall be distributed by phase as follows:

Schematic Design (SD):	\$11,250
Design Development (DD):	\$11,250
Construction Documents (CD):	\$42,425
Back Check (BC):	\$4,000
Bidding (BD):	\$3,000
Construction Administration:	
Not to exceed 6 months	\$7,000
Reimbursable expenses	\$2,000
<hr/>	
Total	\$80,925

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

**Licensed Architects, Landscape Architects, Professional Engineers and
Professional Land Surveyors**

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

- D-1. INDEMNIFICATION.** With regard to CONTRACTOR'S performance of design services under this contract, as those services are defined in California Civil Code section 2782.8, paragraph C-1 of Attachment C to this contract is hereby modified, superceded and replaced by this paragraph D-1. With regard to CONTRACTOR'S performance of services under this contract that are not described in section 2782.8, paragraph C-1 of Attachment C to this contract shall continue to govern the indemnification rights and obligations of the parties.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the COUNTY and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, COUNTY's employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of CONTRACTOR includes the duty of defense, inclusive of that set forth in California Civil Code section 2778. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this contract. CONTRACTOR shall not be liable under this indemnification provision if COUNTY has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence, recklessness or willful misconduct. CONTRACTOR'S indemnification obligations shall be apportioned pursuant to the principles of comparative fault, according to proof of COUNTY'S negligence, recklessness or willful misconduct, if any. The obligations set forth herein shall continue beyond the terms of this contract.

- D-2. ADDITIONAL SPECIFIC TERMS AND CONDITIONS:** (check one)

There are no additional specific terms and conditions.

The following additional specific terms and conditions shall apply: (Specify)

END OF ATTACHMENT D.



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 36.

MEETING DATE: 6/11/2019

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER: Adam Goldstone

SBC DEPT FILE NUMBER: 105.3

SUBJECT:

RESOURCE MANAGEMENT AGENCY

Approve lease of 12'x12' office located at the Resource Management Agency 2301 Technology Parkway Hollister, CA 95023 to the Assembly Rules Committee for Assemblymen Rivas' staff, for the period of June 11, 2019 through January 1, 2021.

SBC FILE NUMBER: 105.3

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Several months ago, Asm. Robert Rivas' staff inquired about the possibility of using County space to house their desired Hollister office location to meet with local constituents. Working with their staff, an office at the RMA building was available and met their needs. The office is expected to be used one day a week and will likely be used by RMA consultant's other days of the week.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

1. Find that the conveyance of the lease is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the use of the property by the County.
2. Approve lease of 12'x12' office located at the Resource Management Agency 2301 Technology Parkway Hollister, CA 95023 to the Assembly Rules Committee for Assemblyman Rivas' staff.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Lease	5/31/2019	Other

**CALIFORNIA STATE ASSEMBLY
STANDARD DISTRICT OFFICE LEASE**

LEASE COVERING PREMISES LOCATED AT:

2301 Technology Pkwy, 1st Flr.
Hollister CA, 95023

PREAMBLE: This Standard District Office Lease (hereinafter called "Lease") is made and entered into this **18th** day of **April, 2019** by and between **the County of San Benito** (hereinafter called "Lessor"), and the Assembly Rules Committee, California State Assembly (hereinafter called "Rules Committee");

WITNESSETH

1. DESCRIPTION: The Lessor hereby leases to the Assembly Rules Committee and the Assembly Rules Committee hereby leases from the Lessor those certain premises described in the attached Exhibit "A", which is hereby incorporated by reference, situated in the City of **Hollister**, County of **San Benito**, State of California, (hereinafter called "Premises").

2. TERM AND RENEWAL OPTION:

A. LEASE TERM: The term of this Lease (hereinafter called "Term") shall commence on **June 11, 2019** (hereinafter called "Commencement Date") and shall end January 1, 2021.,

B. OPTION TO RENEW: At the option of the Assembly Rules Committee, the Term may be extended for **(one)** additional one-year period(s) on the same terms and conditions.

3. EARLY TERMINATION: Except as otherwise provided by this paragraph, either party may terminate this Lease by giving written notice to the other party at least thirty (30) days prior to the date when the termination is to become effective.

4. RENT: The total amount to be paid (hereinafter called "Rent") by the Assembly Rules Committee is **zero Dollars and 0/100 (\$0.00)**.

The obligation of the Assembly Rules Committee to pay amounts due under this Lease is contingent upon the appropriation and approval of funds for that purpose. Any Rent that is not paid under this paragraph for that reason shall be paid by the Assembly Rules Committee as soon as funds are appropriated and approved for that purpose.

Rent due for any period of time less than one month shall be determined by prorating the Rent based on the number of days in the month. Rent shall be paid to Lessor at the address specified in Paragraph 7 or to any other address as the Lessor may designate by written notice to the Assembly Rules Committee.

5. OCCUPANCY:

A. RENT NOT DUE UNTIL PREMISES READY FOR OCCUPANCY: Except as specifically stated otherwise in this Lease and subject to Paragraph 5.B below, no Rent shall accrue or otherwise be due, nor shall the Assembly Rules Committee have any obligation to perform the covenants or observe the conditions herein contained, until the later of either the Commencement Date or the date when Lessor makes the Premises ready for occupancy in accordance with the provisions of this Lease.

B. EARLY OCCUPANCY: The Assembly Rules Committee, upon receiving notification by Lessor that the Premises are ready for occupancy, may elect to occupy the Premises prior to the Commencement Date on the earliest practical date. The Rent due for the early occupancy period shall be determined by prorating the Rent in Paragraph 4 based on the number of days in the month.

C. DELAYED OCCUPANCY: If the Premises are not completed and ready for occupancy by the Assembly Rules Committee within fifteen (15) days after the Commencement Date, the Rules Committee may, at its option and in addition to any other remedies it may have, terminate this Lease and be relieved of any further obligations thereunder, providing that a fair and reasonable allowance for any of the following delays shall be added to the time for completion:

(1) Acts of the Assembly Rules Committee, its agents or employees, or those claiming under agreement with or grant from the Assembly Rules Committee.

(2) The acts of God which Lessor could not reasonably have foreseen or guarded against.

(3) Any strikes, boycotts, or like obstructive actions by employees or labor organizations which are beyond control of Lessor, and which cannot be reasonably overcome.

(4) Restrictive regulations by the federal government which are enforced in connection with a national emergency.

It is understood by all parties hereto that it shall be the Lessor's responsibility to remove any prior tenant of the Premises.

6. PREPAYMENT DISCOUNT: The Assembly Rules Committee has the right during the Term of this Lease to prepay Rent to Lessor in a lump-sum payment for any portion of the Term consisting of ninety (90) days or more. In exchange for this prepayment, the amount of Rent is discounted by five percent (5%) of the amount of the Rent determined pursuant to the Lease for that portion of the Term and Lessor shall accept this prepaid discounted Rent as Rent of the Assembly Rules Committee for that portion of the Term. If this Lease is terminated for any reason authorized herein prior to the end of the period for which the Assembly Rules Committee has made a prepayment of Rent, Lessor shall refund to the Assembly Rules Committee that portion of the prepaid Rent of the Assembly Rules Committee that is attributable to that period that commences on the effective date of the termination and ends on the expiration date of the period covered by the prepaid Rent.

7. NOTICES: All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Service, certified and postage prepaid, and addressed as follows:

To the Lessor:

_County of San Benito_____ Telephone: 831-637-5313_____

_Attn: Resource Management Agency Director___ Facsimile: 831 637-5334_____

_2301 Technology Pkwy _____

_Hollister, CA 95023_____

Federal ID #: 94-6000530 Corporate: ___ Individual: ___ Other: ___ County ___

or

Social Security #: _____

To the Assembly Rules Committee:

Assembly Rules Committee
1020 N Street, Room 300
Sacramento, CA 95814

Telephone: (916) 319-3700
Email: asupfac.dl@asm.ca.gov

All notices and correspondence shall reference the Assembly Rules Committee and the address of the Premises.

Rent warrants shall be made payable to:

Lessor, and mailed to above address. _____

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

8. Reserved

9. ASBESTOS: Lessor hereby warrants and guarantees that the Premises leased to the Assembly Rules Committee will be operated and maintained free of hazard from Asbestos-Containing Construction Materials (ACCM), as that term is defined in Labor Code Section 6501.8. Lessor also agrees that, should the Assembly Rules Committee elect to exercise its right under Paragraph 13 of this Lease, any cost related to abatement or hazard from asbestos shall be the Lessor's responsibility.

10. PARKING: Lessor, at Lessor's sole cost and expense, shall clearly mark 1 parking spaces assigned to the Assembly Rules Committee. Parking spaces shall be arranged and maintained so as to provide unobstructed access to each parking space at any time. In addition to any assigned parking spaces, the Assembly Rules Committee and its invitees shall have equal access to common spaces provided for all tenants on a first-come, first-served basis.

11. SERVICES, UTILITIES AND SUPPLIES: Lessor shall furnish to the Assembly Rules Committee during the Term, at Lessor's sole cost and expense, the following services and utilities:

- A. Janitorial services, including, but not limited to, regular cleaning of office areas and restrooms, toilet supplies, and waste disposal to maintain the Premises and building common areas in a clean, well-maintained condition.
- B. All utilities excluding telephone, but including but not limited to electricity, gas service, sewer, trash disposal, and water service including both hot and cold water to the lavatories.

If the Lessor does not furnish any of the services or supplies described in the foregoing Paragraphs 11.A or 11.B in a satisfactory manner, the Assembly Rules Committee may furnish the same at its own cost, and, in addition to any other remedy the Assembly Rules Committee may

have, may deduct the amount thereof, including service costs of the Assembly Rules Committee, from the Rent that may then be or thereafter become due.

12. COMPLIANCE WITH LAW; REPAIR AND MAINTENANCE: In addition to any other provisions of this Lease, Lessor shall at Lessor's sole cost and expense comply with all statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state and county or municipal, including but not limited to those requiring capital improvements to the Premises, relating to any use and occupancy of the Premises whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. During the Term, the Lessor shall maintain the Premises in good repair and tenantable condition, so as to minimize breakdowns and loss of the use of the Premises by the Assembly Rules Committee caused by deferred or inadequate maintenance, including, but not limited to:

- A. Generally maintaining the Premises in good, vermin-free, operating condition and appearance.
- B. Furnishing prompt, good quality repair of the building, common areas, equipment, and appurtenances.
- C. Furnishing repairs and preventative maintenance, including, but not limited to, elevators (if any), heating/ventilating/air conditioning equipment, plumbing, electrical (excluding Assembly Rules Committee network and telephone systems) and fixtures.
- D. Furnishing and properly replacing any inoperative light bulbs, fluorescent tubes, ballasts and starters for lighting, and filters for heating/ventilating/air conditioning equipment as required.
- E. Furnishing remedial painting as necessary to maintain the Premises in a neat, clean, and orderly condition.
- F. Annual testing and maintenance of all fire extinguishers in or adjacent to the Premises.
- G. Repairing and replacing as necessary a suitable building communications closet or other interface location from which the telephone company can access and can feed voice and data transmission to the Premises.
- H. Repairing and replacing parking lot bumpers and paving and repainting directional arrows and striping as necessary.
- I. On a weekly basis sweeping parking areas and sidewalks; maintaining landscaped areas, including sprinklers, drainage, etc., in a growing, litter-free, weed-free, and neatly mowed and/or trimmed condition.
- J. Repairing and replacing floor covering if necessary as a result of reasonable wear and tear or as a result of damage caused by Lessor or Lessor's agents or invitees. Lessor, at Lessor's sole cost and expense, shall arrange for moving of furniture and equipment prior and subsequent to the repairing or replacement of floor covering.
- K. Keeping all walkways, parking lots, entrances, and auxiliary areas free of snow, water, oil spills, debris, or other materials which may be hazardous to users of the building.

Lessor shall provide repair or correction of any damage except damage arising from a willful or negligent act of the agents, employees or invitees of the Assembly Rules Committee.

Except in emergency situations, the Lessor shall give not less than 48 hours prior notice to the Assembly Rules Committee and to the Premises' occupants when any pest control, remodeling, renovation, or repair work affecting the Premises may result in employee health concerns in the work environment.

If Lessor, after receipt of notice from the Assembly Rules Committee requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse, or neglect to comply with that notice within thirty (30) days, or in the event of an emergency constituting a hazard to the health or safety of the employees, property, or invitees of the Assembly Rules Committee, the Assembly Rules Committee may terminate this Lease without further obligation or may perform such maintenance or make such repair at its own cost and, in addition to any other remedy the Assembly Rules Committee may have, may deduct the cost of such repairs, including reasonable and necessary costs incurred by the Assembly Rules Committee required for the administration of the maintenance and repair, from the Rent that may then be or thereafter become due.

13. ALTERATIONS: The Assembly Rules Committee shall have the right during the Term to make alterations, attach fixtures, and erect additions, structures, or signs in or upon the Premises, if it obtains the prior consent of the Lessor. The consent of the Lessor shall not unreasonably be withheld. The fixtures, structures, or signs so placed in or upon or attached to the Premises under this Lease or any extension thereof shall be and remain the property of the Assembly Rules Committee and may be removed therefrom by the Assembly Rules Committee prior to the termination or expiration of this Lease or any renewal or extension thereof, or within a reasonable time thereafter.

14. ASSIGNMENT AND SUBLETTING: This lease may not be assigned and Leasee may not sublet the premises without the consent of Lessor. .

15. QUIET POSSESSION: The Lessor agrees that the Assembly Rules Committee, while keeping and performing the covenants herein contained, shall, at all times during the Term, peaceably and quietly have, hold, and enjoy the Premises without suit, trouble, or hindrance from the Lessor or any person claiming under Lessor.

16. INSPECTION: The Lessor reserves the right to enter and inspect the Premises at reasonable times, and to render services and make any necessary repairs to the Premises without disrupting the operations of the Assembly Rules Committee.

17. DESTRUCTION: If the Premises are totally destroyed by fire or other casualty, this Lease shall terminate immediately. If a casualty renders 10 percent (10%) or less of the floor space of the Premises unusable for the purpose intended, Lessor shall effect restoration of the Premises as quickly as is reasonably possible, but in any event within ninety (90) days. If the Premises are not completely restored by the Lessor within that ninety-day period, the Assembly Rules Committee may, at its option, terminate the Lease.

If a casualty renders more than 10 percent (10%) of the floor space unusable for the purpose intended, but does not totally destroy the Premises, Lessor shall forthwith give notice to the Assembly Rules Committee of the specific number of days required to repair all of the damage. Within ten (10) days of receipt of the notice of the Lessor, the Assembly Rules Committee, at its option, and in addition to maintaining occupancy, may terminate this Lease or, upon notice to Lessor, may elect to permit Lessor to completely restore the Premises within the time period specified by the Lessor, or may elect to undertake the repairs itself, deducting the cost thereof from the Rent due or to become due under this Lease and any other Lease between Lessor and the Assembly Rules Committee.

In the event the Assembly Rules Committee remains in possession of the partially destroyed Premises, the Rent as herein provided shall be reduced by the same ratio as the net square feet the Assembly Rules Committee is thus precluded from occupying bears to the total net square feet of the Premises. "Net square feet" shall mean actual inside area and shall not include public corridors, stairwells, elevators, and restrooms.

The Assembly Rules Committee or its agent has the right to enter the destroyed or partially destroyed Premises no matter what the condition. At the request of the Assembly Rules Committee, the Lessor shall immediately identify an appropriate route to access the Premises. If the Lessor cannot identify an appropriate access route, it is agreed that the Assembly Rules Committee may use any and all means of access at its discretion in order to access the Premises.

18. SUBROGATION WAIVER AND INDEMNITY:

A. SUBROGATION WAIVER: To the extent authorized by any fire and extended coverage insurance policy issued to Lessor on the Premises, Lessor hereby waives the subrogation rights of the insured, and releases the Assembly Rules Committee from liability for any loss or damage covered by the insurance.

B. INDEMNITY:

(1) To the extent that Paragraph 18.A is not applicable, Assembly Rules Committee agrees to indemnify, hold harmless and defend Lessor, its officers, employees, representatives and agents from any and all liability, claims, demands, actions, damages, costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Lease performed by the Assembly Rules Committee or its agents, employees, or other persons acting on the Assembly Rules Committee's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which the Assembly Rules Committee or its agents, employees, or other persons acting on the Assembly Rules Committee's behalf would be held strictly liable.

(2) Lessor agrees to indemnify, hold harmless and defend the Assembly Rules Committee, its officers, employees, representatives and agents from any and all liability, claims, demands, actions, damages, costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Lease performed by Lessor or its agents, employees, or other persons acting on Lessor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Lessor or its agents, employees, or other persons acting on Lessor's behalf would be held strictly liable.

19. INSURANCE: The Assembly Rules Committee represents that, as an entity of the State of California, it is self-insured against damages, injury and other forms of liability. Lessor or other parties shall not be named as an additional insured therein.

20. PREVAILING WAGE PROVISION: Lessor shall cause to be paid to each worker, in the performance of the construction, maintenance, or service, including janitorial service, required by this Lease, whether employed directly by Lessor or otherwise, the rate of wages generally prevailing for the worker's skills or trade in the area in which the Premises are located.

21. FAIR EMPLOYMENT PRACTICES: During the performance of this Lease, the Lessor shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, or physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Lessor shall ensure that

the evaluation and treatment of employees and applicants for employment are free of that discrimination.

Lessor shall comply with the provisions of the Fair Employment and Housing Act (Pt. 2.8 (commencing with Sec. 12900), Div. 3, Title 2, Gov. C.), the regulations promulgated thereunder (Div. 4 (commencing with Sec. 7285.0), 2 Cal. Code Regs.), the provisions of Article 9.5 (commencing with Section 11135) of Chapter 1 of Part 1 of Division 2 of Title 2 of the Government Code, and the regulations adopted to implement that article.

22. DVBE PARTICIPATION REQUIREMENT: Lessor is not a State agency and is not required by law to comply with State's Disabled Veterans Business Enterprise (DVBE) participation goals under Article 1.5 (commencing with Section 10115) of Chapter 1 of Part 2 of Division 2 of the Public Contract Code. Notwithstanding the foregoing, Lessor agrees that with respect to contracts for goods and services entered into by Lessor specifically regarding the Premises, Lessor shall make good-faith efforts to comply with those participation goals. The obligations contained within this paragraph shall continue throughout the duration of this Lease.

23. SERVICE COMPANIES: Within fifteen (15) days after occupancy of the Premises by the Assembly Rules Committee, Lessor shall provide the Assembly Rules Committee with the name, address, and telephone number of an agency or person convenient to the Assembly Rules Committee as a local source of service with regard to Lessor's responsibilities under this Lease as to repairs, maintenance, and servicing of the Premises and any or all related equipment, fixtures, and appurtenances.

24. SERVICE CREDIT: Lessor agrees that the Rent provided under the terms of Paragraph 4 is based in part upon the costs of services, utilities, and supplies to be furnished by Lessor pursuant to Paragraph 11 hereof and that should the Assembly Rules Committee vacate the Premises prior to the end of the Term, or, if after notice in writing from the Assembly Rules Committee, all or any part of such service, utilities, or supplies for any reason are not used by the Assembly Rules Committee, the monthly rental as to each month or portion thereof in which such services, utilities, or supplies were not used by the Assembly Rules Committee shall be reduced by an amount equal to the average monthly costs of such unused services, utilities, or supplies during the six-month period immediately proceeding the first month in which such services, utilities, or supplies were not used.

25. HOLDING OVER: In the event the Assembly Rules Committee remains in possession of the Premises after the expiration of the Term or any extension thereof, this Lease shall be automatically extended on a month-to-month basis, subject to thirty (30) days' notice of termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

26. SURRENDER OF POSSESSION: Upon termination or expiration of this Lease, the Assembly Rules Committee will peacefully surrender to the Lessor the Premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which the Assembly Rules Committee has no control or for which Lessor is responsible pursuant to this Lease. The Assembly Rules Committee shall have no duty to remove any improvements or fixtures placed by it on the Premises or to restore any portion of the Premises altered by it, except in the event the Assembly Rules Committee elects to remove any improvements or fixtures and removal causes damage or injury to the Premises, and then only to the extent of any damage or injury.

27. TIME OF ESSENCE, BINDING UPON SUCCESSORS: Time is of the essence of this Lease, and the provisions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder.

28. NO ORAL AGREEMENTS: It is mutually understood and agreed that no alterations or variations of the terms of this Lease shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the date first above written.

LESSOR:

County of San Benito _____

BY Mark Medina _____

TITLE Chair, Board of Supervisors _____

LESSEE:

**ASSEMBLY RULES COMMITTEE
CALIFORNIA STATE ASSEMBLY**

BY _____

**DEBRA GRAVERT
Chief Administrative Officer
Assembly Rules Committee**

EXHIBIT A

This lease is for one 12'x12' office located at 2301 Technology Parkway in Hollister, CA. The office is situated at the back of the first floor of the RMA department, near the rear exit, and it has one door and an exterior window. An existing desk and chair will be provided.

EXHIBIT B
LANDLORD'S WORK
(date)

The Lessor agrees to provide to Lessee the following construction, improvements, and/or alterations prior to taking possession of the Premises at _____:

N/A



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 37.

MEETING DATE: 6/11/2019

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER: Miguel Sanchez

SBC DEPT FILE NUMBER: 105

SUBJECT:

RESOURCE MANAGEMENT AGENCY

Adopt Resolution authorizing temporary closure of Anzar Road for PG&E pipeline inspection and maintenance work.

SBC FILE NUMBER: 105

SBC FILE NUMBER: 2019-54

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Pacific Gas and Electric Company will be inspecting sections of their underground natural gas pipeline in San Benito County's Anzar Road. PG&E performs these inspections as part of their system-wide program to ensure the safety of the transmission pipelines that deliver gas across the region. The work is expected to start in late June and continue until late December.

PG&E has applied for an Encroachment Permit for the proposed gas line inspection on Anzar road, and has stated that this work necessitates the road to be closed, and for a detour to be set up. The segment to be closed will start after 1440 Anzar Road to the intersection of Anzar and Cannon Roads, see attached construction and traffic control plan provided by PG&E. The actual

closure/detour will last for approximately 6 weeks, and will be in effect Monday through Friday between the hours of 7:00 AM to 5:00 PM. The road will be open on weekends, and non-work hours. Weather and other factors affecting safe working conditions may impact the proposed schedule.

Per California Code, Streets and Highways Code - SHC § 942.5, the Board of Supervisors may restrict the use of, or close, any county highway whenever the board considers such closing or restriction of use necessary: (a) For the protection of the public. (b) For the protection of such county highway from damage during storms. (c) During construction, improvement or maintenance operations thereon. Therefore, the encroachment permit is being submitted herewith for the Board's consideration. Following the Board's approval, staff will issue the encroachment permit permitting the work, and the closure of Anzar Road for said work.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

It is recommended that the Board of Supervisors:

1. Authorize staff to issue the encroachment permit to PG&E for the inspection of the natural gas pipeline on Anzar Road, and
2. Adopt Resolution authorizing temporary closure of Anzar Road for PG&E pipeline inspection and maintenance work.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Traffic Control Plan	5/31/2019	Other
Encroachment Permit	5/31/2019	Other
Notice to the Public	5/31/2019	Other
Resolution_	6/6/2019	Cover Memo

SCHEDULE OF SHEETS:

- SHEET 01 - TITLE / CONSTRUCTION NOTES
- SHEET 02 - DETAIL / STAMPS / LEGEND
- SHEET 03 - CASING LOCATION
- SHEET 04 - ANZAR ROAD CLOSURE
- SHEET 05 - CTS DETAILS / BILL OF MATERIAL

CONTACT INFORMATION:

- ARB PROJECT MANAGER ----- GREG SANDER (707) 389 - 8830
- PG&E ENGINEER ----- ALAN KWAN (925) 786 - 1067
- PROJECT MANAGER (GTS) ----- KAINI BUTTE (925) 453 - 1990
- PROJECT ENGINEER (GTS) ----- COLE MERRITT (925) 640 - 8816

REFERENCE DOCUMENTS:

- DBM - ITEM 683 - L-301H, MP 1.742 - ISSUED 1/16/2017
- B-MAOP15402501 - 16" MAIN NO. 301-H ANZAR TAP TO ANZAR METER, GM 174968

PACIFIC GAS & ELECTRIC CC-313 L-301H, MP 1.742 CASING REMOVAL

ORDER #74017353



VICINITY MAP
NOT TO SCALE

SAN JUAN BAUTISTA, CA

GENERAL NOTES:

1. THIS DRAWING IS ISSUED FOR PERMIT. REFER TO CONTRACT DOCUMENTATION FOR ADDITIONAL CLARITY OF SCOPE OF WORK.
2. THIS DRAWING HAS BEEN CREATED BY REVIEW OF THE AS-BUILT DRAWINGS & RECORDS. ACCURACY IS DEPENDENT UPON THE SOURCE DOCUMENTS LISTED IN THE REFERENCE DOCUMENTS.
3. UTILITIES SHOWN ON DRAWING ARE APPROXIMATE BASED UPON REVIEW OF PG&E DIG SHEET, DIGS BASIS MEMO, & GIS. CONTRACTOR TO CALL USA TO HAVE LOCATION OF THESE FACILITIES MARKED & POTHOLE TO EXPOSE/VERIFY LOCATION.

CONSTRUCTION NOTES:

1. UNDERGROUND SERVICE ALERT : CALL 811 (1-800-227-2600) A MINIMUM OF 2 BUSINESS DAYS (NOT INCLUDING INITIAL DAY OF CONTACT) IN ADVANCE FOR THE MARKING OF UNDERGROUND UTILITIES, INCLUDING ALL NON-UTILITIES BEFORE YOU DIG, GRADE, OR EXCAVATE.
2. UTILITY NOTES:
 - A. DIMENSIONS SHOWN ON THESE DRAWINGS ARE BASED ON THE BEST AVAILABLE INFORMATION FROM SEVERAL SOURCES, & SHALL BE VERIFIED IN THE FIELD BY CONSTRUCTION PERSONNEL PRIOR TO EXCAVATION.
 - B. THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE & LOCATION OF UNDERGROUND UTILITIES, PROPERTY LINES, & OTHER SUBSTRUCTURES IS NOT GUARANTEED TO BE ACCURATE OR ALL-INCLUSIVE, UNLESS OTHERWISE NOTED. CONSTRUCTION PERSONNEL ARE RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE & LOCATION OF UNDERGROUND UTILITIES & OTHER SUBSTRUCTURES AS NECESSARY TO AVOID DAMAGE OR ENCROACHMENTS.
 - C. PROSPECTING IS REQUIRED AHEAD OF WORK.
 - D. ALL EXCAVATIONS WITHIN EXISTING STATIONS SHALL BE HAND DUG OR EXCAVATED USING SOFT DIG METHODS (e.g. VACUUM EXCAVATIONS OR SIMILAR).

3. COATING REMOVAL:
BEFORE REMOVING THE PIPE COATING ON PRE-1972 PIPE (DOES NOT INCLUDE PLASTIC TAPE OR FUSION BONDED EPOXY COATINGS) THE FOLLOWING STEPS SHALL BE TAKEN:
 - A. FOR ALL NON-EMERGENCY WORK, PRE-1972 PIPE WRAP MUST BE EVALUATED TO DETERMINE IF IT CONTAINS ASBESTOS PRIOR TO REMOVAL.
 - B. FOR EMERGENCY WORK ON PRE-1972 PIPE, ASSUME THE WRAP CONTAINS > 1% ASBESTOS UNTIL THE WRAP CAN BE TESTED.
 - C. OBTAIN SAMPLES OF THE WRAP, & HAVE SAMPLES TESTED FOR ASBESTOS IN ACCORDANCE WITH WP 4711-01.
 - D. TEST RESULTS ARE TO BE INCLUDED WITH THE FINAL JOB PACKAGE.
 - E. FOLLOW PROCEDURE IN WP 4711-01 FOR REMOVAL OF PIPE WRAP.
4. RESTORATION & CLEAN UP:
 - A. RESTORATION OF PUBLIC STREETS, SIDEWALKS, CURBS, ETC. ABOVE PIPE BEDDING SHALL BE IN ACCORDANCE WITH THE LATEST CITY, COUNTY, OR AGENCY STANDARDS.
 - B. WHEREVER THERE ARE ROW CROPS, THE TOPSOIL SHALL BE REMOVED TO A DEPTH OF 12" & STORED ON SITE. UPON COMPLETION OF CONSTRUCTION, THE TOPSOIL SHALL BE RESTORED. TAKE CARE TO PREVENT MIXING OF TOPSOIL & SUBSOIL.
5. WELDING REQUIREMENTS:
 - A. INSTALL TEST STATIONS WITH THERMITE WELD CONNECTION IN ACCORDANCE WITH GAS T & D CORROSION CONTROL MANUAL O-10, O-10.1, & O-10.2.
6. PAINTING & COATING REQUIREMENTS:
 - A. ALL EXPOSED PIPE & FITTINGS ARE TO BE PAINTED IN ACCORDANCE WITH GAS STANDARD E-30. ALL COATING ON BURIED PIPE & FITTINGS ARE TO BE APPLIED IN ACCORDANCE WITH GAS STANDARD E-35.
 - B. FOR COATING SELECTIONS ON BURIED PIPE, SEE DIRECT BURIAL COATING SELECTIONS TABLE.
7. DOCUMENTATION OF INSPECTION OF EXISTING PIPELINE:
WHENEVER EXISTING BURIED GAS FACILITIES ARE EXCAVATED DURING ENGINEERING OR DURING CONSTRUCTION, AN A-FORM (TD-4110P-03-F01) SHALL BE COMPLETED FOR THE GENERAL INSPECTION. THIS ALSO APPLIES TO GAS FACILITIES BEING DEACTIVATED. THE COMPLETED A-FORM SHALL BE SUBMITTED WITH THE FINAL JOB PACKAGE.
8. COPIES OF REFERENCE DRAWINGS ARE AVAILABLE TO FIELD PERSONNEL (PG&E, INSPECTION OR CONTRACTOR) ON AN AS NEEDED BASIS. CONTACT THE PROJECT ENGINEER IDENTIFIED IN CONTACTS TO OBTAIN COPIES OF REFERENCE DRAWINGS.

SEQUENCE OF OPERATIONS:

1. INSTALL BMPS.
2. EXCAVATE & EXPOSE CASING AS SHOWN IN LOCATION IMAGE(S).
3. CUT & REMOVE CASING. AS NEEDED, SUPPORT PIPE WHILE CASING IS BEING REMOVED.
4. COMPLETE "H" FORM INSPECTION.
5. PERFORM REPAIRS AS NEEDED.
6. RECOAT THE PIPELINE IN ACCORDANCE WITH GAS STANDARD E-35.
7. INSTALL TEST FACILITIES (ETS &/OR CTS) AS REQUIRED BY PROJECT ENGINEER.
8. COMPLETE DOCUMENTATION AS REQUESTED BY THE PROJECT ENGINEER.
9. BACKFILL & COMPACT EXCAVATION PER PERMIT STANDARDS.
10. INSTALL PG&E GAS WARNING DECALS & PIPELINE MARKER DECALS AS NEEDED.
11. REMOVE BMPS.
12. RESTORE PROJECT SITE.

SAFETY

SAFETY PLEDGE

I ALWAYS PUT SAFETY FIRST.

I LOOK FOR AND ACT TO RESOLVE UNSAFE SITUATIONS.

I HELP AND ENCOURAGE OTHERS TO ACT SAFELY.

ISSUED
FOR
PERMIT

575 Lannon Lane, Suite 250
Walnut Creek, CA
(925) 478-8530
www.gtsinc.us
Project No. 18006

Primoris

ARB Underground

811

Know what's below.
Call before you dig.

THIS DRAWING IS FOR VISUAL REFERENCE ONLY. SCALE IS APPROXIMATE. LOCATION OF EXISTING AND PROPOSED STRUCTURES IS APPROXIMATE. ANY AND ALL DIMENSIONS ARE APPROXIMATE. ORIGINAL DRAWING SIZE 11"x17". IMAGE SOURCE: MICROSOFT BING

NO.	DATE	DESCRIPTION	GM/SPEC	DWN	CHKD	SUPV
D	05/02/18	ISSUED FOR PERMIT - COMBINED PHASE 1 & PHASE 2	74017353	MG	CGM	BTC
C	02/28/18	ISSUED FOR PERMIT - ADDED PHASES	74017353	MG	CGM	BTC
B	01/02/18	ISSUED FOR PERMIT	74011139	MP	CGM	BTC
A	12/18/17	ISSUED FOR REVIEW	74011139	MG	CGM	BTC
REVISIONS						

GM 74017353
SUPV
DSGN
DWN MG
CHKD CGM
OK BTC
DATE 12/18/2017
SCALES AS SHOWN

PACIFIC GAS & ELECTRIC
CC-313
L-301H, MP 1.742
CASING REMOVAL

SAN JUAN BAUTISTA, CALIFORNIA

DRAWING NUMBER GTS-18006	SHEET 01 OF 05
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LEGEND:

	PROPOSED GAS TRANSMISSION LINE
	EXISTING GAS TRANSMISSION LINE
	GAS TRANSMISSION LINE (TO BE RETIRED)
	GAS TRANSMISSION LINE (TO BE REMOVED)
	GAS DISTRIBUTION LINE
	GAS SERVICE LINE
	GAS TRANSMISSION LINE (RETIRED)
	GAS DISTRIBUTION LINE (RETIRED)
	GAS SERVICE LINE (RETIRED)
	ELECTRIC TRANSMISSION LINE
	ELECTRIC DISTRIBUTION LINE
	ELECTRIC SERVICE LINE
	TELEPHONE LINE
	CABLE TV LINE
	STORM DRAIN LINE
	SEWER LINE
	WATER LINE
	COMMUNICATION LINE
	FIBER OPTIC LINE
	EDGE OF PAVEMENT
	FACE OF CURB
	FENCE
	WALL
	K-RAIL
	GUARD RAIL

	PIPE END CUT (SIDE)		ELECTRIC VAULT
	PIPE END CUT		UTILITY POLE (ELECTRIC)
	CENTERLINE		UTILITY POLE (OTHER)
	COMPUTER AUTOMATED TEST STATION		JOINT POLE
	COUPON TEST STATION		WATER METER
	ELECTROLYSIS TEST STATION		WATER VALVE
	GAS VALVE		STORM DRAIN
	GAS VAULT		SEWER MANHOLE
	INSULATION JOINT		TIE-IN WELD
	PRESSURE CONTROL FITTING		TREE
	GAS VENT		AGM
	POT HOLE		FIRE HYDRANT

ACRONYM DEFINITION:

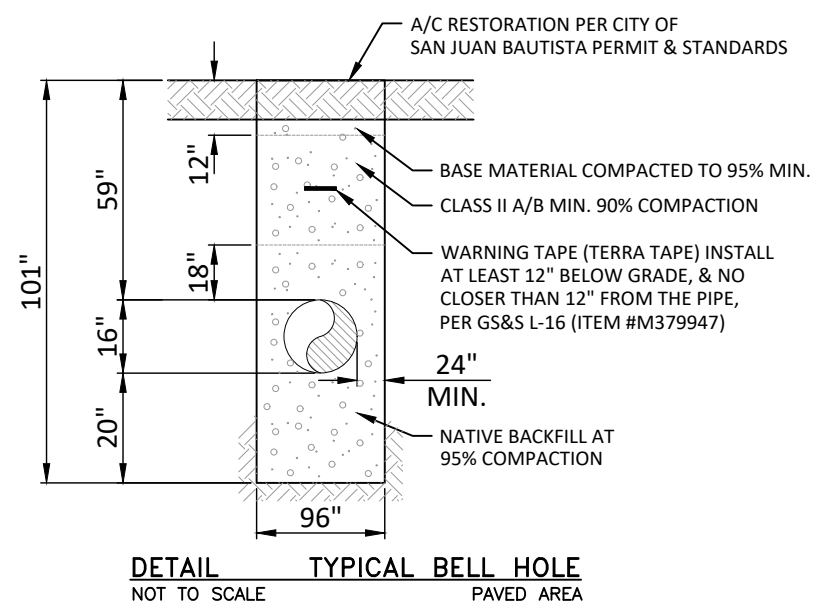
(E)	Existing
(P)	Proposed
DET	Detail
DIST	Distribution
HPR	High Pressure Regulator
ILI	In-Line Inspection
M	Monitor
MLV	Main Line Valve
MP	Mile Point
NDE	Non-Destructive Examination
NTS	Not to Scale
OD	Outside Pipe Diameter
P/L	Property Line
PCF	Pressure Control Fitting
PL	Plastic
PSI	Pounds per Square Inch
REG	Regulator
ROW	Right of Way
SMYS	Specified Minimum Yield Strength
STD	Standard
TCE	Temporary Construction Easement
TCP	Traffic Control Plan
TYP	Typical
UG	Underground
UT	Ultra-Sonic Test
VIF	Verify in Field

NOTIFIED U.S.A.

DATE _____

TICKET NUMBER _____

BY _____



DIRECT BURIAL COATING SELECTIONS
LISTED IN ORDER OF PREFERENCE

MAIN LINE COATING	FBE (E-35.4)
MINOR REPAIRS	LIQUID EPOXY (E-35.3) OR FBE PATCH STICK (E-35.4)
TIE-IN WELDS	LIQUID EPOXY (E-35.1)
GIRTH WELDS	LIQUID EPOXY (E-35.1)
BUTT WELDED FITTINGS	LIQUID EPOXY (E-35.1)
VALVE ASSEMBLIES	LIQUID EPOXY (E-35.7), WAX TAPE (E-35.7)
SHORT SEGMENTS OF PIPE	LIQUID EPOXY (E-35.1)
AIR-TO-SOIL TRANSITIONS	LIQUID EPOXY/PSX 700 (E-35.8)
PRESSURE CONTROL FITTINGS	LIQUID EPOXY (E-35.7), WAX TAPE (E-35.7)
TIE-INS/COATING TRANSITIONS	LIQUID EPOXY (E-35.3)

BORED COATING SELECTIONS
LISTED IN ORDER OF PREFERENCE

MAIN LINE COATING	ARO APPLIED OVER FBE
MINOR REPAIRS	LIQUID EPOXIES (E-35.2)
TIE-IN WELDS	LIQUID EPOXIES (E-35.2)

NOTES:

1) CONTACT THE PIPELINE ENGINEER (PLE) TO REQUEST A VARIANCE FROM THE ABOVE COATING SELECTIONS.

2) THE REFERENCED E-35 SERIES DOCUMENTS CONTAIN THE APPROVED PRODUCTS FOR EACH APPLICATION.

3) ALL COATINGS ARE TO BE APPLIED IN ACCORDANCE WITH GDS E-35 AND THE E-35 SERIES DOCUMENTS REFERENCED.

4) FOR ALL ABOVE GROUND PIPE COATINGS, SEE GDS E-30.

SAFETY

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GM 74017353
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SCALES AS SHOWN

PACIFIC GAS & ELECTRIC
CC-313
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CASING REMOVAL

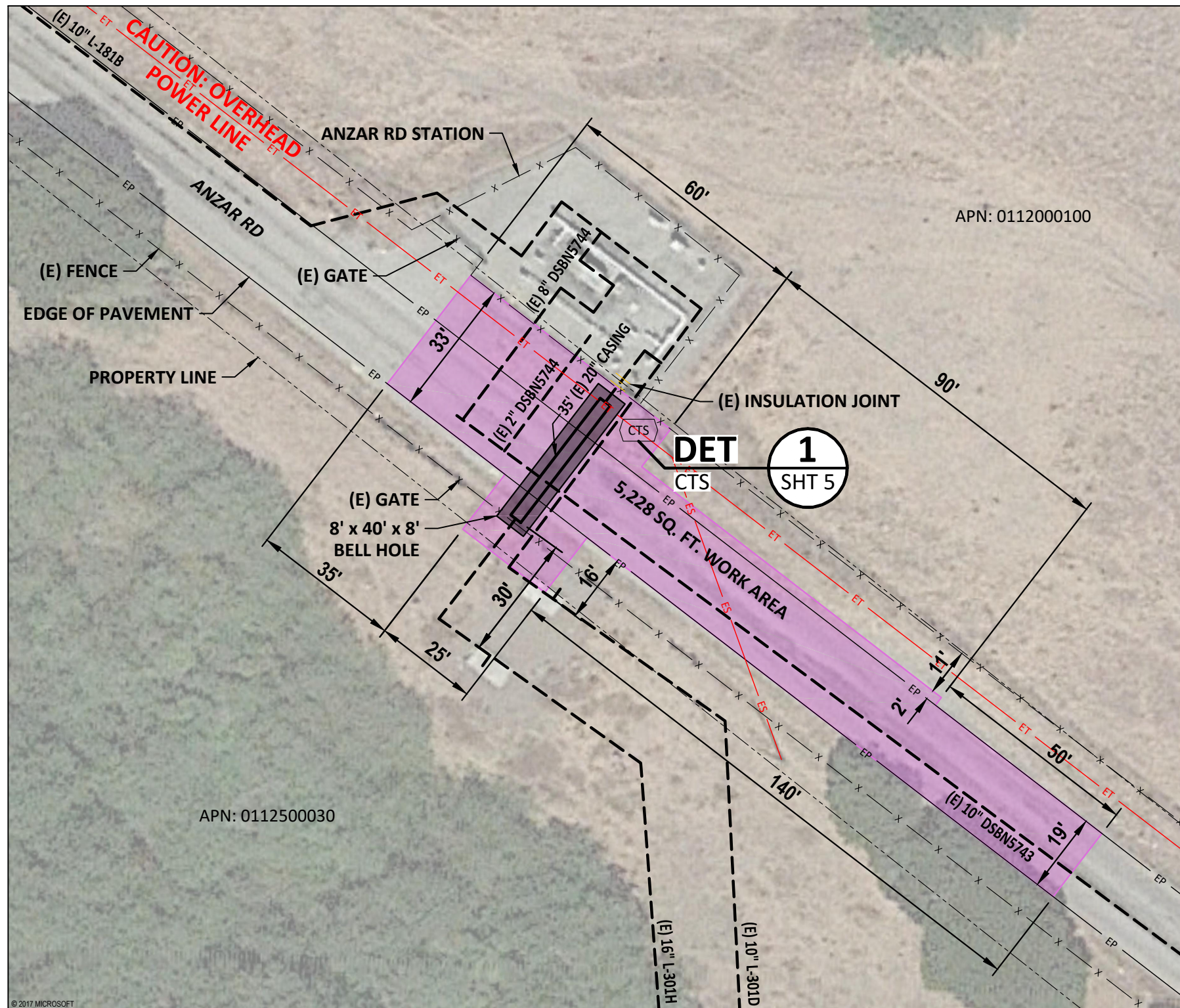
SAN JUAN BAUTISTA, CALIFORNIA

DRAWING NUMBER GTS-18006

SHEET 02 OF 05

D

CASING LOCATION
 ANZAR RD STATION
 SAN JUAN BAUTISTA, CA
 WALL MAP: 3712, PLAT: H04, BLOCK: 3, CPA: 3742-89
 (SCALE: 1" = 30')



CC-313
 L-301H, DIG MP: 1.742
 COVER TYPE: SOIL / ASPHALT, T.O.P.: 59"
 EXCAVATION DEPTH: 101"
 PIPE: 16.000" OD x 0.219" WT, API 5L, X-42, ERW, DOUBLE WRAPPED
 CASING: 20.000" DIA., 35' LONG, T.O.C.: 57"
 MAOP: 500 PSIG, YEAR INSTALL: 1971

POST BACKFILL AS-BUILT STAMP (To be filled out by inspector)		DATE
Pipe Protection Installed? Y / N If yes specify Type _____ <small>(CIRCLE ONE) (ex: Rock shield, Stacguard, etc)</small>		
PIPE ZONE BACKFILL MATERIAL: NATIVE / SAND / OTHER _____ <small>(CIRCLE ONE)</small>		
FINAL BACKFILL MATERIAL NATIVE / AGGREGATE BASE / OTHER _____ <small>(CIRCLE ONE)</small>		
P/S (mv) _____		
Inspector: _____ ID _____ Signature: _____ <small>(Print Name)</small>		

SAFETY
 SAFETY PLEDGE
 I ALWAYS PUT SAFETY FIRST.
 I LOOK FOR AND ACT TO
 RESOLVE UNSAFE SITUATIONS.
 I HELP AND ENCOURAGE
 OTHERS TO ACT SAFELY.

ISSUED FOR PERMIT



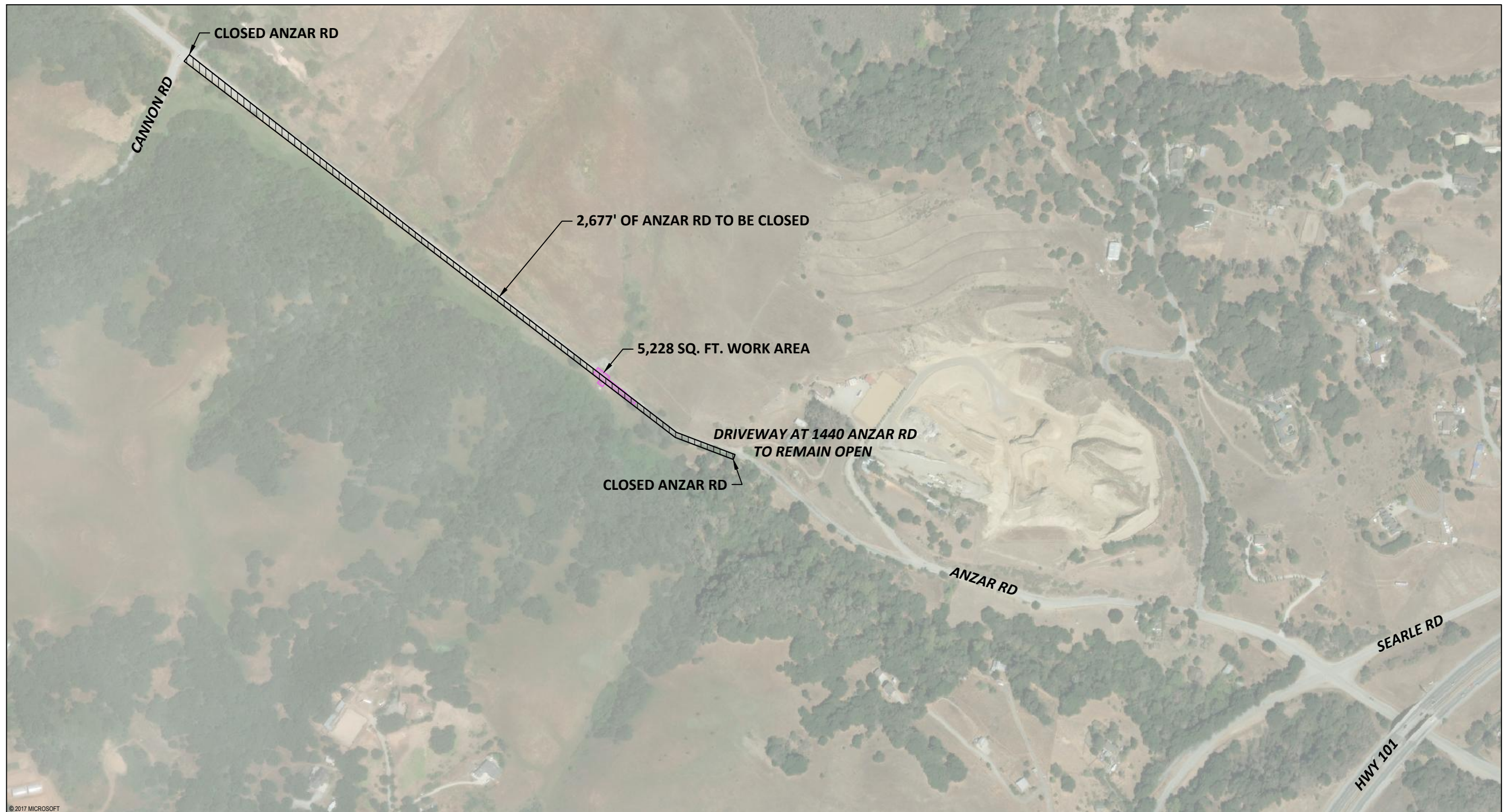
THIS DRAWING IS FOR VISUAL REFERENCE ONLY. SCALE IS APPROXIMATE. LOCATION OF EXISTING AND PROPOSED STRUCTURES IS APPROXIMATE. ANY AND ALL DIMENSIONS ARE APPROXIMATE. ORIGINAL DRAWING SIZE 11"x17". IMAGE SOURCE: MICROSOFT BING

NO.	DATE	DESCRIPTION	GM/SPEC	DWN	CHKD	SUPV
D	05/02/18	ISSUED FOR PERMIT - COMBINED PHASE 1 & PHASE 2	74017353	MG	CGM	BTC
C	02/28/18	ISSUED FOR PERMIT - ADDED PHASES	74017353	MG	CGM	BTC
B	01/02/18	ISSUED FOR PERMIT	74011139	MP	CGM	BTC
A	12/18/17	ISSUED FOR REVIEW	74011139	MG	CGM	BTC

GM 74017353
 SUPV
 DSGN
 DWN MG
 CHKD CGM
 OK BTC
 DATE 12/18/2017
 SCALES AS SHOWN

PACIFIC GAS & ELECTRIC
 CC-313
 L-301H, MP 1.742
 CASING REMOVAL
 SAN JUAN BAUTISTA, CALIFORNIA
 DRAWING NUMBER GTS-18006
 SHEET 03 OF 05
 D

ANZAR ROAD CLOSURE
 ANZAR RD STATION
 SAN JUAN BAUTISTA, CA
 WALL MAP: 3712, PLAT: H04, BLOCK: 3, CPA: 3742-89
 (SCALE: 1" = 400')



SAFETY

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**ISSUED
 FOR
 PERMIT**

GTS
 Gas Transmission Systems, Inc.
 575 Lannen Lane, Suite 250
 Walnut Creek, CA
 (925) 478-8530
 www.gtinc.us
 Project No. 18006

PSC
 Primoris
 ARB Underground

811
 Know what's below.
 Call before you dig.

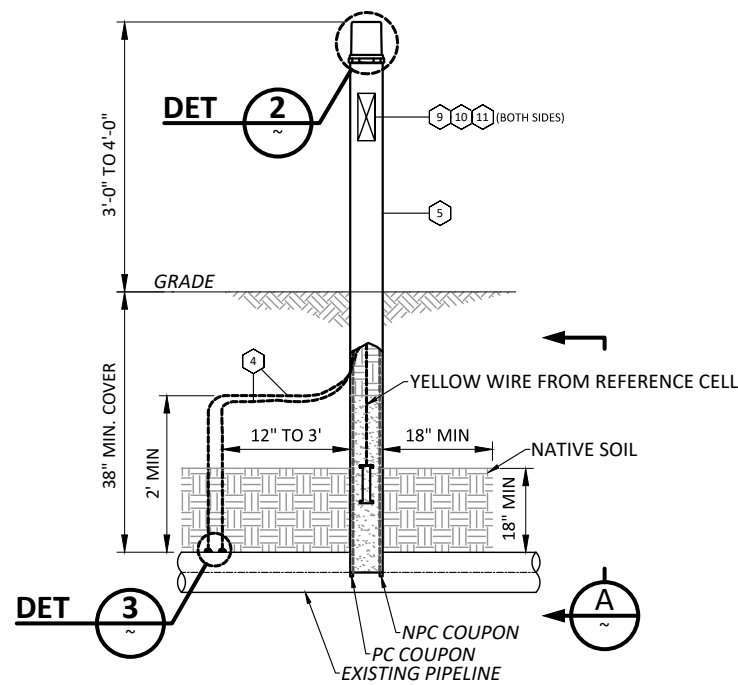
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GM 74017353
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DSGN
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DATE 12/18/2017
SCALES AS SHOWN

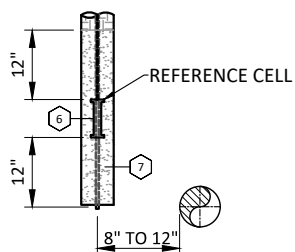
PACIFIC GAS & ELECTRIC
 CC-313
 L-301H, MP 1.742
 CASING REMOVAL
 SAN JUAN BAUTISTA, CALIFORNIA

DRAWING NUMBER: GTS-18006
 SHEET: 04 OF 05
 D



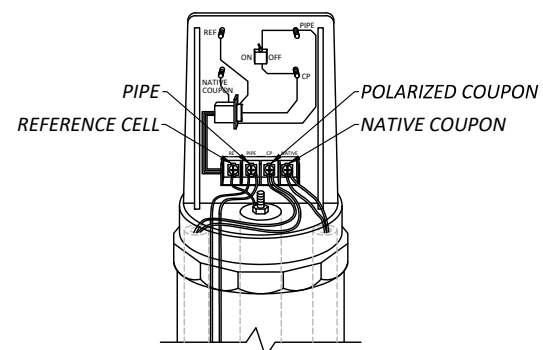
NOTE:
INSTALL COUPONS PARALLEL TO PIPE A DISTANCE OF 8" TO 12".
COUPONS MUST BE INSTALLED IN NATIVE SOIL WITHIN 18" OF ELECTRODE.
TAMP NATIVE & IMPORT TO ACHIEVE A MIN. 95% COMPACTION.

DETAIL 1 COUPON TEST STATION ABOVE GROUND
SCALE: NO SCALE SHT 4



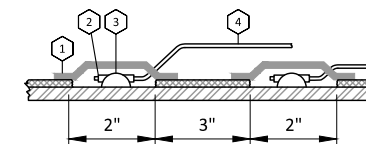
NOTE:
INSTALL REFERENCE ELECTRODE WITHIN 12" FROM THE BOTTOM OF THE TUBE. FILL TUBING WITH CASING MUD TO AT LEAST 12" ABOVE REFERENCE ELECTRODE. THE REMAINDER OF THE TUBE CAN BE FILLED WITH NATIVE SOIL.

SECTION A
SCALE: NO SCALE



NOTE:
7 WIRES TO UNITE NPC (BLACK X2),
WIRE PC (WHITE X2), WIRE REF CELL (YELLOW),
PIPE #10 (BLACK X2) GAUGE SOLD WIRES.

DETAIL 2 COUPON TEST STATION HEAD
SCALE: NO SCALE



DETAIL 3 ATTACHING THE WIRES TO THE GAS MAIN (CCV O-10) FIGURE 1
SCALE: NO SCALE

BILL OF MATERIAL

Item Number	Description	PG&E Material Code	Units	Quantity	Catalog or Drawing Reference Number	Purchase Order Information
1	Handy Cap, Royston 4" x 4" Patch With Integrated Primer, 20 Per Roll	M562324	Ea.	2	GS&S O-10	
2	Sleeve, Copper, Thermoweld A200 or Equivalent	M303755	Ea.	2	GS&S O-10	
3	Cartridges, Cadweld CA-15, or Thermoweld 15P, 15-Gram, 20 Per Box	M159260	Ea.	2	GS&S O-10	
4	Wire, 500' Coil, #10, HMWPE With 30 Mil Thickness, Solid Copper, Black Insulation	M294991	Ft.	500'	GS&S O-10	
5	Coupon Test Station	M560691	Ea.	1	GS&S O-10.2	
6	Electrode, Reference, Stelth 2 CUCUSO4 Borin Manufacturing #SRE-007-CUY with 50' of Wire	M241423	Ea.	1	GS&S O-70	
7	Borin, Backfill, Gelatin (Electric Mud), 1 Container	M041192	Ea.	1	GS&S O-70	
8	Warning Tape	M379947	Ft.	1000'	GS&S L-16	
9	Gas Warning Decal, English	M379964	Ea.	2	GS&S L-10	
10	Gas Warning Decal, Spanish	M379963	Ea.	2	GS&S L-10	
11	Pipeline Offset Decal	M379960	Ea.	2	GS&S L-12	

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IMAGE SOURCE: MICROSOFT BING

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SCALES AS SHOWN

PACIFIC GAS & ELECTRIC
CC-313
L-301H, MP 1.742
CASING REMOVAL
SAN JUAN BAUTISTA, CALIFORNIA

DRAWING NUMBER GTS-18006
SHEET 05 OF 05
D

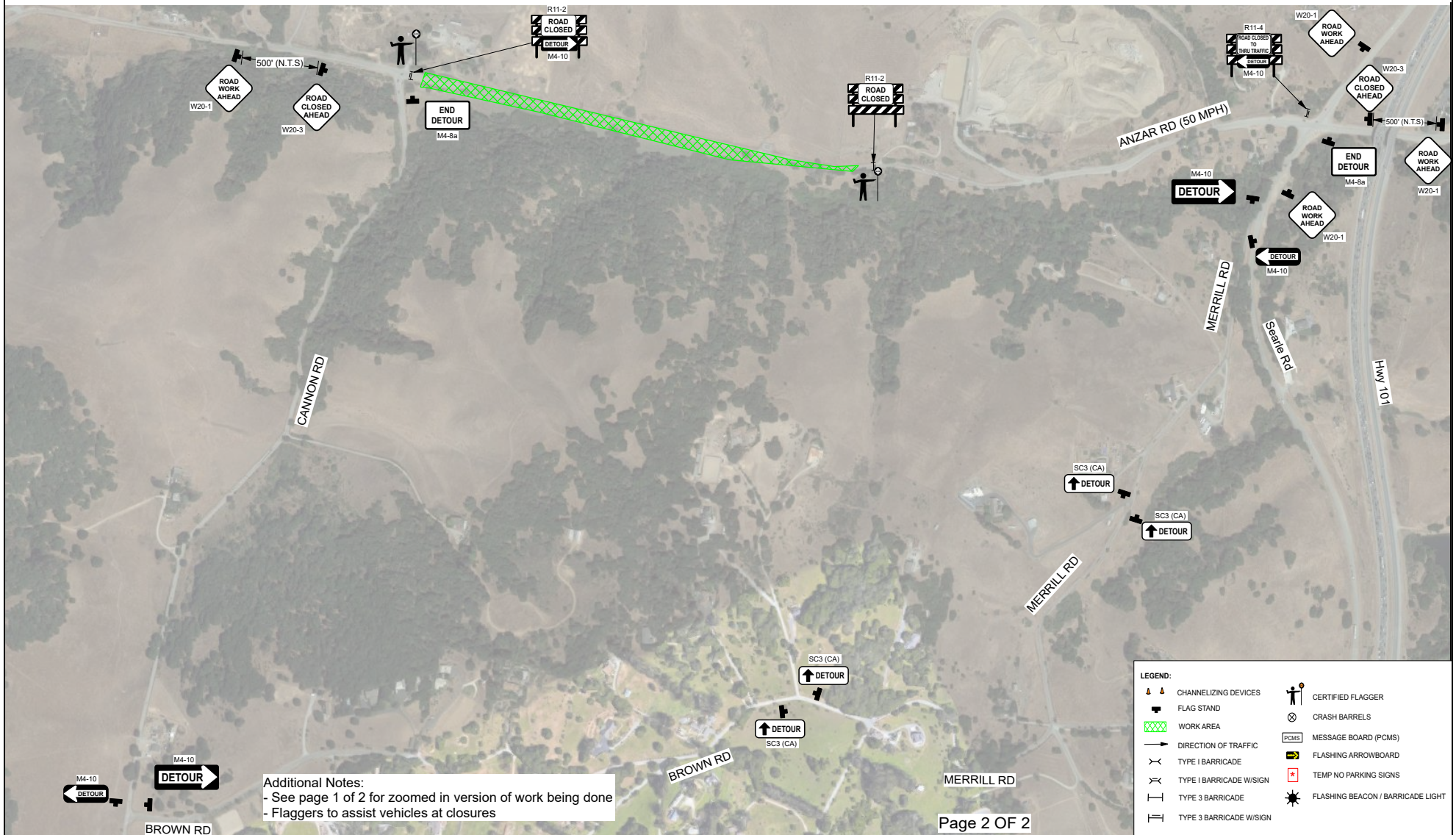


Additional Notes:
 - Entire Road closed. Please see page 2 for advanced warning signs, detour signs and road closed signs

LEGEND:

	CHANNELIZING DEVICES		CERTIFIED FLAGGER
	FLAG STAND		CRASH BARRELS
	WORK AREA		MESSAGE BOARD (PCMS)
	DIRECTION OF TRAFFIC		FLASHING ARROWBOARD
	TYPE I BARRICADE		TEMP NO PARKING SIGNS
	TYPE I BARRICADE W/SIGN		FLASHING BEACON / BARRICADE LIGHT
	TYPE 3 BARRICADE		
	TYPE 3 BARRICADE W/SIGN		

<p>NOTES</p> <ul style="list-style-type: none"> . Traffic control shall conform with MUTCD and/or Caltrans Standards section 6 dated 2014. . One lane of traffic in each direction and all high volume turning lanes shall be maintained at all times on all streets at a minimum lane width 10 feet. . Contractor shall notify local authorities once signs are posted. . All advanced warning signs shall be equipped with 2 (18" orange flags). . Certified Traffic Control Workers shall have Type II vests, work shoes and hard hats. 	<ul style="list-style-type: none"> . Temporary no parking signs shall be placed a min of 72 hrs prior of work. . Driveways shall be monitored and maintained at all times during work hours. . Distance between signs and work area will be determined on speed limit. . Roadways shall not be opened until safe for public use. All open trenches must be plated or backfilled prior to public usage. . All Devices shall be removed when no longer required. 	<p>MUTCD TABLE 6C-1</p> <table border="1"> <thead> <tr> <th rowspan="2">ROAD TYPE</th> <th colspan="3">DISTANCE BETWEEN SIGNS</th> </tr> <tr> <th>A</th> <th>B</th> <th>C</th> </tr> </thead> <tbody> <tr> <td>Urban (Low Speed) - 25 mph or less</td> <td>100 ft</td> <td>100 ft</td> <td>100 ft</td> </tr> <tr> <td>Urban (Low Speed) - 25 to 40 mph</td> <td>250 ft</td> <td>250 ft</td> <td>250 ft</td> </tr> <tr> <td>Urban (High Speed) - 40 mph</td> <td>350 ft</td> <td>350 ft</td> <td>350 ft</td> </tr> <tr> <td>Rural</td> <td>500 ft</td> <td>500 ft</td> <td>500 ft</td> </tr> <tr> <td>Expressway / Freeway</td> <td>1,000 ft</td> <td>1,500 ft</td> <td>2,640 ft</td> </tr> </tbody> </table>	ROAD TYPE	DISTANCE BETWEEN SIGNS			A	B	C	Urban (Low Speed) - 25 mph or less	100 ft	100 ft	100 ft	Urban (Low Speed) - 25 to 40 mph	250 ft	250 ft	250 ft	Urban (High Speed) - 40 mph	350 ft	350 ft	350 ft	Rural	500 ft	500 ft	500 ft	Expressway / Freeway	1,000 ft	1,500 ft	2,640 ft	<p>COMPASS:</p>	<p>SCALE:</p> <p>NOT TO SCALE:</p>	<p>PROJECT LOCATION:</p> <p>ANZAR RD SAN JUAN BAUTISTA, CA</p>	<p>REQUEST BY:</p> <p>RYAN HARPER 925-997-1847 ARB</p>	<p>Drawn By:</p> <p>Jon Castro CSLBP 91704 Office: 910-657-2543 Fax: 910-657-2544 44800 Industrial Drive Fremont, CA 94538 WWW.BATSTRAFFICSOLUTIONS.COM</p>
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Additional Notes:
 - See page 1 of 2 for zoomed in version of work being done
 - Flaggers to assist vehicles at closures

LEGEND:

- CHANNELIZING DEVICES
- FLAG STAND
- WORK AREA
- DIRECTION OF TRAFFIC
- TYPE I BARRICADE
- TYPE I BARRICADE W/SIGN
- TYPE 3 BARRICADE
- TYPE 3 BARRICADE W/SIGN
- CERTIFIED FLAGGER
- CRASH BARRELS
- MESSAGE BOARD (PCMS)
- FLASHING ARROWBOARD
- TEMP NO PARKING SIGNS
- FLASHING BEACON / BARRICADE LIGHT

NOTES

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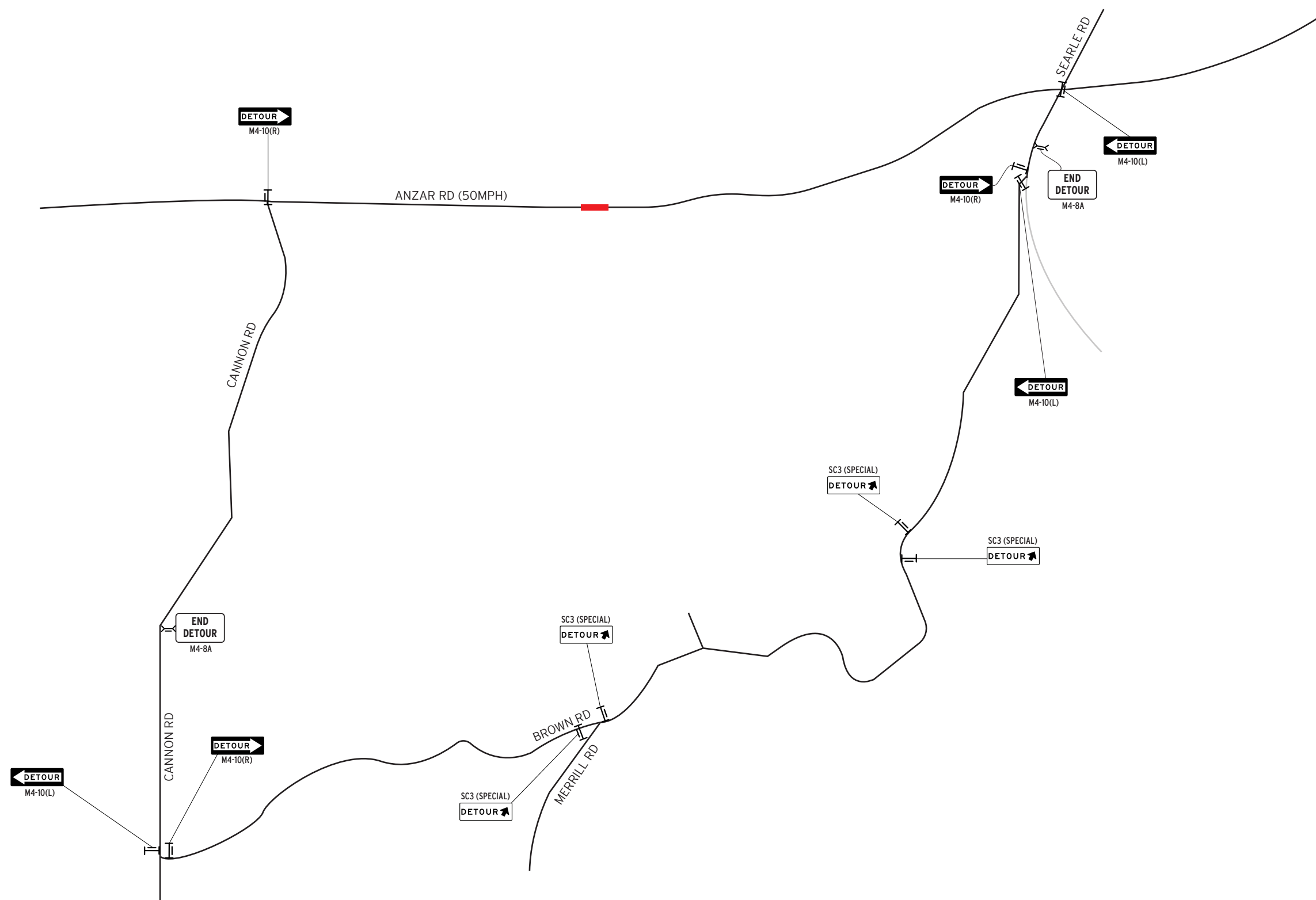
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ROAD TYPE	DISTANCE BETWEEN SIGNS		
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Urban (Low Speed) - 25 to 40 mph	250 ft.	250 ft.	250 ft.
Urban (High Speed) - 40 mph	350 ft.	350 ft.	350 ft.
Rural	500 ft.	500 ft.	500 ft.
Expressway / Freeway	1,000 ft.	1,500 ft.	2,640 ft.



SCALE:
 NOT TO SCALE:
 PROJECT LOCATION:
 ANZAR RD
 SAN JUAN BAUTISTA, CA
 REQUEST BY:
 RYAN HARPER
 925-997-1847
 ARB
 DATE REQSTD: 3/16/2018
 DATE COMPLTD: 3/12/2018
 PW #
 JOB # CC-313

AFTER HOURS EMERGENCY
 510-299-6666
 4480 Industrial Drive Fremont, CA 94538
 WWW.BATSTRAFFICSOLUTIONS.COM
 B.A.T.S. TRAFFIC SOLUTIONS
 Drawn By:
 Jon Castro
 CSL# 91704
 Office: 510-657-2543
 Fax: 510-657-2544



- LEGEND:**
- CHANNELIZING DEVICE
 - ▲ SIGN
 - WORK ZONE
 - ↓ DIRECTION OF TRAFFIC
 - ⌵ TYPE 1 BARRICADE
 - ⌵ TYPE 1 BARRICADE W/SIGN
 - ⌵ TYPE 3 BARRICADE
 - ⌵ TYPE 3 BARRICADE W/SIGN
 - ▲ ARROW BOARD MARKER
 - K-RAIL
 - ⚠ CERTIFIED FLAGGER
 - ⊗ CRASH BARRELS
 - ▭ MESSAGE BOARD (PCMS)
 - ⚡ FLASHING ARROWBOARD
 - ⊠ TEMP NO PARKING SIGNS
 - ★ FLASHING BEACON/BARRICADE LIGHT

- NOTES**
- Traffic control shall conform with the most current CAMUTCD part 6 and/or Caltrans Standards
 - One lane of traffic in each direction and all high volume turning lanes shall be maintained at all times on all streets at a minimum lane width of 10 feet.
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835

MEANING OF LETTER CODES ON TYPICAL APPLICATION DIAGRAMS

ROADTYPE	DISTANCE BETWEEN SIGNS		
	A	B	C
Urban (Low Speed) - 25 mph or less	100 ft	100 ft	100 ft
Urban (Low Speed) + 25 to 40 mph	250 ft	250 ft	250 ft
Urban (High Speed) + 40 mph	350 ft	350 ft	350 ft
Rural	500 ft	500 ft	500 ft
Expressway / Freeway	1,000 ft	1,500 ft	2,640 ft



SCALE:
NOT TO SCALE

DATE REQD: 5/1/19
DATE COMPLTD: 5/2/19

PROJECT LOCATION:
**ANZAR RD,
SAN JUAN BAUTISTA, CA**

JOB#: CC-313
PAGE#: 2/2

REQUEST BY:
**TIM VANCE
ARB
925-597-3400
TVANCE@PRIM.COM**

signed 05/01/19

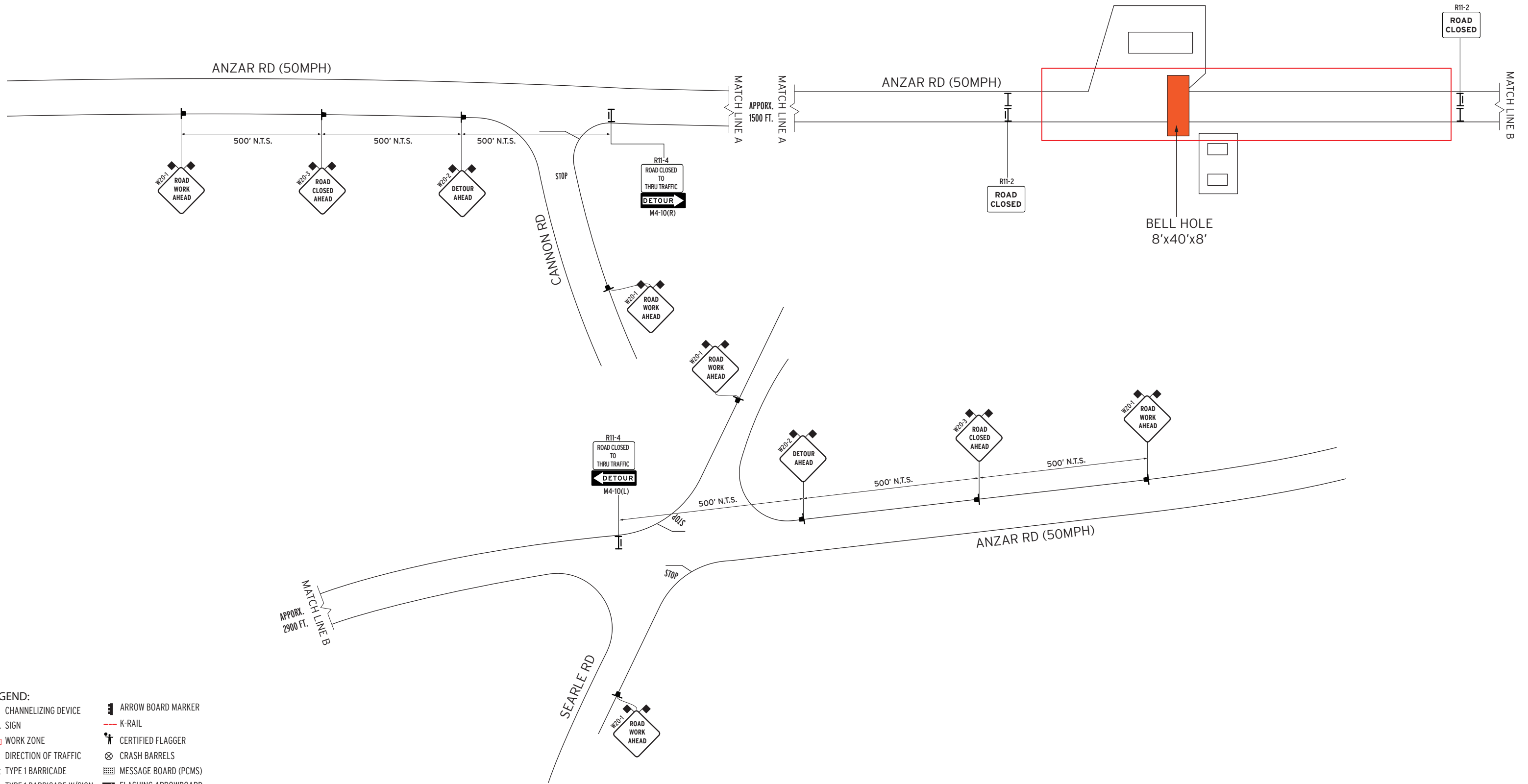
**PHASE 2
DETOUR
TEMP TRAFFIC CONTROL PLAN**

**AFTER HOURS
EMERGENCY
510-299-5666**

44800 Industrial Drive Fremont, CA 94538
WWW.BATSTRAFFICSOLUTIONS.COM

Drawn By:
DREW PATEL
CSLB# 917034
Office: 510-657-2543
Fax: 510-657-2544

B.A.T.S. TRAFFIC SOLUTIONS



- LEGEND:**
- CHANNELIZING DEVICE
 - ▬ SIGN
 - ▭ WORK ZONE
 - ↓ DIRECTION OF TRAFFIC
 - ⌵ TYPE 1 BARRICADE
 - ⌵ TYPE 1 BARRICADE W/SIGN
 - ⌵ TYPE 3 BARRICADE
 - ⌵ TYPE 3 BARRICADE W/SIGN
 - ▬ ARROW BOARD MARKER
 - K-RAIL
 - ⚠ CERTIFIED FLAGGER
 - ⊗ CRASH BARRELS
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- NOTES**
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836

MEANING OF LETTER CODES ON TYPICAL APPLICATION DIAGRAMS

ROAD TYPE	DISTANCE BETWEEN SIGNS		
	A	B	C
Urban (Low Speed) - 25 mph or less	100 ft	100 ft	100 ft
Urban (Low Speed) + 25 to 40 mph	250 ft	250 ft	250 ft
Urban (High Speed) + 40 mph	350 ft	350 ft	350 ft
Rural	500 ft	500 ft	500 ft
Expressway / Freeway	1,000 ft	1,500 ft	2,640 ft



SCALE:
NOT TO SCALE

DATE REQD: **5/1/19**

DATE COMPLTD: **5/2/19**

PROJECT LOCATION:
**ANZAR RD,
SAN JUAN BAUTISTA, CA**

JOB#: **CC-313**

PAGE#: **1/2**

REQUEST BY:
**TIM VANCE
ARB
925-597-3400
TVANCE@PRIM.COM**

signed 05/01/19

**PHASE 1
TEMP TRAFFIC CONTROL PLAN**

**AFTER HOURS
EMERGENCY
510-299-5666**

Drawn By:
DREW PATEL
CSLB# 917034
Office: 510-657-2543
Fax: 510-657-2544
44800 Industrial Drive Fremont, CA 94538
WWW.BATSTRAFFICSOLUTIONS.COM

B.A.T.S. TRAFFIC SOLUTIONS

S.O. # _____
W.O. # _____
Util Co Ref # 74017353



Permit # _____
(County use only)

San Benito County Public Works Department
Application for Encroachment Permit

The undersigned hereby applies for permission to excavate, construct and/or otherwise encroach on a County road right of way by performing the work described herein:

State accurately the location of the work, giving the County road name and location. Applicant hereby agrees to perform the work in accordance with San Benito County Codes and any other applicable regulations and terms of approval.

Describe proposed project

PG&E gas pipeline casing removal. Excavate and expose casing. Cut and remove casing. Repair as needed. Backfill and restore the site.

Provide sketch below. Submit detailed plans if available.

On the following County road: Anzar Rd.

A FEE OF \$ _____ IS REQUIRED FOR THIS PERMIT
(Fee to be determined based on application)

All work performed under this permit must be completed on or before the expiration date of _____. Applicant(s)' signature below will indemnify and hold harmless the County of San Benito and all officers and employees thereof in connection with this work.

Applicant Name (print or type) Kai Butte

Address, city, state, zip 1875 Loveridge Road, Pittsburg, CA

Phone 925-453-1990

Applicant Signature (must be signed by applicant or authorized agent)

Kai Butte

4/23/2019

In compliance with your request and subject to all terms, conditions, and restrictions written above, and the general provisions attached and made a part of this permit by reference, this permit is approved

BY: _____ Date: _____
San Benito County authorized representative



SAN BENITO COUNTY PUBLIC WORKS DEPARTMENT

Certificate of Compliance with California Labor Code Section 3800 for use with Encroachment Permits

One of the mandatory conditions for the issuance of any permit from the San Benito County Public Works Department for the construction, alteration, improvement, demolition or repair of any road or structure in the County right of way requires completion of the following certificate of compliance with the California Labor Code Section 3800.

INSTRUCTIONS: Complete either Section 1 or Section 2, as appropriate, and sign the certificate at the bottom of the page.

Section 1 (Check if applicable)

_____ I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workman's compensation laws of California.

Section 2 (Check and complete either A, B, or C, THEN check and complete either D or E).

A X I certify that I am contracting with a licensed contractor to construct the project, said contractor being: (Name) ARB /Tim Vance 925-597-3400

B _____ I, as owner of the property, certify that I will be employing persons to perform the work for which this permit is issued and am subject to the workman's compensation laws of California.

C _____ I certify that I am licensed under the provisions of the Contractor's License Laws and further that my License Number _____ in Classification _____ is in full force and effect.

D _____ A certificate of consent to self-insure issued by the Director of Industrial Relations, or an exact copy or duplicate thereof certified by the Director is (hereby furnished to) (on file with) the San Benito County Public Works Department.

E X A certificate of workman's compensation insurance issued by an admitted insurer or an exact copy or duplicate thereof certified by the insurer, is (hereby furnished to) (on file with) the San Benito County Public Works Department.
Company Name: _____

- (1) Policy number: _____ Expiration date: _____
- (2) Indicates San Benito County as certificate holder for the insurer
- (3) States coverage is provided for construction permits in accordance with the California Labor Code Section 3800
- (4) And states that the insurer shall give San Benito County 30 days advance notice of the cancellation of the policy.

WARNING

If, after making the above certification, the applicant should become subject to the workman's compensation provision of the California Labor Code, the applicant shall forthwith comply with the provision of the California Code, Section 3700 and file a certificate with the San Benito County Public Works Department or this permit shall be deemed revoked.

Signature: Kai Butte Date: 4/23/2019

ENCROACHMENT PERMIT GENERAL PROVISIONS

The Department of Public Works shall receive notice at least forty-eight (48) hours prior to beginning any work within the County right of way. All work performed under this permit shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety and Cal-OSHA.

The job site shall be kept in a safe condition at all times by the daily removal of any excess dirt or debris which might be a hazard to either pedestrian or automobile traffic. All necessary traffic convenience and warning devices and personnel shall be provided, placed and maintained by and at the sole expense of the Permittee in accordance with the latest edition of the CalTrans Manual of Traffic Control.

After completion of the work permitted herein, all debris, lumber, barricades, or any excess material shall be removed and the job site left in a neat professional manner.

It is understood and agreed by the Permittee that the performance of any work under this permit shall constitute an acceptance of all the provisions contained herein and failure on the Permittee's part to comply with any provision will be cause for revocation of this permit. Except as otherwise provided for public agencies and franchise holders, this permit is revocable on five (5) days' notice. No material shall be stacked within eight (8) feet of the edge of the pavement or traveled way unless otherwise provided for herein.

The Permittee agrees by the acceptance of this permit to properly maintain any encroachment structure placed by the Permittee on any part of the County road and to immediately repair any injury to any portion of the roadway which occurs as a result of the maintenance of the encroachment structure, until such time as the Permittee may be relieved of the responsibility of such maintenance of the encroachment structure by the Public Works Department.

The Permittee also agrees by the acceptance of this permit to make, at his own expense, such repairs as may be deemed necessary by the Public Works Administrator or his representative.

It is further agreed by the Permittee that whenever construction, reconstruction, or maintenance work upon the road may require, the installation provided for herein shall, upon request of the Public Works Department, be immediately moved by and at the sole expense of the Permittee.

All backfill material is to be moistened as necessary and thoroughly compacted by mechanical means. If required by the Public Works Administrator, such backfill shall consist of gravel or crushed rock. The Permittee shall maintain the surface over structures placed hereunder as may be necessary to ensure the return of the roadway to a completely stable condition and until relieved of such responsibility by the Public Works Department. Wherever a gravel, crushed rock, or asphalt surface is cut or damaged in the work of placing an encroachment structure, such material shall either be separately stored and replaced in the roadway as nearly as possible to its original

state or shall be replaced in kind, and the roadway shall be left in at least as good a condition as it was before the commencement of operations of placing the encroachment structure.

Whenever necessary to secure permission from abutting property owners, such authority must be secured by the Permittee prior to starting work.

SITE DISCOVERED BY EXCAVATION OR CONSTRUCTION UNDER ENCROACHMENT PERMIT

Presence of Artifacts and/or Human Remains: Any holder of an encroachment permit who, at any time in the preparation for or process of excavating or otherwise disturbing the ground, discovers any human remains of any age, or any significant artifact or other evidence of an archaeological site, shall:

1. Cease and desist from all further excavations and disturbances within 200 feet of the discovery or in any nearby area reasonably suspected to overlie adjacent remains.
2. Arrange for staking completely around the area of discovery by visible stakes no more than 10 feet apart, forming a circle having a radius no less than 100 feet from the point of discovery; provided, however, that such staking need not take place on adjoining property unless the owner of the adjoining property authorizes such staking. Staking shall not include flags or other devices which may attract vandals.
3. Notify the Sheriff-Coroner of the discovery if human and/or questionable remains have been discovered. The Planning Director and the Public Works Administrator shall be notified also.
4. Subject to the legal process, grant all duly authorized representatives of the Coroner, Planning Director, and Public Works Administrator permission to enter onto the property and to take all actions consistent with the County Archaeological Ordinance and consistent with Section 7050.5 of the Health and Safety Code and Chapter 10 (commencing with Section 27460) of Part 3 of Division 2 to Title 3 of the Government Code.

_____ *Kai Butte* _____

4/23/2019

Date



May 23, 2019

We will begin inspecting our natural gas pipeline in your neighborhood. Please read for more information.

Dear Valued Customer:

Pacific Gas and Electric Company (PG&E) will be in your neighborhood inspecting sections of our underground natural gas pipeline. This is part of our system-wide program to ensure the safety of the transmission pipelines that deliver gas across the region. We will be working on Anzar Road in San Juan Bautista. We expect work to start in late June and continue until late December. Weather and other factors affecting safe working conditions may impact our schedule. The pipeline inspection project is part of our commitment towards providing safe, reliable and affordable natural gas service to our customers.

What you can expect

This inspection involves excavating around parts of the pipeline and visually inspecting the pipeline and its exterior coating. With this information and other pipeline safety data, engineers analyze the pipe's condition and identify potential corrosion. If a section of pipe does not meet safety standards, it will be repaired or replaced with new pipe.

Our work should not interrupt your gas service, but we will contact you directly if there are any changes. You may hear a loud steady noise and notice the smell of natural gas as we empty the pipeline in a controlled and safe manner. This is normal when crews are working, but we encourage anyone who has concerns to call us at **1-800-743-5000**.

Traffic impacts

This work will affect traffic (lane closures, traffic control, etc.) at times. There will be a road closure on Anzar Road starting after 1440 Anzar Road to the intersection of Anzar and Cannon Roads. The closure/detour will begin on **June 24 and last approximately 6 weeks**. We will detour Anzar Road traffic down Merrill, Brown and Cannon Roads. Crews will be working Monday through Friday between the hours of 7:00 a.m. until 5:00 p.m. PG&E will clearly mark all work areas, and traffic flaggers will help to direct traffic. Please plan for minor delays when driving through this area.

Your local contact if you have questions

We encourage you to contact your local PG&E representative **Melanie Glennen at 831-479-5826** or email gasprojectinfo@pge.com. This letter requires no action on your part. Safety is at the heart of everything we do—we appreciate your patience as we enhance the pipeline safety and reliability in your neighborhood.

Sincerely,

Rob Morse
Central Coast Division Senior Manager
Pacific Gas and Electric Company

PRE_ICDA-ECDA-D-786A 74017353

For more information on pipeline safety programs, call our **Gas System Help Line at 1-888-743-7431**
Visit pge.com/gas to learn about PG&E's natural gas system

Dig safely. Call 811 first.
Visit pge.com/811
for more information.



841

Pacific Gas and Electric Company (PG&E, por sus siglas en inglés) estará en su vecindario inspeccionando secciones de sus tuberías subterráneas de gas natural. Esto es parte de nuestro amplio programa para mejorar la seguridad de las tuberías que distribuyen gas a lo largo de la región.

El clima y otros factores que afecten la seguridad en las condiciones de trabajo, podrían impactar nuestro horario programado. El proyecto de inspección de tuberías es parte de nuestro compromiso para proveer a nuestros clientes de un suministro de gas natural que sea seguro, confiable y asequible.

Qué puede ocurrir

Esta inspección implica excavar alrededor de algunas partes de la tubería y realizar una inspección visual de la misma y de su recubrimiento exterior. Con esta información y otros datos de seguridad de la tubería, los ingenieros analizan la condición de la misma e identifican potencial corrosión. Si la sección de la tubería no cumple con el estándar de seguridad, será reparada o reemplazada con una tubería nueva.

Nuestro trabajo no debería interrumpir su servicio de gas, pero lo contactaremos directamente si hubiera algún cambio. Usted podría oír un ruido fuerte y constante y sentir olor a gas natural mientras el gas se descarga de manera controlada y segura. Esto es normal cuando el personal está trabajando, pero invitamos a cualquier persona que tenga alguna inquietud a que nos llame al **1-800-660-6789**.

Pacific Gas and Electric Company (PG&E) 將會在您所住地區檢查部分地下天然氣管線。這是我們全系統計劃的一部分，目的是確定本區輸送煤氣的傳輸管線安全無損。氣候變化和影響安全作業的其他因素有可能衝擊到我們的時間表。我們承諾提供安全、可靠及可負擔的天然煤氣，而管線檢查就是實現承諾的工作之一。

預計進行工作

這項檢查工作包括在部分管線附近進行挖掘，並目視檢查管線及其外表塗層。有了這類資訊及其他管線安全資料，工程師可分析管線狀況，並找出可能腐蝕的地方。如果部分管線不符合安全標準，我們將會進行修理或以新管線取代。

我們的工作應該不至於中斷您的天然氣服務，但如果有任何變化，我們將與您聯繫。當我們以經過控制的安全方式放空管線天然氣時，您可能會持續聽到響亮的嘶嘶聲，並察覺到天然氣的味道。在工作人員工作時，這是正常現象，但我們鼓勵任何有疑慮的人打電話到**1-800-893-9555** 跟我們聯繫。

Kung kailangang makipag-usap sa nakakasalita ng Tagalog, tumawag sa **1-888-743-7431**.

Để được giúp đỡ bằng tiếng Việt, xin gọi **1-800-298-8438**.

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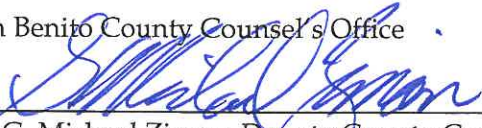
ATTEST:

By: _____
Janet Slibsager, Clerk of the Board

Date: _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: 
G. Michael Ziman, Deputy County Counsel

Date: June 6, 2019



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 38.

MEETING DATE: 6/11/2019

DEPARTMENT: SHERIFF'S DEPARTMENT

DEPT HEAD/DIRECTOR: Darren Thompson, Sheriff-Coroner

AGENDA ITEM PREPARER: Kellie Kennedy

SBC DEPT FILE NUMBER: 110

SUBJECT:

SHERIFF'S OFFICE - D. THOMPSON

Approve agreement between Santa Cruz Regional 9-1-1 and the County of San Benito for communication services for a term of July 1, 2019 through June 30, 2020, with an automatic renewal for three (3) successive one (1) year periods unless otherwise terminated. The final budget for 2019-20 is \$399,448.00, a decrease of \$95,936.00 from FY 2018-19.

SBC FILE NUMBER: 110

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

In 2011 the County contracted with Santa Cruz Regional 9-1-1 to provide public safety communication services to the citizens of San Benito County. The agreement before you today is a renewal of those services.

The proposed agreement is for a one year term, July 1, 2019 through June 30, 2020 with three automatic one year renewal options. Costs are adjusted based on the cost sharing agreement, described in Policy Number 332 (Attachment A to this agreement).

Financial Consideration

Cost is adjusted annually based on the Cost Sharing Schedule. The schedule that is attached to this item was preliminary and we have since received notice that the FY 2019-20 cost will be \$399,448. This is a reduction of \$95,936 from FY 2018-19.

BUDGETED:

No

SBC BUDGET LINE ITEM NUMBER:

1180.1000.619.224

CURRENT FY COST:

\$495,384

STAFF RECOMMENDATION:

- 1). Approve the agreement between Santa Cruz Regional 9-1-1 and the County of San Benito for Communication Services for a term July 1, 2019 through June 30, 2020, with automatic renewals for an additional three years unless otherwise terminated; and
- 2) Authorize the CAO to sign the agreement

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

ATTACHMENTS:

Description

9-1-1 Agreement

Cost sharing Plan

Upload Date Type

6/4/2019

Standard Contract

5/9/2019

Backup Material

**AGREEMENT BETWEEN SANTA CRUZ REGIONAL 9-1-1 AND
THE COUNTY OF SAN BENITO
FOR COMMUNICATIONS SERVICES**

This Agreement is entered into on June 11, 2019 between SANTA CRUZ REGIONAL 9-1-1, a joint exercise of powers agency organized and existing under the laws of the State of California by the County of Santa Cruz and the Cities of Capitola, Santa Cruz and Watsonville, hereinafter referred to as "Center" and the COUNTY OF SAN BENITO, hereinafter referred to as "County".

W I T N E S S E T H

WHEREAS, it is beneficial for the Center to provide consolidated public safety communications services to Santa Cruz and San Benito County agencies; and

WHEREAS, the County has requested the Center to provide public safety communications services; and

WHEREAS, the Center is willing to provide such services provided that the County reimburses the Center for all costs incurred in providing such services; and

WHEREAS, it is necessary and desirable that the parties enter into the Agreement as set forth below;

NOW, THEREFORE, IT IS HEREBY AGREED between the Center and the County as follows;

A. Term. The term of this Agreement shall be from July 1, 2019 through June 30, 2020 and shall be automatically renewed for three (3) successive one (1) year periods unless terminated in accordance with Paragraph G, Termination. Renewal shall be upon the same terms and conditions as set forth herein; except that the annual payments by the City shall be in accordance with the Payment Terms and Schedule as set forth in EXHIBIT A (Authority Policy No. 332 – *Revenue*), attached hereto and incorporated herein by reference.

B. Definitions.

1. Public Safety Communications Services includes Basic Communications Services and Discretionary Communications Services:

a. Basic Communications Services are defined as:

- i. Complete radio transmitting and receiving services required for rapid and efficient dispatch of public safety resources;
- ii. Telephone and 9-1-1 answering services for urgent, emergency, and non-emergency calls pertaining to the Center's ability to provide public safety and Emergency Medical Services (EMS) dispatching 24 hours per day, 7 days per week and answering for other emergency related matters during non-business hours. Examples of Telephone services not included in Basic Communications Services are, and are not limited to, Records, Investigations, general information types of telephone calls;
- iii. The beneficial use of a Computer Aided Dispatch System (CAD) consisting of hardware and specialized software components that provide automatic status keeping, geographical referencing, system status management, unit recommendations, and other significant public safety capabilities including a Management Information System (MIS);
- iv. Common network support services associated with devices directly connected to the CAD system and the maintenance coordination thereof;
- v. Provisions for, and 24-hour access to, a standard (SQL database format), automated file of CAD data to include, but not limited to, closed incident dispatch data; and
- vi. Configuration and coordination for County-owned devices that may be directly connected to the CAD system in order that the County may have on-line CAD access. These devices may include (but are not limited to) leased phone lines, terminals, PC's, printers, modems, multiplex devices and paging interface.

b. Discretionary Communications Services are defined as any services not contemplated in Basic Communications Services defined above. For example, (1) the direct transfer of CAD data from the Center provided in a standard SQL database format to a records management system, or (2) interfacing mobile data computers to the CAD system for real-time status and call information.

C. Obligations of the Center.

- 1. The Center will provide Public Safety Communications Services to the County in the following manner:

- a. Provide working space and facilities at the Center for the personnel and equipment described in this Agreement;
- b. Provide and maintain telephone equipment to accommodate 9-1-1 and seven-digit emergency telephone volume;
- c. Provide a general business telephone number that can be used for official business in order for the County to communicate directly with the public safety dispatcher;
- d. Provide radio console and control equipment and connections to effect radio transmissions from and between the Center and the County on frequencies which are mutually acceptable;
- e. Provide recording equipment to log and record incoming and outgoing public safety related radio and telephone transmissions/incidents;
- f. Serve as the County Public Safety Answering Point (PSAP) for 9-1-1 emergency service, in accordance with the rules, policies and regulations of the State of California 9-1-1 program;
- g. Maintain incident and case numbering systems unique to the County;
- h. Maintain detailed incident records "on-line" for at least 180 days and permanently for 3 years;
- i. Jointly share with the County the responsibility for developing and maintaining the County's public safety and EMS layers of an automated geographical file needed for accurate CAD dispatching as follows:
 - i. Center shall provide a process by which the County shall define such geographical data;
 - ii. The County shall be responsible to define such geographical data as Beat Structures, Travel Routes, and Response Boundaries;
 - iii. The County shall ensure prompt, written notification to the Center of updated information and/or requests for file modifications;

- iv. Center shall ensure modification and update of CAD files no later than seven (7) calendar days of such written notification; and
- v. Measure the Center's performance based upon the performance guidelines as specified in the Center's Policy and Procedure manual, through the application of an on-going Quality Improvement process.
- j. Ensure that all EMS dispatchers have attended and successfully completed a minimum of 56 hours of initial classroom instruction in Emergency Medical Dispatching (EMD), EMS Communications, and County-provided System Status Management and Specialized Ambulance Deployment procedures. The portion of the EMS training program related to system status management and ambulance deployment shall be a minimum of 16 hours;
- k. Comply with the elements and principles of the written EMS System Status Management Plan as supplied and periodically updated by the County;
- l. Allow on-site access to the Center at all times by designated County representatives;
- m. Adhere to the instructions or commands of the on-duty public safety supervisor or County Management Representative regarding public safety incidents or operations;
- n. Provide a direct line of communication with the County's Executive Management Representative regarding matters such as inter-personal working relationships or other matters or disagreements which cannot be appropriately resolved through normal operational and/or Quality Improvement channels;
- o. Submit to mutually agreeable and routine technical audits on the CAD, Radio-Telecommunications systems, timekeeping devices and associated interfaces to ensure accuracy of operation;
- p. Maintain synchronization of all timekeeping components within the Center that are necessary for event review. Upon written request by the County, provide the County with periodic evidence of synchronization; and

- q. Timely notify County Managers and/or Administrators of events and/or circumstances as mutually defined and established by policy.
Administratively investigate instances in which notification was not accomplished in accordance with established time frames.

D. Obligations of the County.

1. The County shall;
 - a. Provide at its own facility, personnel and/or arrangements to answer and coordinate incoming business and other non-dispatch related calls during business hours (i.e., 8:00 AM - 5:00 PM, Monday through Friday except on Holidays); during after hour periods, the County will provide a recording for its business telephone lines which will inform callers that emergency and/or urgent calls should be directed to 9-1-1 and that non-dispatch, business calls should be made on the following business day;
 - b. Jointly share with the Center in the responsibility for developing and maintaining the Law and Fire/EMS layers of an automated geographical file needed for accurate CAD dispatching by providing prompt, written notification to the Center of updated information and/or requests for file modification and providing written definitions of travel routes, response boundaries, and any other information required to ensure quality Public Safety Communications Services;
 - c. The on-duty Law or Fire/EMS Field Supervisor will be designated and available to the on-duty County dispatcher as the Plan Manager to whom specific plan and deployment questions may be routed and who will have final authority over immediate plan variations and exceptions. Changes to the plan which are anticipated for longer than the immediate shift in question will be authorized by the County's Law or Fire/EMS Operations Director or his/her designee;
 - d. Pay costs associated with devices directly connected to the CAD system, which may include purchase, maintenance and recurring costs;
 - e. Pay costs associated with the discretionary development of any specialized software interface(s) designed to transfer CAD data to the County's computer systems;

- f. Participate in the Center developed Quality Improvement (QI) program by assisting in the development of dispatch performance standards and providing performance feedback, specifically as it relates to execution of coverage plans;
- g. Provide a direct line of communication with the Center's General Manager regarding matters such as inter-personal working relationships or other matters or disagreements which cannot be appropriately resolved through normal operational or Quality Improvement channels;
- h. Participate in the Center's Law and Fire/EMS Users' Executive Committees and Users' Committee to provide input with Center Users to the dispatch operation and Board of Directors;
- i. Participate in the Center's Law and Fire/EMS Task Teams to review and establish dispatch protocols that are recommended to the Users' Committees;
- j. Supply written EMS system status management plans (which at a minimum, should include maps, lists, posting locations and priorities, coverage concepts, goals and techniques, and compliance criteria) to the Center by which EMS dispatchers will dispatch, deploy and control ambulances. The County will also make adjustments to these plans as needed;
- k. The on-duty Field Supervisor will be designated and available to the on-duty EMS dispatcher as the Plan Manager to which specific plan and deployment questions may be routed and which will have final authority over immediate plan variations and exceptions. Changes to the plan which are anticipated for longer than the immediate shift in question will be authorized by the County's Medical Transport Operations Director or his/her designee;
- l. Participate in the Center developed Quality Improvement (QI) program by assisting in the development of dispatch performance standards and providing performance feedback, specifically as it relates to execution of EMS coverage plans; and
- m. Provide for an Alternate Dispatch Site including but not limited to: adequate space for four working dispatch consoles, connectivity to local radio systems, connectivity to the Center, connectivity to San

I. Mutual Indemnification.

It is solely agreed that the Center shall defend, hold harmless, and indemnify the County, its officers and employees, from any and all claims for injuries or damages to persons and/or property, which arise out of and which result from the terms and conditions of this Agreement and which results from the sole negligent act or omissions of the Center, its officers, and/or employees.

It is further agreed that the County shall defend, hold harmless, and indemnify the Center, its officers and employees, from any and all claims for injuries or damages to persons and/or property, which arises out of the terms and conditions of this Agreement and which results from the sole negligent act or omissions of the County, its officers, and/or employees.

In the event of concurrent negligence of the Center, its officers and/or employees, and the County, its officers and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property, which arises out of the terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

The duty of the Center and the County to indemnify and save harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

J. Insurance.

1. Each party shall have in effect, during the entire life of this Agreement, Workers' Compensation and employer liability insurance providing full statutory coverage. Each party certifies that it is aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the code.
2. Each Party shall take out and maintain during the entire life of this Agreement such bodily injury liability and property damage liability insurance as shall protect it from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from the performance of services under the Agreement. Such insurance shall be combined single-limit bodily injury and property damage for each occurrence and shall include comprehensive liability of at least **\$ 1,000,000.00**.
3. Each party shall furnish the other with certificates of insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending coverage to include the contractual liability assumed by this Agreement. These

certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to the other party of any pending change in the limits of liability or of any cancellation or modification of the policy.

4. In the event of a breach of any provisions of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the non-breaching party at its option may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work or obligations pursuant to this Agreement.

K. Inspection of Records.

All records, books, reports, and documentation maintained by the Center related to duties performed under the Agreement shall be open for inspection by the County upon demand at reasonable times.

L. Merger and Integration Clause.

This Agreement, including the attached EXHIBIT "A", sets forth the entire Agreement between the parties. No subsequent alteration or variations shall be valid unless made in writing and signed by the parties hereto.

M. Severability Clause.

If any provision of this Agreement is held to be invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have affixed their hands on the day and year in the Agreement first above written.

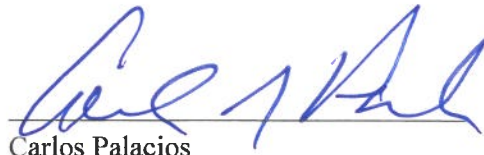
Dated: _____

Carlos Palacios
Board Chairperson
Santa Cruz Regional 9-1-1

APPROVED AS TO FORM:

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have affixed their hands on the day and year in the Agreement first above written.

Dated: 3/28/19



Carlos Palacios
Board Chairperson
Santa Cruz Regional 9-1-1

APPROVED AS TO FORM:



Attorney for the Center

Dated: _____

Ray Espinosa
County Administrative Officer
County of San Benito

APPROVED AS TO FORM:

San Benito County Counsel's Office
Shirley L. Murphy 5/16/19

Attorney for County of San Benito

Shirley L. Murphy, Deputy County Counsel



COMMUNICATIONS ADMINISTRATIVE
POLICY/PROCEDURE

Policy No. 332 Date Issued: March 18, 1993
Section: 300 - Fiscal Policies Date Revised: February 28, 2019
Accreditation Standards:
SUBJECT: REVENUE - GENERAL
APPROVED: Board Chairperson

- 1.0 Pursuant to Section 6, Sub-section B, paragraph 1 of the Agreement, the Parties to the Agreement shall pay for the entire operation of the Center, with the annual expenditure budget determining the total amount of assessment required from each Party to the Agreement by the formula included.
1.1 The total assessment against each Party to the Agreement will be reduced by expected revenue from executed contracts with associate User Agencies for dispatch and other communications services.
2.0 The formula included in the Agreement is based upon the population and the assessed value of each participating political jurisdiction.
2.1 This formula determines the cost sharing of the Parties to the Agreement as follows:
2.1.1 Santa Cruz County - 59.78%
2.1.2 City of Watsonville - 14.57%
2.1.3 City of Santa Cruz - 20.16%
2.1.4 City of Capitola - 05.49%
2.2 This formula shall be in effect through the Fiscal Year 1994/95.
2.2.1 This formula will also be used to distribute that portion of any bond proceeds necessary to reimburse the Parties to the

Agreement for their capital cost contributions beginning July 1, 1993.

3.0 Beginning with Fiscal Year 1995/96 and concluding with Fiscal Year 1998/99, a three year interim formula based upon the following elements will be used to determine service charges for the Member Agencies and associate User Agencies.

3.1 Readiness to Serve or Base Fee (33.33% or 1/3 of the interim formula).

3.1.1 Readiness to Serve is defined as a fee element based upon the notion that similar agencies must be equally prepared, staffed, equipped and trained to receive and handle a Call for Service.

3.1.2 The Readiness to Serve element, equaling 33.33% of the total formula, is distributed as follows:

3.1.2.1 Santa Cruz County	- 15.00%
3.1.2.2 City of Watsonville	- 05.00%
3.1.2.3 City of Santa Cruz	- 05.00%
3.1.2.4 City of Capitola	- 05.00%
3.1.2.5 EMS Provider	- 01.66%
3.1.2.6 Fire Districts	- 01.66%

3.1.3 Readiness to Serve percentages will remain constant and will not be adjusted during the life of this interim formula.

3.2 Calls For Service (33.33% or 1/3 of the interim formula).

3.2.1 Calls for Service are established and defined by Policy No. 260.

3.2.2 Calls for Service, equaling 33.33% of the total formula, are based upon manual calculations performed over comparable time periods resulting in the following distribution:

3.2.2.1 Santa Cruz County	- 14.01%
3.2.2.2 City of Watsonville	- 05.71%
3.2.2.3 City of Santa Cruz	- 09.09%
3.2.2.4 City of Capitola	- 02.29%
3.2.2.5 EMS Provider	- 01.22%
3.2.2.6 Fire Districts	- 01.01%

3.2.3 Calls for Service will not be recalculated or adjusted during the life of this interim formula.

3.3 Previous Year Costs or Moving Average (33.33% or 1/3 of the interim formula).

3.3.1 Previous Year Costs, as an element of the interim formula to be used in Fiscal Year 1995/96, are established as based upon budget analysis performed and percentage comparisons derived from the Budget Year 1993/94.

3.3.2 Previous Year Costs, equaling 33.34% or 1/3 of the total formula, are distributed for the first year of the interim formula (Fiscal Year 1995/96) as follows:

3.3.2.1 Santa Cruz County	- 15.17%
3.3.2.2 City of Watsonville	- 06.38%
3.3.2.3 City of Santa Cruz	- 05.56%
3.3.2.4 City of Capitola	- 03.99%
3.3.2.5 EMS Provider	- 01.03%
3.3.2.6 Fire Districts	- 01.21%

3.3.3 Previous Year Costs will be adjusted annually for use in determining Fiscal Year 1996/97 and Fiscal Year 1997/98 costs based upon the actual percentages of previous year costs as established through the use of the interim formula.

4.0 The interim formula as established and defined by this policy determines cost sharing for the Member Agencies (Parties) and the associate User Agencies as follows:

4.1 Fiscal Year 1995/96

4.1.1 Santa Cruz County	- 44.18%
4.1.2 City of Watsonville	- 17.09%
4.1.3 City of Santa Cruz	- 19.65%
4.1.4 City of Capitola	- 11.28%
4.1.5 EMS Provider	- 03.91%
4.1.6 Fire Districts	- 03.89%

4.2 Fiscal Year 1996/97

4.2.1 Santa Cruz County	- 43.75%
4.2.2 City of Watsonville	- 16.41%
4.2.3 City of Santa Cruz	- 20.64%
4.2.4 City of Capitola	- 11.05%
4.2.5 EMS Provider	- 04.18%
4.2.6 Fire Districts	- 03.97%

4.3 Fiscal Year 1997/98

4.3.1 Santa Cruz County	- 43.58%
-------------------------	----------

4.3.2	City of Watsonville	- 16.18%
4.3.3	City of Santa Cruz	- 20.96%
4.3.4	City of Capitola	- 10.97%
4.3.5	EMS Provider	- 04.28%
4.3.6	Fire Districts	- 04.03%

5.0 Beginning with Fiscal Year 1998/99 and continuing until such time as it is modified by the Board of Directors, a formula based upon the following elements will be used to determine service charges for the Member Agencies and associate User Agencies.

5.1 Readiness to Serve or Base Fee (33.33% or 1/3 of the formula).

5.1.1 Readiness to Serve is defined in paragraph 3.1.1 of this policy.

5.1.2 The Readiness to Serve element, equaling 33.33% of the total formula, is distributed as follows:

5.1.2.1	Santa Cruz County	- 15.00%
5.1.2.2	City of Watsonville	- 05.00%
5.1.2.3	City of Santa Cruz	- 05.00%
5.1.2.4	City of Capitola	- 05.00%
5.1.2.5	EMS Provider	- 01.66%
5.1.2.6	Fire Districts	- 01.66%

5.1.3 Readiness to Serve percentages will remain constant and will not be adjusted during the life of the formula.

5.2 Calls For Service (66.67% or 2/3 of the formula).

5.2.1 Calls for Service are established and defined by Policy No. 260.

5.2.2 Calls for Service, equaling 66.67% of the total formula, will be based upon an automated data analysis of the model year period beginning on September 1, 1996 and concluding on August 30, 1997.

6.0 Beginning with Fiscal Year 2001/02, and continuing until such time as it is modified by the Board of Directors, a formula based upon the following elements will be used to determine service charges for the Member Agencies and Associate User Agencies.

6.1 Readiness to Service or Base Fee (50.00% or 1/2 of the formula).

6.1.1 Readiness to Serve is defined in paragraph 3.1.1 of this policy.

6.1.2 Readiness to Serve element, equaling 50.00% of the total formula, is distributed as follows:

6.1.2.1 Santa Cruz County	- 15.84%
6.1.2.2 City of Watsonville	- 06.58%
6.1.2.3 City of Santa Cruz	- 12.09%
6.1.2.4 City of Capitola	- 05.83%
6.1.2.5 EMS Provider	- 05.83%
6.1.2.6 Fire Districts	- 03.83%

6.1.3 Beginning Fiscal Year 2013/2014, and continuing until such time as it is modified by the Board of Directors, the Readiness to Serve is distributed as follows:

6.1.3.1 Santa Cruz County	- 12.46%
6.1.3.2 City of Watsonville	- 6.32%
6.1.3.3 City of Santa Cruz	- 9.50%
6.1.3.4 City of Capitola	- 4.85%
6.1.3.5 EMS Provider	- 4.04%
6.1.3.6 Fire Districts	- 2.31%
6.1.3.7 City of Hollister	- 7.15%
6.1.3.8 San Benito County	- 3.37%

6.1.4 Beginning Fiscal Year 2017/2018, and continuing until such time as it is modified by the Board of Directors, the Readiness to Serve is distributed as follows:

6.1.4.1 Santa Cruz County	-12.08%
6.1.4.2 City of Watsonville	-6.11%
6.1.4.3 City of Santa Cruz	-10.62%
6.1.4.4 City of Capitola	-4.74%
6.1.4.5 EMS Provider	-3.94%
6.1.4.6 Fire Districts	-2.25%
6.1.4.7 City of Hollister	-6.98%
6.1.4.8 County of San Benito	-3.28%

6.1.5 Readiness to Serve percentages will remain constant and will not be adjusted during the life of the formula.

6.2 Calls for Service (25.00% or 1/4 of the formula).

6.2.1 Calls for Service are established and defined by Policy No. 260.

6.2.2 Calls for Service, equaling 25.00% of the total formula, will be based upon an automated count for the two year period beginning on January 1, 1999 and concluding on December 31, 2000.

- 6.2.2.1 The General Manager may recommend, and the Board may approve, adjustments to the Calls for Service element of the formula to account for significant operational and/or jurisdictional changes (causing workload shifts among Agencies) during the automated counting period.
 - 6.2.3 Calls for Service will be recalculated every three (3) years thereafter during the life of the formula.
- 6.3 Weighted Calls for Service (25.00% or 1/4 of the formula).
 - 6.3.1 A process by which to assign differing values to certain Calls for Service to reflect the Center's work effort in support of specific Member and/or Associate Member Agencies shall be recommended by the General Manager and approved by the Board of Directors in advance of each adjustment period.
 - 6.3.2 Weighted Calls for Service, equaling 25.00% of the total formula, will be based upon an automated analysis of the two year period beginning on January 1, 1999 and concluding on December 31, 2000.
 - 6.3.2.1 The General Manager may recommend, and the Board may approve, adjustments to the Weighted Calls for Service element of the formula to account for significant operational and/or jurisdictional changes (causing workload shifts among Agencies) during the analysis period.
 - 6.3.3 Weighted Calls for Service will be re-analyzed and adjusted every three (3) years thereafter during the life of the formula.
- 7.0 Beginning with Fiscal Year 2019/2020, and continuing until such time as it is modified by the Board of Directors, a formula based upon the following elements will be used to determine service charges for the Member Agencies and Associate User Agencies.
 - 7.1 Post Positions (33.33% or 1/3 of the formula).
 - 7.1.1 Based upon staffing patterns, each agency will be assessed a percentage of the total staff based on how the communications center is staffed.

7.1.2 Beginning Fiscal Year 2019/2020, and continuing until such time as it is modified by the Board of Directors, Post Position percentages are distributed as follows:

7.1.2.1 Santa Cruz County	20.83%
7.1.2.2 City of Watsonville	13.75%
7.1.2.3 City of Santa Cruz	23.55%
7.1.2.4 City of Capitola	9.90%
7.1.2.5 EMS Provider	5.96%
7.1.2.6 Fire Districts	3.09%
7.1.2.7 City of Hollister	18.15%
7.1.2.8 County of San Benito	4.77%

7.1.3 Post Position percentages will remain constant and will not be adjusted during the life of the formula, unless there is a significant change in the staffing patterns.

7.2 Calls for Service (33.33% or 1/3 of the formula).

7.2.1 Calls for Service are established and defined by Policy No. 260.

7.2.2 Calls for Service, equaling 33.33% of the total formula, will be based upon an automated count for the three year period beginning on January 1, 2016 and concluding on December 31, 2018.

7.2.2.1 The General Manager may recommend, and the Board may approve, adjustments to the Calls for Service element of the formula to account for significant operational and/or jurisdictional changes (causing workload shifts among Agencies) during the automated counting period.

7.2.3 Calls for Service will be recalculated every three years thereafter during the life of the formula and will include the previous three years' worth of calls.

7.3 Radio Usage (33.33% or 1/3 of the formula).

7.3.1 Radio Usage is defined as the percentage of radio traffic associated with each agency's radio frequencies as measured by the Authority's voice recording system.

7.3.2 Radio usage, equaling 33% of the total formula, will be based upon a report obtained from the Authority's voice recorder which measures the percentage of the overall use by each channel as compared to all the channels.

- 7.3.3 Radio usage will be based upon the report for the three year period beginning on January 1, 2016 and concluding on December 31, 2018.
 - 7.3.4 Radio usage will be recalculated every three years thereafter during the life of this formula and will include the previous three years' work of radio usage.
- 8.0 The Fire Districts cost sharing percentages as determined through the use of the formula outlined in this policy are based upon the collective total of all districts.
 - 8.1 An independent and standardized formula will be jointly developed and utilized to distribute total Fire District costs among each of the specific participating districts
 - 8.2 The independent Fire District formula, complimented by the particular JPA formula, will be detailed in the agency specific Service Agreement(s).
- 9.0 The cost sharing percentage for each of the Member Agencies (Parties) and associate User Agencies, as derived from the use of the formulas as outlined within this policy, will not increase or decrease more than twenty (20%) percent per adjustment period over/under the previous year percentages.
- 10.0 Each Party to the Agreement shall pay its share of the total operating costs in quarterly installments as described in Section 6, sub-section D of the Agreement
 - 10.1 The Board of Directors may set a different payment scheduled for the purchase of capital items.
- 11.0 Each Associate User Agency shall pay its share as outlined within their agency specific Service Agreement(s).
- 12.0 The General Manager is authorized to accept reimbursements for extra services provided beyond normal, daily operations not exceeding \$10,000 per event.

COST SHARING SCHEDULE

	Total	County	Capitola	Santa Cruz	Watsonville	Fire	Ambulance	Hollister	San Benito
Operating Expenditures FY 19/20	7,907,478	2,065,433	563,803	1,923,889	1,282,593	249,086	466,541	982,899	372,442
Operating Credits		26.12%	7.13%	24.33%	16.22%	3.15%	5.90%	12.43%	4.71%
EOC Rent (Operating)	(19,643)	(6,952)	(1,898)	(6,476)	(4,318)	0	0	0	0
Interest (Operating)	(10,000)	(3,539)	(966)	(3,297)	(2,198)	0	0	0	0
User Mobile Support	(83,234)	(36,615)	(5,044)	(24,521)	(17,063)				
Other (Operating)	(781,206)	(276,469)	(75,465)	(257,564)	(171,709)	0	0	0	0
		35.39%	9.66%	32.97%	21.98%	0.00%	0.00%	0.00%	0.00%
Net Operating	7,013,395	1,741,859	480,431	1,632,032	1,087,305	249,086	466,541	982,900	372,442
Debt Service Expenditures	471,577	224,141	56,401	107,803	83,233	0	0	0	0
Debt Service Credits									
Interest Earnings + Fund Balance	(2,200)	(1,046)	(263)	(503)	(388)	0	0	0	0
		47.53%	11.96%	22.86%	17.65%	0.00%	0.00%	0.00%	0.00%
Net Debt Service	469,377	223,095	56,138	107,300	82,845	0	0	0	0
Capital Expenditures	0	0	0	0	0	0	0	0	0
		47.53%	11.96%	22.86%	17.65%	0.00%	0.00%	0.00%	0.00%
Capital Credits									
Interest (Capital)	0	0	0	0	0	0	0	0	0
Other Revenue	0	0	0	0	0	0	0	0	0
Other (Fund Balance)	0	0	0	0	0	0	0	0	0
		47.53%	11.96%	22.86%	17.65%	0.00%	0.00%	0.00%	0.00%
Net Capital	0	0	0	0	0	0	0	0	0
Capital/Debt Service Subtotal	469,377	223,096	56,138	107,300	82,845	0	0	0	0
Cost Sharing Adjustment		(\$100,494)	(\$22,671)	\$6,900	(\$6,712)	\$14,785	\$27,693	\$58,344	\$22,108
TOTAL ANNUAL BUDGET	7,482,772	1,864,461	513,898	1,746,231	1,163,438	263,871	494,235	1,041,243	394,550
Previous FY Total Annual Budget	7,041,121	1,638,131	506,154	1,650,596	999,000	321,117	523,919	915,088	487,191
Annual % Change	6.27%	13.82%	1.53%	5.79%	16.46%	-17.83%	-5.67%	13.79%	-19.02%
Total Annual SCR911 Budget Change				6.27%					
Total FY 2019/20 Changes	441,651	226,330	7,744	95,635	164,438	(57,246)	(29,684)	126,155	(92,641)

COST SHARING SCHEDULE cont.

	Total	County	Capitola	Santa Cruz	Watsonville	Fire	Ambulance	Hollister	San Benito
TOTAL ANNUAL BUDGET	7,482,772	1,864,461	513,898	1,746,231	1,163,438	263,871	494,235	1,041,243	394,550
Santa Cruz City Rent	19,643	0	0	19,643	0	0	0	0	0
Reimbursements - Users	46,258	20,118	0	3,381	1,935	5,824	15,000	0	0
Reimbursements - Fire/EMS GIS	135,000	0	0	24,255	13,881	33,603	63,261	0	0
Reimbursements - SCMRS Mobile Support	83,234			6,975	6,975	29,760	8,835	19,995	10,695
SCMRS	817,960	268,059	47,598	322,283	180,020				
Total Actual Charges	8,584,867	2,152,638	561,496	2,122,768	1,366,250	333,057	581,330	1,061,238	405,245
	2018/19	1,691,612	544,517	1,992,607	1,187,582	387,769	650,942	930,476	495,384
		27.25%	3.12%	6.53%	15.04%	-14.11%	-10.69%	14.05%	-18.20%



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 39.

MEETING DATE: 6/11/2019

DEPARTMENT: SHERIFF'S DEPARTMENT

DEPT HEAD/DIRECTOR: Darren Thompson, Sheriff-Coroner

AGENDA ITEM PREPARER: Kellie Kennedy

SBC DEPT FILE NUMBER: 110

SUBJECT:

SHERIFF'S OFFICE - D. THOMPSON

Approve Contract Amendment #1 with Cole Pro Media, LLC. for media consulting services in the amount of \$30,000.00 extending the current expiration date to June 30, 2020 from June 30, 2019 with an automatic renewal for two (2) successive one (1) year terms unless sooner terminated.

SBC FILE NUMBER: 110

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

In October 2018 your board approved a contract with Cole Pro Media, LLC to consult with and assist the Sheriff's Office with the dissemination of information to the public. This service has proved to be an invaluable asset to the agency; therefore, the request to amend the contract extending the expiration date of June 30, 2019 to June 30, 2020 with an automatic renewal for two (2) successive one (1) year periods is before you for approval. Section 6 of the original contract providing a thirty (30) day termination notice by either party remains in effect.

Cole Pro Media has been a great asset to our office as they are assisting, sometimes on a daily

basis, with crafting and managing content to put out on our social media and news platforms. This consultation includes making our office transparent to the community while ensuring we are operating within the legal parameters of privacy rights. Cole Pro staff provides ongoing training for the crafting of content, on-camera interviews and in-person press conferences. Moreover, they provide crisis support for any major and/or ongoing situation where the public is in need of time and/or legally sensitive information. This is especially valuable as it allows our limited staff to focus on public safety while Cole Pro Media can focus on media relations.

Financial Consideration

The \$30,000 per year contract cost will be equally divided between the Sheriff's operations, jail and grant (CalMMET) budget units. The appropriation has been included in the Sheriff's FY 2019-20 budget requests.

The amended contract includes a provision that should on-site services be needed more than the every-other month outlined in Attachment A, Cole Pro Media will be paid an hourly rate of \$325. Should this additional services be needed, a further amendment to this contract to revise the scope of service and budget will be brought before the board for consideration.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

1175.1000.619.222; 1195.1000.619.222; 1190.1000.619.222

CURRENT FY COST:

\$30,000

STAFF RECOMMENDATION:

- 1). Approve Amendment to Contract #1 with Cole Pro Media, LLC in the amount of \$30,000.00 extending the expiration date to June 30, 2020 from June 30, 2019 with an automatic renewal for two (2) successive one (1) year periods; and
- 2). Authorize the Chair to sign

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Amendment to Contract	5/23/2019	Contract Amendment

AMENDMENT TO CONTRACT

1

The County of San Benito ("COUNTY") and LAURA DEASON, DBA COLE PRO MEDIA, LLC ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated 10/9/2018.

b. Prior Amendments. (Check one.)

The initial contract previously has not been amended.

The initial contract previously has been amended. The date(s) of prior amendments are as follows: _____

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

The term of the original contract is not modified.

The term of the original contract (Exhibit 1) is extended from the current expiration date of 6/30/2019, to a new expiration date of 6/30/2020 and automatically renew for two (2) successive one (1) year periods unless sooner terminated as specified herein.

b. Scope of Services. (Check one.)

The services specified in the original contract (Exhibit 1) are not modified.

The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

Attachment A to the original contract (Exhibit 1) is hereby modified to add the following additional services:

CONTRACTOR will provide a two-hour on-site communications strategy session every other month. Should COUNTY require additional on-site services other than the contracted two-hours every-other month,

CONTRACTOR shall be paid pursuant to provisions outlined in paragraph B-4 below. If such service is needed, the contract will be further amended to provide further revised scope of services and additional budget.

All other provisions of Attachment A to the original contract shall remain the same.

- The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. Payment Terms. (Check one.)

- The payment terms in the original contract (Exhibit 1) are not modified.
 The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)
 The payment terms are modified only as specified below:

Modified or New Payment Terms:

Attachment B to the original contract (Exhibit 1) is hereby modified to revise Paragraph B-4 to read as follows:

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

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

For on-site services that exceed two (2) hours every-other month, CONTRACTOR shall be paid at the rate of \$325 per hour upon approval of a further amendment to this contract to further revise the scope of service and budget.

All other provisions of Attachment B to the original contract shall remain the same.

- The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

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 the original agreement (Exhibit 1) and this amendment.
 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 the original 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 \$_____

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

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

d. Other Terms. (Check one.)

- There are no other terms of the original contract that are modified.
 Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:

(Insert other modified or new terms.)

3. Other Terms.

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR

Laura M. Deason
Laura Deason, Owner

5/19/19
Date

COUNTY

San Benito County Board of Supervisors

Mark Medina, Chair

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

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

May 23, 2019
Date

**EXHIBIT 1
TO AMENDMENT # 1**

**ORIGINAL
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and LAURA DEASON, DBA COLE PRO MEDIA, LLC ("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, 2018, and end on June 30, 2019, unless sooner terminated as specified herein.

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
- (b) Professional liability insurance: \$ 1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$ 500,000

6. Termination.

The number of days of advance written notice required for termination of this contract is 30.

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: Eric Taylor

Title: Captain

Address: 2301 Technology Parkway

Hollister, California 95023

Telephone No.: (831) 636-4080 x 187

E-mail.: etaylor@sbcsheriff.org

Contract Administrator for CONTRACTOR:

Name: Laura Deason

Title: Owner

Address: 3069 Alamo Drive, #122

Vacaville, CA 95687

Telephone No.: (925) 787-9121

E-mail.: lcole@colepromedia.com

SIGNATURES

APPROVED BY COUNTY:

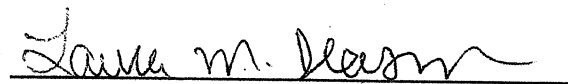


Name: Anthony Botelho

Chair, San Benito County Board of Supervisors

Date: 10/9/18

APPROVED BY CONTRACTOR:



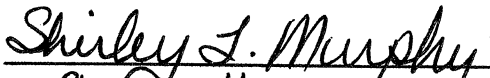
Name: Laura Deason

Owner, Laura Deason, DBA Cole Pro Media, LLC

Date: Sept. 10th 18

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



By: Shirley L. Murphy, Deputy County Counsel

Date: Oct. 1, 2018

ATTACHMENT A
Scope of Services

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

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

Provide continued social media content development and production, management and distribution and training for selected County staff as assigned by the Sheriff or his designee;

Provide on-camera media training for selected staff as designated by the Sheriff or his designee;

Provide crisis media management consulting including media content and development, 24 hour a day assistance, and on-site assistance if requested.

Training shall be provided at location, at time, and for durations as identified by the Sheriff or his designee, who shall also serve as the County's manager for this contract.

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 \$ _____

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)

County shall pay an amount not to exceed \$30,000 payable in twelve (12) equal installments of \$2,500.00 invoiced one month in arrears.

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.

San Benito County Sheriff's Office
Justification of Sole Source Request

Preferred Contractor: Cole Pro Media, LLC
3069 Alamo Drive, Ste 122
Vacaville, CA 95687

- 1). **Why was contractor chosen?**
Cole Pro Media is a proven crisis communications and training company specializing in media coverage and training before, during, and after crisis situations. The company has been used successfully by Cal Sheriffs and other law enforcement agencies.

- 2). **What are the unique performance features of the contractor that are not offered by other contractors? For Services: What unique qualifications, rights, and licenses does the contractor possess to qualify as a sole source request?**
Cole Pro Media provides unique services in the area of media relations training to include; 24 hour access to one on one consultation, on-site training of Sheriff's personnel, crisis media response, media content creation, social media production and distribution, and understanding and familiarity with law enforcement culture and procedures. Cole Pro Media is based in California for immediate, in person responses to crisis.

- 3). **Why are these specific qualifications required?**
It is not uncommon for the Sheriff's Office to be involved in crisis situations. Careful and calculated media relationships are required during these difficult situations. Development and ongoing training of Sheriff's personnel is also required. Our staff lacks the knowledge and skill set to fully utilize social media, and this skill is needed for both communications, and recruitment efforts.

- 4). **Why are other sources providing like goods and services unacceptable?**
The needs of the Sheriff's Office in this area are wide ranging and at the same time specific. The ability of Cole Pro Media to respond to the Sheriff's Office personally in the time of a crisis to assist in the public relations and crisis media management is vital. Combined with that the social media management, development, distribution, and initial and on-going training is unmatched any other known contractor.

- 5). **What are the unique features REQUIRED, not preferred, and how would that requirement be inhibited without this particular service?**

The Sheriff's Office requires media training (to include social media, press releases, press conferences) and the crisis media response provided by this vendor which this office does not currently have.

- 6). **Estimated costs:**

The Sheriff's Office is requesting a one year contract not to exceed \$30,000 payable in twelve (12) monthly installments of \$2,500.00. This cost will be shared between the Sheriff's Operations and Corrections divisions. This allows the Office to have the flexibility to have Cole Pro "on call" for presentations, telephone consults, etc.



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 40.

MEETING DATE: 6/11/2019

DEPARTMENT: SHERIFF'S DEPARTMENT

DEPT HEAD/DIRECTOR: Darren Thompson, Sheriff-Coroner

AGENDA ITEM PREPARER: Kellie Kennedy

SBC DEPT FILE NUMBER: 110

SUBJECT:

SHERIFF'S OFFICE - D. THOMPSON

Approve Memorandum of Understanding between San Benito County and the Monterey County Office of Education for sublease of tower and building space commonly known as School Peak commencing July 1, 2019 through June 30, 2020 in the amount of \$47,460.24.

SBC FILE NUMBER: 110

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The San Benito County Sheriff's Office has maintained radio equipment (repeater system) on a tower owned and operated by the Monterey County Office of Education for many years. This location comes at a lower cost than the more preferred location of Fremont Peak. It's lower cost is a direct result of its lower elevation in relation to neighboring Fremont Peak. This repeater is physically located on a tower, and in a modern radio room, on what is named "School Peak." This designation given as it is owned by the office of education, hence "school." It is located at Lat: 36 45 36.91 N Long: 121 29 28.34 W in Monterey County, CA. Monterey County Office of Education IT Department was recently tasked with auditing tower contracts and usage, and

developing a new cost-sharing agreement with tenants on their three tower sites. These include Mt. Toro, School Peak and the Blanco Facility. San Benito County is a tenant on School Peak only.

This has been a long process as we do not have anyone on staff that was readily available to respond to the audit questions. After our responses were completed, we ran into, and are still troubleshooting interference on our radio channel. Recently the FCC visited the site of School Peak, and it appears all is functioning as designed at the site. With this new information, we are now ready to proceed with the much-needed contract renewal.

This site of School Peak is one of the most essential sites we have as far as radio communication for public safety and public works in our county. It affords us the only radio coverage we have in San Juan Bautista, Aromas, the 101 Corridor, North County and the City of Hollister. It is the primary repeater for the Sheriff's Office law channel and we would not be able to adequately function without it. The only other identified location in the area would be Fremont Peak tower array. If we were able to rent space on it, the cost would be higher than School Peak.

Financial Consideration

The term of this agreement is two years (July 1 2018 - June 30, 2020 with a total cost of \$47,460.24. Historically the average annual cost for the tower space was \$6,500; however, due to the change processes of the program the annual cost increased to \$23,730.12. It should be noted that MCOE has not invoiced for use since FY 2016-17. The lease payment is to be paid no later than July 31, 2019. Because this agreement crosses fiscal years, the \$47,460.24 will be made in two payments, each in its respective fiscal years where budgeted.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

1185.1000.619.152

CURRENT FY COST:

\$23,730.12

STAFF RECOMMENDATION:

1). Approve Memorandum of Understanding with Monterey County Office of Education for the period July 1, 2018 - June 30, 2020 in the amount of \$47,460.24 to sublease space commonly known as School Peak; and

2). Authorize the chair to sign the Memorandum of Understanding

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description

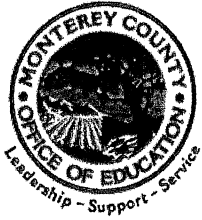
MCOE Memorandum of Understanding

Upload Date

6/3/2019

Type

MOU



Monterey County Office of Education

Dr. Nancy Kotowski
County Superintendent of Schools

MEMORANDUM OF UNDERSTANDING

Between San Benito County Sheriff and the Monterey County Office of Education Regarding Sublease of MCOE Communications Facility

This Memorandum of Understanding establishes an AGREEMENT between the San Benito County Sheriff, hereafter referred to as AGENCY, and the Monterey County Office of Education, hereafter referred to as MCOE, to sublease certain real property at the communications facility as defined in this AGREEMENT.

In order to meet the requirements of this AGREEMENT, the MCOE and AGENCY agree to the following:

1.0 PURPOSE

RECITALS

- 1.1 WHEREAS, MCOE has leased certain real property at the communications facilities located in Monterey County, California commonly known as School Peak San Benito County Sheriff San Benito County Sheriff (The "Premises") and
- 1.2 WHEREAS, MCOE has erected a tower and building ("Facilities") on the Premises for the sole purpose of locating and maintaining various radio/television/communications apparatus; and
- 1.3 WHEREAS, AGENCY desires to install, operate, and maintain certain radio/television/communications equipment and associated antennae on the Facilities; and
- 1.4 WHEREAS, MCOE is willing to allow AGENCY to use the Facilities, without degrading or interfering with the equipment or activities of MCOE or other AGENCYs or licensees or land owners, and operate its radio/television/communications equipment in accordance with the terms and conditions hereinafter set forth;

2.0 EFFECTIVE DATE AND TERM

The term of this AGREEMENT is effective July 1, 2018 through June 30, 2020, at which time it will expire. The AGREEMENT is also subject to Section 7.0 Termination.

3.0 DEFINITIONS

3.1 Base Rent:

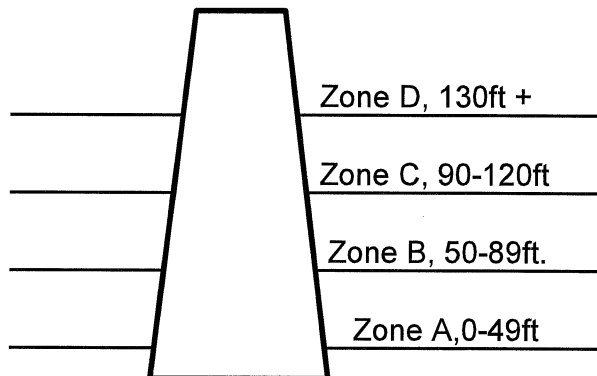
Rent will be calculated dependent upon the number and size of antennae placed upon the tower site. Rent, use fees and energy charges are described in the separate MCOE Tower Site Application document.

3.2 Use Fees:

These fees are designed to charge customers for the benefit received from preferred tower space locations and to provide a means to equitably charge for other expenses incurred in association with a customer's power consumption and space utilization. Details regarding the Tower Use and Rack Use fees follow.

3.3 Tower Use Fee:

Use fees will be charged for tower space utilization. These rates are based on a combination of antenna geometry and height of placement upon the tower, with height being defined by dividing the tower into zones as shown on the following chart. Tower use fees are further described in the separate MCOE Tower Site Application document.



3.4 Rack Use Fee:

Rack Use fees will be charged for utilization or occupancy of rack space within the radio building provided at the facility. Use is calculated based the number of rack units (RU) or equivalent space occupied or utilized by tenant. Rack use fees are described in the separate MCOE Tower Site Application document.

3.5 Energy Use Fee:

Energy Use charges will be charged for the aggregate energy consumed by all tenant components as listed in the separate and approved MCOE Tower Site Tennant

Application. These charges allow for an equitable recovery of costs across all tenant AGREEMENTs based on actual demands upon utility power, cooling and power backup resources.

4.0 SERVICES

4.1 Services Performed

MCOE agrees to provide AGENCY the following in satisfaction of the purpose of this AGREEMENT as outlined in Section 1.0 Purpose.

- 4.1.1** AGENCY shall have a non-exclusive right to install, maintain and operate the equipment as detailed in the **MCOE Tower Site Tennant Application” General Use Description section.**
- 4.1.2** AGENCY’s rack space will be comprised of the equipment as detailed in the **MCOE Tower Site Tennant Application” Rack Use section.**
- 4.1.3** AGENCY antennae type, size and location use will be comprised of the equipment as detailed in the **MCOE Tower Site Tennant Application” Tower Use section.**

5.0 RESPONSIBILITIES

5.1 MCOE Responsibilities

- 5.1.1** MCOE shall ensure that AGENCY has access to the communications tower site.
- 5.1.2** Power Supply.
 - 5.1.2.1** MCOE shall provide commercial power service to be jointly used by MCOE, AGENCY, and any other parties designated by MCOE. MCOE makes no guarantee as to the reliability of such service. MCOE reserves the right to charge, at its sole discretion, an annual Special Use Fee to offset unforeseen utilities costs and/or the cost of replacement or major maintenance of power equipment. Said Special Use Fee may be implemented at any time during lease period with thirty (30) days’ notice to AGENCY and may not exceed 3% of AGENCY’s annual Sublease Fee.

- 5.1.3** MCOE shall maintain the site facilities as to not hinder lessee's use of the facilities.
- 5.1.4** MCOE shall act as a liaison with Land owner on behalf of AGENCY in the event such communication is necessary.
- 5.1.5** MCOE shall perform periodic inspections of the site grounds, tower and radio building and Tenant installations to confirm compliance with approved applications.

5.2 AGENCY Responsibilities

5.2.1 Inspection of Facilities.

5.2.1.1 The Facilities shall be provided in an "AS IS" condition by MCOE. AGENCY has visited and inspected the Facilities and accepts the physical condition thereof and acknowledges that no representations or warranties have been made to AGENCY by MCOE as to the condition of the Facilities or suitability for any specific use. AGENCY is responsible for determining the acceptability, accuracy and adequacy of MCOE Facilities for AGENCY's use.

5.2.2 Installation and Modification of AGENCY's Equipment.

5.2.2.1 AGENCY shall conduct any and all engineering, environmental tests and all other feasibility studies which AGENCY deems necessary or desirable for its use of the Premises and obtain all licenses, certificates, permits, authorizations and approvals from all applicable government and/or regulatory entities ("Governmental Approvals") at its own expense. MCOE agrees to reasonably cooperate with AGENCY to obtain all required Governmental Approvals and any and all local public utility easements requested by AGENCY, but shall not be responsible for incurring any expenses in such regard.

5.2.2.2 Prior to installing, upgrading, supplementing, modifying, replacing or relocating its Equipment, AGENCY shall submit an MCOE Tower Site Tenant Application and any additional requested documents for MCOE's approval (which approval shall not be unreasonably withheld or delayed).

5.2.2.3 Require all contractors to agree to be bound by provisions identical to those included in this AGREEMENT, including those relating to the indemnification of MCOE and insurance requirements.

5.2.2.4 Except as expressly permitted herein, no wiring, antenna, or related equipment shall be permanently or temporarily placed, located, or

mounted except in assigned designated spaces or locations on or within the Facilities and Premises. No alterations, modifications or additions will be made to the interior or exterior structure of the Facilities. Notwithstanding anything to the contrary contained herein, AGENCY may replace any of its previously approved existing Equipment with a like-kind exchange without the same requiring any approval or consent of MCOE. As used herein, "like-kind exchange" means a piece of equipment that has the same technological purpose or use, fits within the same space and location as AGENCY's Equipment which being replaced and is mounted or connected in the same manner as the Equipment being replaced and requires no greater electrical power.

5.2.3 Other Equipment.

5.2.3.1 AGENCY shall not modify, change or otherwise adversely impact any equipment, power output or frequencies which relate to services benefitting MCOE or other sub-lessors or licensees except with the express written permission from MCOE, which permission shall not be unreasonably withheld, conditioned or delayed.

5.2.3.2 It is expressly understood and agreed that if the installation or operation of AGENCY's Equipment interferes with equipment installed prior to the Commencement Date of this AGREEMENT, AGENCY shall, upon request, immediately suspend its operations (except for intermittent testing) and perform any remediation tasks MCOE deems necessary to eliminate or remedy such interference. If it is determined that such interference cannot be rectified by AGENCY within fifteen (15) days after written notice of said interference, then MCOE may, at its option terminate this AGREEMENT upon written notice to AGENCY. In the event the interference is not cured during the initial fifteen (15) day notification period or a reasonable cure period, MCOE may, at its option, terminate this AGREEMENT upon written notification to AGENCY, whereupon AGENCY shall remove the Equipment at its sole cost and expense and in accordance with section 4.2.9 Removal of AGENCY's equipment, herein.

5.2.3.3 AGENCY waives any and all claims against MCOE arising from interference with AGENCY's Equipment caused by other AGENCYs' equipment, facilities or operations. In the event that any such interference occurs that materially interferes with AGENCY's utilization of the Premises, AGENCY may terminate this AGREEMENT at any time thereafter by giving MCOE thirty (30) days' prior written notice to that effect, as its sole remedy and

in lieu of any and all other remedies at law or in equity.

5.2.4 Structural Modifications and Repairs.

In the event MCOE, in its sole discretion, determines that any structural modifications or repairs are needed due to the presence of AGENCY's Equipment or other improvements, MCOE shall notify AGENCY of the needed modifications or repairs, and the following procedure shall apply.

5.2.4.1 If structural modifications are necessary prior to AGENCY's installation or modification of its Equipment, then:

5.2.4.1.1 AGENCY shall be required to gain approval for the structural changes by submitting all requested engineering and design documents to MCOE.

5.2.4.1.2 AGENCY shall, at its sole cost and expense, promptly make all such modifications in accordance with Section 3.6.2 Inspection of Facilities, hereof; or

5.2.4.1.3 If such modifications are not completed within sixty (60) days of such notice, either Party shall have the right to terminate this AGREEMENT by giving the other Party thirty (30) days' prior written notice.

5.2.4.2 If repairs are necessary due to the presence of AGENCY's Equipment, AGENCY shall, at its sole cost and expense, promptly make all such repairs in accordance with Section 5.2.1 Inspection of Facilities after MCOE approval of repair, hereof; provided, however, that in the event of an emergency, MCOE may make such modifications or repairs at AGENCY's expense, upon notice to AGENCY, and such sum shall be immediately due upon the rendering of an invoice, as a supplemental Sublease Fee.

5.2.5 Compliance with FCC Rules and Regulations.

The AGENCY agrees to install, maintain, and operate its Equipment in accordance with the Federal Communications Commission (FCC) Rules and Regulations and in accordance with prevailing engineering standards in the communications industry. In the event operation of AGENCY's Equipment creates interference with the operation of any equipment presently operated by others, the AGENCY shall eliminate such interference to the satisfaction of and at no expense to MCOE. MCOE and AGENCY agree that none of AGENCY's equipment installed as of the date of this Sublease and referenced above creates any interference with

the operations of any equipment presently operated by MCOE, other sub lessees or licensees.

6.0 OPERATION

6.1 Master Lease.

AGENCY hereby acknowledges that MCOE leases the Site pursuant to that certain Lease. Nothing contained in this AGREEMENT shall be construed to create privity of estate or of contract between AGENCY and Master Licensor.

6.2 Access to the Premises.

MCOE shall provide AGENCY with access to the tower site seven (7) days a week, twenty-four (24) hours per day and shall provide AGENCY a set of keys to the facility and AGENCY may not duplicate the key set. Additional key sets may be provided upon an approved request. The AGENCY and its agents are granted access to the Premises for the sole purpose of installing, maintaining and inspecting AGENCY's Equipment. Permission to occupy the Facilities and use the access road, and all other use of the Premises is subject to the same conditions as those, which are or may be imposed on MCOE by the owner of the Premises. Access to the Premises is restricted to employees and to subcontractors, which must always be escorted by an authorized employee of the AGENCY. No guests, visitors or other parties are allowed on the Premises. Upon contract termination AGENCY will return all keys to MCOE.

6.3 Roads and Gates.

The speed limit on the private roadway is 15 mph or lower if posted. Travel is restricted to the existing roadways only. Gates at the Premises are to be locked. AGENCY must ensure that the gates surrounding the Premises and the road access gates are locked when leaving the Premises. AGENCY may not add locks to the gates. All other locks will be removed from the chain. The permitted locks, installed by the owner of the Premises, MCOE and Pacific Gas & Electric, will be marked indicating the owner of the lock and a contact phone number.

6.4 Removal of AGENCY's Equipment.

6.4.1 Provided that AGENCY is not in default in the performance of its obligations hereunder, at the expiration of this AGREEMENT or earlier termination thereof, AGENCY shall remove any and all of its equipment without any interference, damage or destruction to any other equipment, structures or operations at the Premises or any equipment of other AGENCYS or tenants.

6.4.2 To the extent not prohibited by any financing lien on AGENCY's Equipment, if AGENCY is in default in the performance of its obligations hereunder at the expiration of this AGREEMENT or its earlier termination, MCOE may, at its own discretion, retain the portion of AGENCY's Equipment which is equal in value to the damages it has

sustained or will sustain as a result of AGENCY's default.

6.4.3 If AGENCY fails to remove its Equipment and all other equipment, which it may have added, MCOE may remove the equipment at AGENCY's cost and expense and such sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder.

6.4.4 AGENCY equipment removed by MCOE under articles 5.2.9.2 and 5.2.9.3, and not recovered by AGENCY shall be held by MCOE no longer than ninety (90) days. After this ninety (90) day period has expired MCOE may exercise the option to liquidate such equipment by sale or disposal without obligation to AGENCY.

6.5 Subletting; Assignment.

6.5.1 MCOE may assign this Sublease at any time if the entity to which it is assigned assumes all of MCOE's rights and duties under the Sublease.

6.5.2 This Sublease is personal to the AGENCY and may not be sublet or reassigned without written consent of MCOE. No transfer or assignment of the stock of AGENCY, or any ownership interest in AGENCY, whether by sale, merger, exchange or other means, shall constitute an assignment of this Sublease.

6.6 Damage or Destruction.

6.6.1 MCOE shall have no obligation to maintain, insure, operate or safeguard AGENCY's Equipment. MCOE and AGENCY agree that MCOE shall not be liable for loss of use or other damage of any nature arising out of the loss, destruction or damage to the Premises or to AGENCY's Equipment located thereon by fire, explosion, windstorms, water, or any acts of God or third parties.

6.6.2 In the event the Premises or any part thereof is damaged or destroyed, MCOE may elect to repair, rebuild or restore the Premises or any part thereof to the same condition as it was immediately prior to such casualty. In such event, the payments required herein shall cease as of the date of such casualty until the Premises are restored to a useable condition for AGENCY's operation. If MCOE chooses not to repair, restore or rebuild the Premises, MCOE shall send a notice of cancellation of this AGREEMENT to AGENCY within thirty (30) days of such casualty. If this AGREEMENT is canceled, the payments required herein shall

terminate as of the date of such casualty.

7.0 TERMINATION

- 7.1** Notwithstanding the foregoing, if for any reason the term of the Master Lease shall terminate prior to the expiration date of this AGREEMENT, this AGREEMENT shall thereupon be automatically terminated and MCOE shall not be liable to AGENCY by reason thereof.
- 7.2** Either Party may terminate this Sublease upon thirty (30) days prior written notice to the other Party if the other Party is in default and fails within such thirty (30) day period to cure such default. A party will be deemed to be in default if it fails to comply with any obligation, term or covenant under this Sublease.
- 7.3** In the event that any public or quasi-public authority takes any part of the Premises or any access way required by AGENCY for the conduct of its operations under the power of condemnation or eminent domain, this AGREEMENT shall terminate as of the date title to the Premises vests in the condemning authority. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of exercise of that power shall be deemed a taking by condemnation. If any condemnation occurs within six (6) months of the expiration of the then current term of the AGREEMENT, then this AGREEMENT may be terminated by either Party upon written notice to the other.

8.0 PAYMENT

- 8.1** The AGENCY agrees to pay MCOE the term, as described in Section 2.0 Effective Date and Term, fee of Forty-seven Thousand Four Hundred Sixty dollars and Twenty-four cents (\$47,460.24) no later than May 31, 2019. Individual fees and

charges are detailed in the separate MCOE Tower Use Quotation. AGENCY must obtain MCOE's written permission to pay its sublease fee in monthly increments.

- 8.2** If the Sublease Fee is not paid by July 31, 2019, the Sublease Fee shall be immediately increased by ten percent (10%), and be increased by another five percent (5%) for every month thereafter.
- 8.3** If Sublease Fee is paid in monthly increments, commencing with the Effective Date, each monthly sublease Fee shall be payable in advance on the first day of each month and is late if not received by the fifth (5) day of the month. If the Monthly Sublease Fee is not paid and received by the MCOE on or before the fifth (5) day of the month in which it is due, the Monthly Sublease Fee shall be immediately increased by ten percent (10%), and shall be increased by another five percent (5%) for every month thereafter.

9.0 INDEMNITY

- 9.1** AGENCY's Indemnity. AGENCY hereby agrees to defend, indemnify and hold The Monterey County Board of Education, The Monterey County Superintendent of Schools and the MCOE's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors harmless from and against any and all losses, claims, liabilities damages, costs and expenses (including reasonable attorney's fees and costs) and injuries (including personal injuries or death) arising from or in connection with AGENCY's use, operation, maintenance or repair of the Premises or AGENCY's shared use of the access roads to the Premises, except to the extent resulting from the gross negligence or willful misconduct of MCOE's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors or precluded by the Federal Tort Claims Act (28 U.S.C. 1346(b) and §2671 et seq).
- 9.2** Survival of Indemnity Provisions. The indemnity provisions of this section shall survive the termination, cancellation or expiration of this Sublease.

10.0 INSURANCE

- 10.1 Each party shall obtain, pay for and maintain in effect during the life of this AGREEMENT a Commercial General Liability insurance policy that includes coverage for Premises Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury; with a minimum combined single limit of not less than \$1,000,000 for Bodily injury and Property Damage (each occurrence) and a \$2,000,000 aggregate; and
- 10.2 Automobile Liability Insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence; and
- 10.3 Workers' Compensation Insurance as required by State law; and
- 10.4 Employer's Liability Insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence; and
- 10.5 Nothing in this Insurance section shall reduce a party's liabilities or obligations.
- 10.6 Upon request, each Party shall provide proof of said insurance to the other Party.
- 10.7 Additional Insured's Proof of Insurance, Subrogation. The Monterey county office of Education shall be named as an additional insured on all of AGENCY's policies except AGENCY's Workers Compensation policy. Said insurance policy shall provide that MCOE Business Office will receive at least thirty (30) days' prior written notice of any cancelation or material change in such insurance policy. AGENCY shall provide a certificate of insurance evidencing the coverage required by this paragraph to MCOE Business Office within (30) days of the Commencement Date. Each Party waives any rights of recovery against the other for injury or loss due to hazards covered by its own property insurance, and shall require such insurance policies to contain a waiver of subrogation against the other.
- 10.8 Exceptions to Insurance: None

11.0 DISPUTE RESOLUTION

- 11.1 In the event of a dispute among the parties to this AGREEMENT regarding the provisions of this AGREEMENT, any party must, by written notice to the other parties, call for mediation of the dispute before a mediator to be agreed upon by the parties. If the dispute is not resolved by mediation within thirty (30) days of such notice, then any party may proceed to exercise all rights and remedies available under applicable law and this AGREEMENT.

12.0 NON-DISCRIMINATION

MCOE and AGENCY agree that they will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons. All nondiscrimination rules and regulations required by law to be included in this AGREEMENT are incorporated by this reference.

13.0 GOVERNING LAW

The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California, with venue in Monterey County, California and no other place.

14.0 COMPLIANCE WITH LAWS

The Parties shall, at their own cost and expense, comply with all local, state, and federal ordinances, regulations, and statutes now in force and which may hereafter be enacted that affect this AGREEMENT.

15.0 ASSIGNMENT OF RIGHTS

Unless authorized in writing by both Parties, neither Party shall assign or transfer any rights or obligations covered by this AGREEMENT. Any unauthorized assignment or transfer shall constitute grounds for termination by the other Party.

16.0 NOTICE

All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: i) Personal service, or ii) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the third (3rd) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT the addresses of the parties are as follows:

San Benito County Sheriff/AGENCY
2301 Technology Parkway
Hollister, CA 95023
Attn: Kellie Kennedy _____
Phone: (831) 636-4080x131_

MONTEREY COE
901 Blanco Circle
Salinas, CA 93901
Attn: Keith Meader
Phone: (831) 784-4136

17.0 SEVERABILITY

If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

18.0 AMENDMENT

This AGREEMENT may only be altered, amended, or modified by written instrument executed by both Parties. The Parties agree to waive any right to claim, contest, or assert that this AGREEMENT was modified, canceled, superseded, or altered by oral agreement, course of

conduct or waiver. An amendment of any of the terms or conditions hereof shall not be construed as an amendment of any other terms or conditions in this AGREEMENT.

19.0 WAIVER OF DEFAULT

No delay or failure to require performance of any provision of this AGREEMENT shall constitute a waiver of that provision as to that instance or any other instance. Any waiver must be in writing and shall only apply to that instance.

20.0 CONFLICT OF INTEREST

The AGENCY represents that it presently has no interest, which would conflict in any manner or degree with the performance of Services contemplated by this AGREEMENT.

.....
This AGREEMENT shall represent the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or AGREEMENTs, either written or oral, between the Parties as of the effective date hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

San Benito County ~~Sheriff~~ AGENCY

MONTEREY COUNTY OFFICE
OF EDUCATION

BY: _____
Authorized Signature

BY: _____
Authorized Signature

PRINT NAME: Mark Medina

Garry Bousum

TITLE: Chairman, San Benito County
Board of Supervisors

Associate Superintendent,
Business & Finance

DATE: _____

DATE: _____

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

Shirley L. Murphy 6/3/19
DEPUTY COUNTY COUNSEL DATE



**Monterey County Office of Education
2018-19 Tower Site Tenant Quotation**

Keith Meader • kmeader@montereycoe.org • 831-784-4136
Senior Director of Infrastructure
Jeffrey Velasquez • jvelasquez@montereycoe.org • 831-755-0329
Network Administrator

Organization Name	SAN BENITO COUNTY SHERIFF	Primary Contact	Capt. Eric Taylor	Emergency Contact	Stephen Haynes	Accounting Contact	KELLIE KENNEDY
Mailing Street Address	746-Elroya Road	Organization	SBC Sheriff	Organization	Emergency vehicle specialists, Inc.	Organization	SBC Sheriff
Address (line 2)	3201 Technology	Title	CEO	Title	Engineer	Title	Account Manager
City, State, zip code	PRUVO, CA 95024	Main Phone	831-636-4080	Main Phone	831-634-1600	Main Phone	(831) 636-4131
	Hollister, CA 95024	Fax/Cell Phone		Fax/Cell Phone	831-207-0131	Fax/Cell Phone	
		Email	ETaylor@sbcsheriff.org	Email	Stephen@evswest.com	Email	Kkenedy@sbcsheriff.org

QUOTE	SBC SHERIFF
\$1,977.51 TOTAL	MONTHLY
\$1,311.00 ANTENNAE	School Peak
\$474.60 RACK	School Peak
	School Peak
02/28/2019 • Valid for 30 days	
MCOE # 3609	

ANTENNA WORKSHEET					
Description (Parabolic, Pole, ODU, etc.)	Manufacturer	Model	Size	Location	Zone (height in feet) on tower
VHF OMNI 21 INCH			100FT		C
VHF OMNI 21 INCH			100FT		C
UHF DIPOLE 5 FOOT			100FT		C
VHF			100FT		C
UHF			60FT		B
VHF			50FT		B

TOWER COST	NOTE
\$293.00 LAW	
\$293.00 PW	
\$293.00 MD	
\$216.00	
\$216.00	

Good Faith Estimates for Power made when no current measurement provided	
POWER COST	NOTE
\$63.97 3A LAW	
\$63.97 3A PW	
\$63.97 3A MD	

RACK COMPONENT WORKSHEET					
Description (Amplifier, Radio, Receiver, etc.)	Manufacturer	Model	Rack Units	Location	Power Requirements: Watts Consumed/ Amperage rating/ Input Voltage Etc.
LAW VHF REPEATER	MOTOROLA	QUANTAR	1 FULL RACK		120V 3A
PUBLIC WORKS VHF REPEATER	MOTOROLA	HSR2000	1 HALF RACK		120V 3A
MED NET UHF REPEATER	KENWOOD	TKR850	1 HALF RACK		120V 3A

RACK COST	NOTE
\$237.30 half PW	
\$237.30 half MD	
\$474.60 full LAW	



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 41.

MEETING DATE: 6/11/2019

DEPARTMENT: SHERIFF'S DEPARTMENT

DEPT HEAD/DIRECTOR: Darren Thompson, Sheriff-Coroner

AGENDA ITEM PREPARER: Kellie Kennedy

SBC DEPT FILE NUMBER: 110

SUBJECT:

SHERIFF'S OFFICE - D. THOMPSON

Accept all proposals for Food and Commissary Services for the San Benito County Jail and Juvenile Hall; award contract to Trinity Services Group and authorize jail staff to negotiate a contract to bring back before the board for approval.

SBC FILE NUMBER: 110

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The Sheriff's Office, Jail Division sought proposals for food and commissary services for the jail and juvenile hall populations as the division plans to bring food service back in-house from off-site preparation and delivery. There were two responsive proposals from Aramark Corporation and Trinity Services Group. The Sheriff and staff reviewed both proposals and request that Trinity be awarded the contract.

In review, both responders met the needs of the facilities however, overall, Trinity Service Group was the lowest per meal bid for the jail population and offers a sliding per meal scale based on

population. Based on the average adult daily population of 137, the annual cost for Trinity Service Group would be \$322,532 (\$2.15 per meal) while Aramark would be \$345,035, (\$2.30 per meal). The cost per juvenile meal is the same for both responders at \$2.50.

The Sheriff respectfully requests approval to enter into contract with Trinity Service Group for in-house food service for the adult and juvenile populations and commissary for the adult population.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

101.40.1195.1000.619.146; 101.50.1220.1000.619.146

CURRENT FY COST:

STAFF RECOMMENDATION:

- 1). Accept all proposals received for Food and Commissary Services for the Jail and Juvenile Hall; and
- 2). Award contract to Trinity Services Group; and
- 3). Authorize Sheriff to negotiate a contract with Trinity Services Group for board approval.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Request for Proposal - Food / Commissary Service	5/17/2019	Backup Material
Vendor Food Service Pricing Proposal	5/17/2019	Backup Material

**REQUEST FOR PROPOSAL
FOR
FOOD AND COMMISSARY SERVICES FOR
SAN BENITO COUNTY JAIL**

Please submit proposals to:
San Benito county Sheriff's Office
Tony Lamonica
Captain
2301 Technology Parkway
Hollister, CA. 95024

Telephone: (831) 636-4060
Fax: (831) 636-4067
Email: TLamonica@sbcsheriff.org

Proposals must be received by 4:00 p.m., Pacific Time, April 3, 2019
Return in sealed envelope marked:

**“FOOD AND COMMISSARY SERVICES FOR
SAN BENITO COUNTY JAIL”**

Proposals received after 4:00 p.m., Pacific Time, April 3, 2019
will be returned unopened.

Tony Lamonica
Captain
San Benito County Sheriff's Office

PROJECT OVERVIEW

The San Benito County Sheriff's Office, County Jail is seeking proposals from qualified vendors to provide comprehensive food and commissary services for its correctional and juvenile hall facilities. The RFP consists of the following two (2) groups:

GROUP I Sheriff –Coroner- Correctional facility, located at 710 Flynn Rd. Hollister, Ca. 95023

GROUP II Probation Department- Juvenile Hall, located at 708 Flynn Rd. Hollister, Ca. 95023

Bidders must submit bids for both groups I and II and may not bid on only one group.

All inquiries regarding this RFP process, proposal submissions, and scope of work should be directed to:

Tony Lamonica, Captain
San Benito County Sheriff's Office, Jail
2301 Technology Parkway
Hollister, CA 95023
(831) 636-4127

Completed proposals must be submitted to the San Benito County Jail no later than 4:00 p.m. on April 1, 2019.

B. GENERAL TERMS AND CONDITIONS

The RFP contains the instructions governing the requirements for a proposal to be submitted by the interested vendors, the format in which proposal information is to be submitted, the materials to be included therein, the requirements that must be met, and the vendor's responsibilities during the term of an awarded contract. The vendor will provide a trained food service director (manager), with experience in similar facilities, who will work with the Sheriff's Detention Administrator.

Vendor compliance to each of the requirements in this section is **mandatory**. Failure to commit to a requirement in this section may cause the proposal to be rejected.

1. SERVICE
Services will be guaranteed for the duration of the contract period.
2. EQUIPMENT
The vendor shall assume responsibility for all their equipment.
3. CUSTOMER SERVICE/ACCOUNT REPRESENTATIVE
Vendor shall provide dependable, consistent service.
4. IMPLEMENTATION
Vendor must provide detailed project/implementation plan describing the methodology to complete the services in a timely, orderly, and least disruptive manner.

5. DOCUMENTATION
Vendor shall supply copies of documentation for licenses.
6. END OF CONTRACT
At the end of the contract period, the vendor will work with the County staff to facilitate a smooth transition of uninterrupted service with a replacement vendor.
7. VENDOR SECURITY CLEARANCE
The County will require a security clearance on the vendor employees who have need of access inside the correctional facility. The security clearance will be completed by the Sheriff's Office staff at no charge to the vendor. Vendor employees who fail the security clearance will not be permitted inside the county Jail.
8. RATES AND COMMISSIONS
The vendor shall be responsible for any and all billing disputes, claims or liabilities that may arise in regard to its provisions of this contract.
9. RATES
Fair rates to inmates are important to the County; as such please submit your lowest bid.
10. START UP AND PERFORMANCE MONITORING
The County will perform a walk-through with the vendor to verify work compliance. All tasks and RFP requirements must be completed to the county's satisfaction. The jail Commander will continually meet with vendor's in-house supervisor and nightly inspections of the kitchen will be done by the shift Supervisor. The county will meet quarterly with a vendor representative to review the scope and quality of work.
11. VENDOR RESPONSIBILITY
Right to Audit
 - a. The vendor shall maintain financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. The vendor shall retain these records for a period of three years after final payment, or until the County audits them, whichever event occurs first.
 - b. These records shall be made available during the term of the contract, as described above, and the subsequent three-year period for examination, transcription, and audit by the County, its designees, or other authorized bodies. Such audits will be conducted during normal business hours.
12. PERMITS
Unless otherwise provided herein, Vendor shall at the expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.
13. TERM OF CONTRACT
The term of the negotiated contract will be for three (3) years, with (2) two one-year extensions. The (2) two one-year extensions may be exercised at the sole discretion of the County subject to the same terms and conditions of the initial contract period.

14. **TERMINATION**
The County reserves the right to terminate the contract resulting from this request at any time the selected vendor fails to carry out its provisions. The County shall give the selected vendor notice of such termination with stated reasons for the termination. If, after such notice, the selected vendor fails to remedy the conditions contained in the notice within thirty (30) days, the County shall issue the selected vendor an order to stop work immediately and to vacate the premises. Either party may terminate the contract upon giving thirty (30) days advance written notice.
15. **FAILURE TO PERFORM**
If the selected vendor does not meet any of the specifications delineated in the contract and/or its attachments, a letter explaining the deficiencies with a thirty(30) day notice will be delivered by the County's agent. If deficiencies are not corrected in thirty (30) days, the contract may be cancelled.
16. **GOVERNING LAWS**
The laws of the State of California will govern any contract entered into between the county and the selected vendor.
17. **EQUAL EMPLOYMENT OPPORTUNITY**
The vendor shall comply with all provisions of federal, state, and local regulations to ensure that no employee is discriminated against because of race, religion, sex, sexual preference, marital status, age, handicap, or national origin.
18. **WARRANTY AGAINST CONTINGENT FEES**
The vendor will agree to warrant that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage, or contingency, except bona-fide employees or selling agents maintained by the vendor to secure business.
19. **SUBCONTRACTS**
The selected vendor shall not subcontract with any vendor without prior written agreement with the County.
20. **VENDOR'S PERSONNEL**
The County may request replacement of any vendor personnel believed unable to carry out the responsibilities of the contract.
21. **VENDOR'S COOPERATION**
The vendor shall, at all times, observe and comply with all federal, state, and local municipal laws, ordinances, rules, and regulations in any way affecting the contract, or the work performed under the contract.
22. **WARRANTIES/GUARANTEES AGAINST DEFECTS**
Vendor will guarantee that all material and labor (provided by the vendor as part of the RFP response) shall be free of defects in material or workmanship.

23. UNFAIR ADVANTAGE

Proposal will not be considered if the proposer engages in conduct, directly or indirectly, that may give an unfair advantage over other proposers, including but not limited to having or having access to information in the preparation of its proposal that is confidential and not available to other proposers, communicating with any person with a view to influence preferred treatment in the RFP process or engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP process and that renders the process non-competitive and unfair.

24. Acceptance and rejection of proposals

The County of San Benito reserves the right to:

1. Reject any or all proposals or any part thereof
2. Waive any minor defects in the proposals
3. Accept the proposal that is in the best interest of the County of San Benito

The County's decision shall be final. The County's waiver of a minor defect shall in no way modify the RFP document or excuse the vendor from full compliance with its specifications of the vendor is awarded the contract.

The proposals which contain false or misleading statements, or which provide references that do not support an attribute or condition contended by the vendor, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the proposal shall be rejected.

25. ORAL COMMUNICATION

No oral communication by county staff binds the county

C. INSURANCE REQUIREMENTS

The selected vendor shall be responsible for maintaining, during the life of the contract, insurance that complies with the following minimum requirements.

1. Worker's compensation-in compliance with the statutes of the State of California.
2. General liability-insurance with a minimum limit of liability per occurrences of 1,000,000 for bodily injury and \$100,000 for property damage. The certificate of the insurance shall indicate the aforementioned.
3. Automobile liability-insurance with a minimum of liability per occurrence of \$1,000,000 or bodily and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned automobiles, and non-owned automobiles.
4. Professional Negligent Errors and Omissions-Contractor shall maintain in full force and effect, during the entire time of this agreement and any extension thereof, professional negligent errors and omissions liability insurance, which shall include the following provisions: The policy limits of said insurance, shall not be less than three hundred thousand (\$300,000) per claim. Vendor shall endeavor to maintain insurance

for a period of no less than one year following completion of this agreement. In the event the vendor fails to provide such insurance or to pay premiums thereon for the period required following completion of this agreement. County shall have the right to pay such premiums as are reasonable and commercially available, on behalf of the vendor and to deduct the costs thereof from any sums then owing to vendor.

If at any time any of said policies shall be reasonably unsatisfactory to the County, as to form or substance or if any company issuing such policy shall be reasonably unsatisfactory to the County, the vendor shall promptly obtain a new policy, submit the same to the Risk Manager for approval and submit a certificate thereof as hereinabove provided. Upon failure of the Vendor to furnish, deliver or maintain such insurance and certificates as above provided, this agreement, at the election of the County may be forthwith declared suspended, or terminated. Failure of the vendor to obtain and/or maintain any required insurance shall not relieve the vendor from any liability under this agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the vendor concerning indemnification. The County, its officials, agents, and employees shall be named as an additional insured on automobile and general liability insurance policy required herein. The vendor's insurance policy (ies) shall include a provision that the coverage is primary as respects the County (to the extent of vendor's negligence in the performance of its services under this agreement); shall include no special limitations to coverage provided to additional insured under the automobile and general liability policies; and, shall be placed with insurer(s) with acceptable Best's rating of A: VII or with approval of the Risk Manager.

D. **HOLD HARMLESS**

The vendor shall hold the County, its agents, officers, employees, and volunteers, harmless from, save, defend and indemnify against, any all claims, losses and damages for every cause, including both not limited to the injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any acts or omissions of vendor's, its agents, officers, employees, or volunteers, during the performance of its obligations under this agreement. If such indemnification becomes necessary, the County Counsel for the county of San Benito shall have the absolute right to approve any and all counsel employed to defend it. The County shall hold the vendor's, its agents, officers, employees, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person and property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of the County, its agents officers, employees, or volunteers, during the performance of its obligations under this Agreement.

E. **REQUIRED VENDOR PROPOSAL INFORMATION**

1. **INTRODUCTION**

We are seeking the vendor or firm most qualified to provide services in this RFP. The various sections of this RFP are intended to provide each potential vendor or firm with the opportunity to document and demonstrate its qualifications. Proposals must adhere to the structure outlined in the RFP. Proposals that do not adhere to the structure may be disqualified from review. The structure of the proposal shall be as follows:

Vendor must submit six (6) copies of the proposal in a sealed envelope.

The structure of the proposal shall be as follows:

2. COVER LETTER

Use vendor's letterhead
Address the cover letter to:
Capt. Tony Lamonica
2301 Technology Parkway
Hollister, CA 95023

Identify the submitting firm by name, main business office, field office conducting work (if applicable), and contact person.

Identify the firm's parent corporation by name and business location. If the firm has no parent corporation, state that this is the case. State that you have read the RFP and are prepared to comply with the contractual requirements.

3. TABLE OF CONTENTS

4. OVERVIEW OF FIRM

- a. Corporate structure
 - 1. Corporate name
 - 2. Service or activities other than correctional services engaged in by the corporation.
- b. Corporate experience in correctional services
 - 1. Number of employees involved in prison of correctional services
 - 2. Number of years providing correctional services
- c. List of current contracts for correctional services
 - 1. Contracted with
 - 2. Date of original contract
 - 3. Type of services
 - 4. Contact person and telephone number of agency
- d. List of prior contracts for correctional services
 - 1. Agency contracted with
 - 2. Date of original contract
 - 3. Date of termination
 - 4. Contact person and telephone number of agency

5. A minimum of five (5) references

In the event the vendors total customer base is less than five (5) customers, all former and current customers shall be listed. Customers that are divisions of subsidiaries of, or in any way affiliated with the vendors company shall not be used to meet the requirement. Customers on each vendors list (and any other the County may select) will be contacted. The customers may be interviewed.

6. VENDOR FINANCIAL REPORT

The vendor must provide a copy of the vendor's most recent corporation annual report. If no annual report is available, the vendor must provide the latest audited financial report prepared by a

certified public accountant. In no case shall the vendor's accounts payable be in arrears greater than sixty (60) days. If this information is considered confidential by the vendor, it will be clearly labeled as such and presented in a separate sealed envelope within the RFP response package.

7. FOOD SERVICES

Provide copies of menus that include meals for inmates and staff, including religious and medical menus. Vendor shall provide food services for approximately two hundred nineteen (219) inmates and thirty (30) staff members associated with the San Benito County Jail. County is also seeking the vendor to provide additional services to ten (10) Juvenile Hall youth and ten (10) staff members associated with juvenile hall.

- a. The vendor must provide, with the proposal, the menu cycle for the first five (5) weeks of service, **this is a mandatory submittal with the proposal document**. Changes will subsequently be submitted for review and approval by the Sheriff's Detention Administration four (4) weeks prior to the effective date of the next menu cycle. Included with the menu submitted must be the certification by the dietician, complete nutritional analysis and cooked weight portion size for each item specified for each meal as required in the menus.
- b. The vendor must provide, with the proposal a written sample of a "heart healthy" meal with accompanying dietary information, **this is a mandatory submittal with the proposal document**.
- c. The vendor shall provide with the proposal, an outline of its preparation, distribution and documentation procedures for medical diets to be provided within the detention facility.

8. FOOD SERVICE COST

The vendor shall provide a copy of per meal prices for inmates and staff. Also provide an annual total cost of food service and supplies, based on the Scope of Services. The price quoted by the vendor in its proposal shall remain in effect for the first year of the contract. For all remaining years of the contract, the vendor shall use the US Bureau of Labor Statistics, Food Away from Home as a basis for any annual price increase. The maximum percentage increase allowed for any one year will be 4%.

9. DESCRIPTION OF SERVICES

This section of the proposal should describe the services provided by the Bidder. Equipment, services, and supplies must meet the minimum specifications set forth in this RFP. Any deviations from the specifications must be clearly identified as such.

a. Supplies

1. Vendor is responsible for purchasing all food and associated supplies for food services; additionally vendor is responsible for proper sanitation of the kitchen and all tools used in food services.

b. Personnel

1. Vendor will recruit, hire, and provide all mandated training to all civilian personnel.
2. Vendor will be responsible for conducting appropriate background checks prior to hiring.

c. Menus

1. Menus shall be designed by Registered Dietitians and shall meet all requirements, including medical and religious diet requirements, as well as California Title 15 guidelines.

d. Diets

1. The vendor shall provide with the proposal, an outline of its preparation, distribution and documentation procedures for medical diets to be provided within the detention facility.

e. Other Services

1. Vendor shall pay for long distance telephone, fax, and modem costs associated with their services.

2. Vendor shall be responsible for computers and software for their use in managing their services, including toner, receipt tape, and ink needed to run their system.

3. Vendor shall be responsible for postage and freight relating to their services.

10. MEAL SATISFACTION

The vendor is responsible for inmate and staff satisfaction with meals prepared and served. The contractor will submit annual questionnaires to the inmate population to ascertain opinions and obtain suggestions to improve the quality of the dietary service. The results of the questionnaires will be submitted to the Sheriff's Detention Administration for review.

11. MEDICAL DIETS

a. The vendor shall prepare and serve all medical diets, shall ensure that the menu prepared is in compliance with the detention facility's health care service provider. Medical diets shall be served during normal serving times.

b. The vendor shall maintain complete records showing which inmates are to be provided medical diets, contents of the diet and whether each inmate requests and receives their prescribed meal. Copies shall be submitted to the health care service administrator on a monthly basis. Previous month's documentation is to be submitted no later than the fifth working day of each month. Health care services will provide documentation of verbal diet orders within 24 hours.

c. The food services director and the health care administrator shall have a dietician available and shall calculate those medical diets.

12. MEAL COUNTS

The vendor shall be responsible for determining the appropriate number of meals to be prepared and served. The vendor shall provide sufficient meals for all inmates.

The vendor must maintain complete and accurate records of the number of meals served by location at each meal in accordance with the detention facility's established procedures.

13. DIETARY/FOOD SUPPLIES

Dietary and food supplies purchased by the vendor are the property of the contractor and the vendor is responsible for any loss, damage or spoilage.

b. The detention facility staff shall require advance notification of all deliveries.

c. The vendor must maintain a minimal inventory on hand. All inventories shall be rotated regularly and the vendor shall ensure that food items are not served after the manufacturer's expiration date. The County and/or Sheriff will not pay for spoilage, damage, obsolescence or theft of food items.

14. COMMISSARY RATES

The vendor shall provide a copy of their current and proposed rate schedule (% of commission) to inmate welfare fund. The vendor shall also provide a price list for basic items to be made available through the commissary.

CONTRACTOR AND SHERIFF RESPONSIBILITIES

a. The vendor shall requisition and/or purchase and supply all utensils, paper products, household items and cleaning supplies mutually agreed to be necessary for efficient and sanitary operation of the food service.

b. Vendor shall also purchase consumable supply inventory. Consumable supplies are defined as plastic film, sheet pan liners, bun rack covers, food service disposable serving gloves, and paper sacks. The vendor shall be responsible for the proper storage control of those items to prevent any theft, damage or other loss. The vendor shall notify the detention facility administration of any of the aforementioned items and quantities thereof that will be necessary for the operation of the dietary facility.

c. All office supplies necessary for the management of the operation shall be provided by the vendor except those forms required by the Detention Facility Administration for compliance with established regulations.

d. The vendor shall be responsible for the purchasing of linen and uniforms for contractor staff use only in the food operation. Vendor personnel will be required to wear distinctive food service uniforms in a color other than orange and blue, in order that they are more easily distinguishable from inmate kitchen labor force.

e. The County will, at its own expense, provide, maintain, repair and replace food service equipment currently in place at the food service facility.

f. The County will permit the vendor to install additional equipment (food service or otherwise) at its own expense with the Sheriff's Detention Administration approval.

g. The County will provide pest control for all areas assigned to the vendor in accordance with existing Sheriff Detention policies or directives.

h. The County will maintain and repair the building structure in areas assigned to the vendor including painting, and provide all utilities necessary for the performance of the food service operations.

i. The vendor will be responsible to operate in an energy efficient manner. The County shall provide one (1) master phone for local calls only, without charge. The contractor will be billed for all long distance phone service.

j. The County will provide adequate trash removal facilities or services as deemed necessary to maintain the highest standards of sanitation.

k. The County will provide existing office space and the following furniture for the contractor; desks, chairs, tables, filing cabinets and storage safe.

1. UTILITIES

a. The County shall not guarantee an uninterrupted supply of water, steam, electricity, gas, telephone and heat or air conditioning. However, they shall be diligent in restoring service following an interruption.

b. The County shall not be liable for any product loss which may result from the interruption or failure of any such utility service.

COMMISSARY SERVICES

1. Vendor shall provide commissary services to inmates.

- a. Provide order forms with inmate balances
- b. Collect the order forms
- c. Process the orders
- d. Pick and pack the orders
- e. Deliver the orders to the inmates
- f. Provide Kiosks and software
- g. Integrate with Jail Management System
- h. Provide indigent services

17. TECHNICAL SERVICES

a. The vendor shall meet mandatory technical requirements as specified in this section. Failure to meet these requirements will result in the rejection of the vendor's proposal.

b. The vendor shall provide well-balanced meals that provide caloric values of a minimum of 2800 calories per day. The vendor shall provide an actual five (5) week menu cycle based upon the recommendations of California Title 15.

c. All menus must be reviewed and certified as to nutritional adequacy by a registered, certified dietitian provided by the vendor to meet the requirements contained in menu specifications. The successful vendor must provide a nutrient analysis and cooked weight (volume) for each serving size portion, and recipes for every menu item. Where combination foods are on the menu, the vendor shall submit the recipe providing the list of ingredients and their quantities,

also, the number of servings and the size of each serving. The County may at any time, inspect the food items or meals, the food storage, preparation, serving areas, test food for caloric value, minimum RDA's and attractiveness, reject food or material not meeting the specifications contained in the terms of this contract or in the approved menu.

d. Soy products will be limited to a maximum of 35% during the menu cycle.

e. Hours of Service. Hours of meal service will be determined by the Sheriff's Detention Administration.

f. The vendor shall assure the dietary operations are in compliance with the American Correctional Association Accreditation standards and the National Commission on Correctional Health Care standards.

18. LOCATION

a. Meals shall be prepared in the kitchen and will be transported to the housing units by detention staff and trustee prisoners.

b. Inmates shall generally be served in their housing units, and any other locations as requested by the Sheriff's Detention Administration.

19. MENU

a. The vendor shall provide meals of sufficient variety to include regional considerations for the population of the facility.

b. The vendor, in accordance with ACA Standards, shall provide three (3) meals (Including 2 hot meals) to inmates daily. Sack lunches may be served for the midday meal.

c. The vendor shall prepare sack lunches for inmates who are in court or on a work detail.

d. The vendor shall vary the type of sandwiches to avoid repetition.

20. MENU CYCLE

1. There shall be two (2) menus:

(i) Adult menu

(ii) Juvenile menu- Must meet USDA School meals requirements and the Healthy, Hunger-Free Kids Act of 2010 (HHFKA)

a. The vendor must provide, with the proposal, the menu cycle for the first five (5) weeks of service, **this is a mandatory submittal with proposal document**. Changes will subsequently be submitted for review and approval by the Sheriff's Detention Administration four (4) weeks prior to the effective date of the next menu cycle. Included with the menu submitted must be the certification by the dietician, complete nutritional analysis and cooked weight portion for each item specified.

b. Any requested change of the menu after the initial Sheriff's Detention Administration approval must be submitted in writing.

21. ADDITIONAL SERVICES

County wishes to seek additional services. If you provide these services, please provide information on how you provide the services.

- a. To provide inmates with food and/or laundry service vocational program.
- b. To provide dry cleaning services for staff
- c. To provide the county the opportunity to purchase items at a discount rate.
- d. To provide additional food items or meals at the request of the county.
- e. To provide hot food items for individual sale through the commissary.
- f. To provide commissary order stations in eight (8) units.

22. REQUIRED EXPERIENCE AND DOCUMENTATION

- a. Proof of minimum of five (5) years of experience working with Correctional/Detention facilities
- b. Must have at least three (3) correctional food services operations within the State of California
- c. Must provide services in a minimum of five (5) facilities of the same size and scope
- d. List all California accounts in the previous three (3) years

23. SIGNATURE OF VENDOR AGENT

An officer of the vendor company or a designated agent empowered to bind the firm in a contract shall sign each vendor's proposal and any clarification to that proposal.

G. PROPOSAL REQUIREMENTS

1. Vendor's Conference

A **mandatory** conference will be held for vendors who will have the opportunity to meet with the County personnel, tour the facilities mentioned in the RFP, and discuss the content of the RFP in further detail.

The vendor's conference and tour will be held at the San Benito County Sheriff's Office Jail, 710 Flynn Rd., Hollister, CA 95023 on February 27, 2019 at 9:00 am.

Vendor's requiring clarification on the intent of the RFP or on other procedural matters concerning the RFP process may submit questions to Tony Lamonica, Captain. These requests for clarification may be submitted by mail, fax or email no later than 4:00 p.m. on March 20, 2019.

2. Vendor's Cost

The cost of developing proposals in response to the RFP are entirely the responsibility of the vendor and shall not be chargeable to the County.

3. Deliver to County

Written proposals shall be mailed to the Sheriff's Office, 2301 Technology Parkway., Hollister, CA 95023. Proposals sent by facsimile or email will not be accepted. It is the vendor's responsibility to ensure the proposals are received on time.

4. Calendar of Events

The following is a schedule of events surrounding the proposal process

1. Distribution of the RFP
2. Vendor's Conference and Tour
3. Final date for questions regarding this RFP
4. Proposal due date
5. Selection Process (tentative)
6. Board award of contract

G. EVALUATION PROCESS

1. INTRODUCTION

All proposals received in response to this RFP will be evaluated by team of representatives from San Benito County Sheriff's Office. The evaluation will be composed of representative from the San Benito County Sheriff's Office and others deemed necessary and appropriate to review all proposals meeting the criteria of the RFP. Each proposal will be evaluated to determine the vendor's responsiveness to the County's stated needs. Within fifteen (15) working days subsequent to the proposal due date, the field of vendors who have submitted proposals will be reduced to those vendors identified as being responsive to the RFP.

2. VALIDATION AGAINST REQUIREMENTS

All proposals submitted will be checked in detail for compliance with the mandatory requirements set forth in this RFP. During the process, the County may find it necessary to request additional information from the vendor.

3. Scoring

To determine the best proposal response, the County may consider, but is not necessary limited to, the following factors to the requirements of the RFP. Ability of the proposal response to accomplish the desired results:

- a. Responsiveness to the RFP. 10%
- b. General background of firm. 10%
- c. Vendor's prior experience with similar types of contracts for service. 10%
- d. Vendor's plan for providing services for the San Benito County Sheriff's Office jail including specific experience of key staff to be assigned to the San Benito County Sheriff's Office contract 10%
- e. Cost 20%
- f. Ability to provide and cost of additional services as noted in Section F. 14 of this RFP 10%
- g. Vendor's experience with California Title 15 requirements and references. 15%
- h. The vendor's proposed method of meal preparation and delivery. 15%

4. ERRORS

If errors are found in a proposal, the County may reject the proposal. However, the County may at its sole option, correct arithmetic or transposition errors on the basis that the lowest level of detail will prevail in any discrepancy. In the event of a discrepancy between the quantities and information submitted for evaluation purposes, the quantities cited in the narrative shall govern the extensions and

summarization shall be recomputed accordingly. If there is an obvious misstatement of commission It will not be changed. Therefore, it is absolutely essential the vendor carefully review the commission element of the proposal, since there will be no option to change it.

5. SELECTION

The vendor selected will be the vendor, which proposes the best terms to meet the needs of the inmates in the jail. The County intends to award a contract to the vendor meeting the specifications of this RFP, and in accordance with the evaluation process contained herein, and whose proposal complies with all the requirements of this RFP. The County reserves the right to make an award without further negotiations with the apparent successful vendor. Therefore, proposals should be submitted with the most favorable terms the vendor can offer.

Proposals should reflect the terms under which the proposer is prepared to meet the requirements of this RFP. After announcement of the successful vendor, there will be no negotiation of the county's contract terms and conditions, this RFP, or the proposer's submitted proposal, which will collectively comprise the terms of the agreement between the County and the successful vendor. Any attempt by the successful vendor to negotiate any term will be considered a repudiation of the award. The County will then select the proposal, which next closely meets the requirements of this RFP.

6. AWARD OF CONTRACT

Written notification of the selection will be made to all vendors who submitted a proposal, on or after April 16, 2019. Award shall be made effective and to begin on or after April 16, 2019. If the successful vendor refuses or fails to execute the contract, the county may award the contract to another vendor whose proposal compiles with all the requirements of this RFP and any addenda thereto. The period of time within which such award of contract may be made shall be subject to written agreement between the County and the vendor concerned.

Price Proposal

Price Per Meal

TRINITY SERVICES GROUP			
SAN BENITO COUNTY JAIL			
Inmate Population Sliding Scale			
FROM	TO	PRICE	
30	- 39	\$	6.651
40	- 49	\$	5.188
50	- 59	\$	4.311
60	- 69	\$	3.725
70	- 79	\$	3.307
80	- 89	\$	2.994
90	- 99	\$	2.750
100	- 109	\$	2.555
110	- 119	\$	2.396
120	- 129	\$	2.263
130	- 139	\$	2.150
140	- 149	\$	2.057
150	- 159	\$	1.979
160	- 169	\$	1.910
170	- 179	\$	1.850
180	- 189	\$	1.796
190	- 199	\$	1.748
200	- 209	\$	1.705
210	- 219	\$	1.665
220	- 229	\$	1.630
230	- And over	\$	1.597

TRINITY SERVICES GROUP			
SAN BENITO COUNTY JAIL			
Juvenile Population Sliding Scale			
FROM	TO	PRICE	
-40	- -36	\$	-
-35	- -31	\$	-
-30	- -26	\$	-
-25	- -21	\$	-
-20	- -16	\$	-
-15	- -11	\$	-
-10	- -6	\$	-
-5	- -1	\$	13.787
0	- 4	\$	4.381
5	- 9	\$	3.754
10	- 14	\$	2.500
15	- 19	\$	2.061
20	- 24	\$	1.842
25	- 29	\$	1.697
30	- 34	\$	1.609
35	- 39	\$	1.550
40	- 44	\$	1.504
45	- 49	\$	1.469
50	- 54	\$	1.450
55	- 59	\$	1.427
60	- And over	\$	1.408

FOOD SERVICE COST

Food Service Cost

The vendor shall provide a copy of per meal prices for inmates and staff. Also provide an annual total cost of food service and supplies, based on the Scope of Services. The price quoted by the vendor in its proposal shall remain in effect for the first year of the contract. For all remaining years of the contract, the vendor shall use the **US Bureau of Labor Statistics, Food Away from Home** as a basis for any annual price increase. The maximum percentage increase allowed for any one year will be 4%.

COST

Inmate	\$2.300
Staff	\$0.000
Juvenile	\$2.500
Other Meals	\$2.300
Additional Sack Lunch	\$2.300
Snacks	\$2.300

ADDITIONAL SERVICES COST

Aramark will continue to provide bulk supplies such as chemicals, paper and indigent kits at cost +10%.



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 42.

MEETING DATE: 6/11/2019

DEPARTMENT: TREASURER/TAX COLLECTOR

DEPT HEAD/DIRECTOR: Melinda L. Casillas

AGENDA ITEM PREPARER: Melinda L. Casillas

SBC DEPT FILE NUMBER: 685.2

SUBJECT:

TREASURER/TAX COLLECTOR - M CASILLAS

Approve contract for Business License Tax services to be provided by HdL Software for the period of June 1, 2019 - June 30, 2022.

SBC FILE NUMBER: 685.2

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Voters approved the implementation of a Business License Tax on the November 2018 ballot, known as Measure H.

HdL has an expertise of knowledge in implementing a Business License Tax Program.

This contract with HdL will get the program started, and help to monitor the program. It is our intention that at the end of the three-year period of service with HdL to bring those services back in house, with the Tax Collector's office monitoring and continuing the program. During the years of the HdL contract, we will be working side by side with HdL to help make this program successful. The charges for each license will be offset in the revenue collected.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

101.1020.1000.515.108

CURRENT FY COST:

STAFF RECOMMENDATION:

Approve contract with HdL Software for the period of June 1, 2019 to June 30, 2022 for the implementation and monitoring of the Measure H Business License Tax and authorize the Chair to sign it.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Contract	6/3/2019	Standard Contract

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and HdL Software _____ ("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 June 1, 2019, and end on June 30, 2022, unless terminated in accordance with section 6 below.

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 compensate CONTRACTOR for said services pursuant 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
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: minimum required by law

6. Termination.

The parties may terminate this agreement as specified in Attachment C. The number of days of advance written notice required for termination of this contract for convenience is 90 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: Melinda Casillas

Title: Treasurer/Tax Collector/Pub. Admin.

Address: 440 Fifth Street, Room 107

Hollister, California 95023

Telephone No.: 831-636-4034

Fax No.: 831-636-4383

Contract Administrator for CONTRACTOR:

Name: George Bonnin

Title: Sales & Marketing Manager

Address: 120 S State College Blvd. Ste 200

Brea, CA 92821

Telephone No.: 714-879-5000

Fax No.: _____

Signatures

APPROVED BY COUNTY:

Name: Mark Medina

Chair, San Benito County Board of Supervisors

Date: _____

APPROVED BY CONTRACTOR:

Name: Robert Gray

Title: President

Date: 6-3-2019

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Shirley L. Murphy

By: Shirley L. Murphy, Deputy County Counsel

Date: June 3, 2019

ATTACHMENT A
Scope of Services

CONTRACTOR, for COUNTY'S benefit, shall provide Business License Tax Administration services:

General Scope of Work

CONTRACTOR will provide robust solutions for managing compliance of municipal Business License Taxes and its related functions. CONTRACTOR is ever mindful of the important role that customer service plays in the successful implementation of a compliance and revenue collection program. Therefore, CONTRACTOR will make every effort to ensure that all communications with the COUNTY'S business community is kept at a professional level maintaining a careful balance between compliance, revenue collection, tactfulness, sensitivity and taxpayer education.

Business License Tax Administration Services provides a turnkey approach for local governments that need assistance with administering business license taxes. CONTRACTOR'S team of experts will manage all of the business tax operations conducted by the COUNTY. When combined with the Compliance Management services, the COUNTY receives the benefit of increased revenues and superior customer service, while reducing internal costs and gaining efficiencies.

Business License Tax Administration Services (Includes Compliance Management Services and Revenue Discovery/Audits)

CONTRACTOR will transfer copies of the COUNTY'S existing databases as they relate to business license tax into CONTRACTOR'S internal administration tools. During the term of this Agreement, CONTRACTOR will maintain the data and will provide access to or copies of data or reports at the COUNTY'S request. All of the COUNTY'S data and all information pertaining to the COUNTY's data is the COUNTY's property. If CONTRACTOR possesses knowledge of or other information regarding the data that the COUNTY does not have, CONTRACTOR shall share the information with the COUNTY at no charge. CONTRACTOR shall hold in confidence and shall not disclose to any other party any of the COUNTY'S data or other proprietary information learned or otherwise obtained by CONTRACTOR in connection with this Agreement, except for CONTRACTOR'S and COUNTY'S staff. While access to online systems will be available for the COUNTY staff to use at their discretion, the COUNTY will not be required to use or maintain any software in house for managing the business license registry. At all times, the COUNTY maintains ownership of its data and upon conclusion of this Agreement, whether by expiration or termination, CONTRACTOR will return all of the COUNTY'S data as maintained and/or modified by CONTRACTOR during the term of this Agreement, current as of the effective date of expiration or termination, in a format that is readily accessible to and useable by COUNTY staff without requiring any special programming. These obligations shall survive any expiration or termination of this

Agreement.

Renewal Processing - CONTRACTOR will send active business license accounts a renewal notice within 45 days of the renewal period ending. Accounts will receive all applicable forms necessary to complete the renewal process.

New Account Processing - CONTRACTOR will process any new business license tax applications and complete the new account registration process in a timely fashion. CONTRACTOR will also reconcile new accounts with other intra-County departmental approvals such as zoning, code compliance, fire inspection, and other regulatory related functions.

Delinquent Account Processing - CONTRACTOR will endeavor to collect delinquent accounts through a series of COUNTY approved processing methods. This will include at minimum two (2) follow up delinquent notices and up to two (2) telephone calls. Delinquent accounts will be collected with full penalties as allowed by the San Benito County Code and/or through current COUNTY practices. CONTRACTOR will process accounts that remain delinquent through the COUNTY approved processes established in CONTRACTOR'S collections component of the Compliance Management Program, as further described below.

On-Line Filing & Payment Processing - CONTRACTOR will register a COUNTY approved domain name which will serve as the starting point for all web-based activities. This COUNTY specific site is designed to look and feel like the COUNTY'S own web pages and ensures a level of continuity between the business community, the COUNTY, and CONTRACTOR. CONTRACTOR will coordinate with the San Benito County IT Department regarding implementation of the site and coordination with the COUNTY'S website.

With *HdL Flex File*, businesses can choose to file their new business registration as well as renew their license and make payments via CONTRACTOR'S on-line filing portal. In addition to filing and paying for taxes, businesses can obtain copies of applications, general support and FAQs, schedule appointments and request copies of their tax registration all with the click of a button. CONTRACTOR'S on-line services underscore CONTRACTOR'S commitment to excellence in customer service and education by continually improving the registration and payment experience for the business community.

Payment Posting/Processing - CONTRACTOR will process all payments received in an expedited manner. CONTRACTOR will update license accounts daily with payment information and revenues to be disbursed to the COUNTY, net applicable fees at an interval to be agreed to during the project planning phase. Disbursements typically occur monthly but can be remitted as often as weekly depending on volumes and the COUNTY'S needs. CONTRACTOR'S payment acceptance process accepts the following payment types:

- ✓ Check / Money Order /Cashier's Check
- ✓ E-Check
- ✓ Debit Cards
- ✓ Credit Cards (Visa, Mastercard, Discover, & American Express)
- ✓ Check by Phone

CONTRACTOR currently utilizes multiple payment gateway providers for on-line payment acceptance. CONTRACTOR will work with the COUNTY to determine which provider, rate structures, and card types meet the COUNTY'S needs. CONTRACTOR can also utilize the same provider and process used by the COUNTY'S current on-line functionality.

Business Support Center - CONTRACTOR will provide businesses with multiple support options for registering, renewing, making payments and for general inquiries. CONTRACTOR will provide a toll-free number to businesses in order to access one of CONTRACTOR'S license specialists Monday through Friday 8:00 am to 5:00 pm Pacific Time. CONTRACTOR will also provide businesses access to support via e-mail, fax, and via the Business Support Center On-Line. CONTRACTOR will constantly monitor quality control points to ensure courteous customer service, minimal hold times under two (2) minutes, and the return of voice messages the same business day.

Compliance Management Services - CONTRACTOR will research unlicensed and/or underreporting businesses, in order to increase revenue. The services provided consist of Business License Tax Revenue Discovery, Business License Tax Audits, and Business License Tax Collections, as further described below.

Business License Tax Revenue Discovery

Enriched Data Portfolio / Lead Identification - Utilizing data provided by the COUNTY, as well as the HdL Enriched Data Portfolio (EDP), CONTRACTOR'S team will build an enhanced listing of entities subjected to licensure or taxation including, but not limited to, those businesses physically located in San Benito County, itinerant businesses, and entities participating in the sharing economy such as short-term rentals (STRs), drive sharing services and others. CONTRACTOR will electronically match these entities to the existing files of the COUNTY using advanced data matching algorithms, allowing CONTRACTOR'S staff to identify which entities are compliant and which entities require follow up.

Field Surveys - CONTRACTOR'S experienced field crews, equipped with the most advanced tools available (mobile mapping/GPS systems, tablet computers pre-loaded with various COUNTY and state-wide databases, etc.) will canvass commercial areas of the COUNTY to develop and enhance the leads identified in the EDP. Field Surveys provide additional inventories of active businesses as well as to provide on-site verifications of data culled from other sources.

Exception Resolution - CONTRACTOR'S skilled team members will review records, filtering out records that may lead to erroneous contacts. This extra step allows CONTRACTOR'S staff to find additional revenues not otherwise identifiable through electronic means and assists in reducing potential complaints levied at COUNTY staff and management from pursuit of false positives.

Compliance Communication and Outreach - Upon exception resolution, CONTRACTOR'S staff will initiate contact with the identified entities through a series of COUNTY approved communication methods. CONTRACTOR will make every effort to simplify the process for taxpayers and will utilize a variety of mediums for communication including mail, telephone, email and web-site access. CONTRACTOR will notify potentially non-compliant entities of their options to comply or dispute their non-compliant status. Initial notification packets include everything a business needs to become compliant and multiple methods of resolving their accounts.

Business Support Center - CONTRACTOR operates a business support and service center where the business community can access expert staff during normal business hours. Businesses calling CONTRACTOR'S toll-free line can expect minimal hold times along with access to a variety of options which include filing support, payment options, resolution of specific tax issues and other services designed to reduce the burden of registering and filing taxes. CONTRACTOR'S team of experts, including CONTRACTOR'S resident Certified Revenue Officers (CRO), implements a business friendly and education centric approach to supporting the business community in all aspects of the management and compliance process.

Business Support Center ~Online - Businesses are encouraged to take advantage of the range of services available on-line, 24 hours a day, seven days a week. With *HdL Flex File*, businesses can choose to file their new business registration as well as make payments via CONTRACTOR'S on-line filing portal. In addition to filing and paying for taxes, businesses can obtain copies of applications, general support and FAQs, schedule appointments and request copies of their tax registration all with the click of a button. CONTRACTOR'S on-line services underscore CONTRACTOR'S commitment to excellence in customer service and education by continually improving the registration and payment experience for the business community.

Document Submission / Processing - Whether the taxpayer chooses to respond by mail, email or CONTRACTOR'S online filing website, CONTRACTOR will review each

business license tax application submission for completion and accuracy prior to processing. If any additional documentation is needed to complete the COUNTY'S approval of a submission, such as a home occupation permit, CONTRACTOR will request the information from the taxpayer and/or forward the pertinent information to the COUNTY departments responsible for issuing the required permit or providing other additional required documentation, either as a pre-requisite or as a courtesy to the taxpayer. CONTRACTOR will file and store all submissions, with a recommendation to the COUNTY regarding approval or denial of the business license tax application, available to the COUNTY via standard reporting processes.

Invoicing - Once the COUNTY approves a business license tax application, CONTRACTOR will send invoices to the taxpayer indicating detailed tax calculations and balances owed. CONTRACTOR will provide taxpayers the opportunity to pay their balances via mail, online, or over the phone services. Taxpayers will also have continued access to CONTRACTOR'S Business Support Center for any questions or disputes arising from the invoice process.

Registry Update - Upon collection of all requirements which may include the payment, application and/or other documentation, CONTRACTOR will prepare a Registry Update package to include payment as well as copies of all taxpayer correspondence and other relevant information. Data in the COUNTY registry file stored in the CONTRACTOR Prime Software Suite is updated daily with packages from the Compliance Management Services. Once completed, the business will be processed through the standard processes approved through the HdL Business License Tax Administration Component.

Business License Tax Audits

Analysis & Selection - CONTRACTOR will select audit candidates using a variety of selection methodologies developed by CONTRACTOR'S audit team using decades of business license tax audit experience. CONTRACTOR will share preliminary analysis reports on each business selected for audit with the COUNTY prior to moving through the audit phases.

Audit Notification & Scheduling - CONTRACTOR will send a letter to businesses selected by CONTRACTOR and approved by the COUNTY, notifying them of a scheduled Compliance Analysis Audit. CONTRACTOR will make every effort to promote a positive experience for the taxpayer. CONTRACTOR will provide selected businesses detailed descriptions of the requirements and relevant documentation required for an audit two (2) weeks in advance of the proposed audit date. If a selected business is unable to meet the audit date selected by the COUNTY, CONTRACTOR will make all efforts to reschedule the audit to a more accommodating date. CONTRACTOR will offer selected businesses the opportunity to schedule flexible appointment times by contacting CONTRACTOR'S Business Support Center or visiting CONTRACTOR'S online support center.

Compliance Analysis & Audit - The CONTRACTOR'S audit team will audit the financial records of a selected business to determine compliance with business tax regulations. CONTRACTOR will validate taxing variables such as gross receipts and other relevant information for determining compliance. In addition to identifying underreporting issues, CONTRACTOR'S Audit Program will also focus on other compliance related issues such as assuring correct classifications, multiple location allocation, apportionment issues, and identifying business to business relationships that may create tax liability for third parties.

Audit & Compliance Report - Upon completion of the audit and analysis, and prior to additional actions, CONTRACTOR will generate a compliance report for the COUNTY'S review. The report will indicate specific results of the review and recommended future actions. CONTRACTOR will include documentation that substantiates the findings in the report to assist the COUNTY and CONTRACTOR in determining the next step of the process.

Deficiency and Commendation Notification - Upon final review of the audit and analysis report, CONTRACTOR will notify businesses that are found to have deficiencies of the findings as well as the payment and appeal processes. CONTRACTOR will also work with businesses found to be deficient to explain the current findings and educate taxpayers on proper future filing procedures so as to prevent future errors and deficiencies. CONTRACTOR will send a commendation letter to businesses found to be in compliance, thanking them for their compliance.

Business License Tax Collections

Invoicing & Collections - CONTRACTOR will invoice businesses found to be underreporting through the standard COUNTY approved collections process. CONTRACTOR will collect balances and remit them to the COUNTY, along with supporting documentation, through the approved remittance processes.

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 \$ _____,

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)

The cost of the following services will be offset with the revenue received by the COUNTY from CONTRACTOR for the collection of the Business License Tax payments.

Service	Compensation
Business License Administration Services	\$14.00 per account/per year + CPI
Business License Tax Discovery	35% of Revenues Collected
Business License Tax Audit	35% of Revenues Collected

COUNTY shall pay CONTRACTOR the following fees for the software service transition, implementation and annual use fees. Regarding the portion of the fees pertaining to CONTRACTOR'S provision of revenue management services, should the County elect to first utilize CONTRACTOR'S Business License Tax Administration Services, then transition to the COUNTY performing the work in-house, utilizing the HdL Prime Business License Software application, the costs shall be adjusted according to the scale specified below.

Software Service Transition	\$6,000.00 (one-time payment)
Software implementation project	Costs dependent on length of revenue management services (see below):
• 0 to 11 months of revenue	\$39,500.00 (one-time payment)
• 12 - 23 months of revenue	\$31,600.00 (one-time payment)
• 24 - 35 months of revenue	\$23,700.00 (one-time payment)
• 36+ months of revenue management	\$0.00
Software annual use fee	\$9,500.00 annually, starting upon first production use of the "core"
Travel Costs	At Cost

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. CONTRACTOR certifies that no one who has or will have any financial interest under this contract is an officer or employee of COUNTY.

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 the execution of this contract. For purposes of this paragraph, obligations arising prior to 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 shall give CONTRACTOR notice of the amount of any off-set and the reason for the deduction.

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. TITLE TO DOCUMENTS; COPYRIGHT. Paragraph C-7 of Attachment C to this contract is hereby modified to add the following to the end of Paragraph C-7:

CONTRACTOR'S Proprietary Information. As used in this Section, the term "proprietary information" means any information that relates to CONTRACTOR'S computer or data processing programs; data processing applications, routines, subroutines, techniques or systems; or business processes. COUNTY shall hold in confidence and shall not disclose to any other party any of CONTRACTOR'S proprietary information in connection with this Agreement, or otherwise learned or obtained by COUNTY in connection with this Agreement, unless disclosure is required under federal or state law, including without limitation the federal Freedom of Information Act or the California Public Records Act. CONTRACTOR shall retain ownership and rights to all proprietary information and hereby grants a license to the COUNTY to use the proprietary information. The obligations imposed by this Section shall survive any expiration or termination of this Agreement.

D-2. 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.

END OF ATTACHMENT D.



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 43.

MEETING DATE: 6/11/2019

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: RMA

AGENDA ITEM PREPARER: Kevin McCarthy, IWM Technical Lead Manager

SBC DEPT FILE NUMBER: 142

SUBJECT:

RESOURCE MANAGEMENT AGENCY

(Hold a Public Hearing at 9:00 a.m. or soon thereafter as the matter may be heard by the Board of Supervisors)

Hold a Public Hearing to accept public input and testimony on a proposed increase in the maximum allowable charge for solid waste collection rates with Recology San Benito; adopt Resolution adopting the maximum allowable solid waste collection rates, effective July 1, 2019.

SBC FILE NUMBER: 142

RESOLUTION NO: 2019-55

AGENDA SECTION:

PUBLIC HEARING - Top

BACKGROUND/SUMMARY:

Current solid waste rates were established through a competitive procurement process for a new Franchise Agreement commencing November 1, 2018 that was awarded to Recology San Benito County. The new Franchise Agreement included several program improvements and significant changes to recycling and organics collection programs for residents and businesses

to meet state mandates AB 939, AB 341, AB 1826 and SB 1383.

Per the new Franchise Agreement, solid waste rates are adjusted on an annual basis using a prescribed index-based methodology. Year over year changes in a consumer price index and a fuel index are primarily used to adjust current solid waste rates to proposed new maximum solid waste rates. Actual changes in disposal and processing costs (“pass through costs”) are also included in the annual rate adjustment process, though such changes aren’t included in the annual rate adjustment process until calendar year 2020. The maximum allowed rate adjustment for non-disposal and processing costs is capped each year at 5% with any excess above the 5% carried over to the next rate year. The proposed maximum allowable rate adjustment is 4.3% which was calculated using an index-based methodology summarized below in the table. The components in the rate adjustment process include two operating components (labor and other non-fuel and fuel) and disposal and processing costs. The index calculations for the operating components totaled 5.6% and the disposal and processing costs were not adjusted this year per the Agreement. When you combine these component index adjustments (calculations not shown in table) you get an overall rate adjustment percentage of 4.3%.

The proposed new rates will pay for the collection and disposal of garbage; collection and processing of all recyclable items, yard waste, and food scraps; seasonal recycling programs; and public education activities to meet state regulatory requirements. These services are available to County residents and commercial businesses. The rates are established to increase recycling and composting to meet state mandates and divert materials from disposal in the landfill.

Proposition 218 Noticing Process

The Proposition 218 noticing process is intended to provide rate payers advance notice and an opportunity to file a formal protest regarding the potential new solid waste rates. While the courts have not yet ruled that Proposition 218 applies to solid waste collection rates, in an abundance of caution, the County is following the “majority protest” proceedings set forth in Proposition 218. Statements of protest will be accepted through the public hearing on June 11, 2019. At the end of the public hearing, the Clerk of the Board of Supervisors will tally and report the qualifying written protests. The Board of Supervisors will then certify that the written protests in opposition to the new solid waste collection rates meets or does not meet the 50 percent protest threshold, which is 2365 written protests. In accordance with Article XIID, Section 6, of the California Constitution, a "majority protest" exists if written protests against the proposed fee or charge are presented by a majority of owners of the identified parcels". If a majority protest is not received, the Board of Supervisors may then adopt the proposed Resolution, adopting the solid waste collection rates. If a majority protest is received, the Board of Supervisors cannot increase the rates, and the rates will remain unchanged.

Index	% Change	Operating Component – labor and all other non-fuel expense (% of total expense)	Adjusted %	Disposal and Processing Cost Component (Changes in Tip Fees and Tons)
CPI-U – All Urban			0.04 x 0.947 =	

Consumers (CUUSS49BSA0)	4%	94.7% ¹	0.038 = 3.8%	N/A
		Operating Component – fuel expense only (% of total expense)		
Producer Price Index for #2 Diesel Fuel	33.5%	5.3% ¹	0.335 x 0.053 = 0.018 = 1.8%	N/A
			Subtotal: 5.6% Cap = 5%	No change
¹ These percentages are fixed during the life of the Agreement and are derived from Recology's final approved cost forms.				

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

No impact on General Fund

STAFF RECOMMENDATION:

Adopt Resolution adopting the maximum allowable solid waste collection rates, effective July 1, 2019 and authorize the Chair to sign it.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Resolution	6/6/2019	Resolution
Notice of Public Hearing	5/29/2019	Cover Memo

1 **BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO**

2 A RESOLUTION OF THE SAN BENITO COUNTY) Resolution No. 2019-_____)
3 BOARD OF SUPERVISORS APPROVING THE))
4 MAXIMUM ALLOWABLE SOLID WASTE))
5 COLLECTION RATES EFFECTIVE JULY 1, 2019 TO))
6 JUNE 30, 2020))

7 **WHEREAS**, on November 1, 2018, a new Franchise Agreement with Recology San Benito County as the collection hauler within the County of San Benito took effect, which includes specific provisions related to an annual index-based rate adjustment process; and

8 **WHEREAS**, the annual rate adjustment process required Recology San Benito County to submit its application for a rate adjustment on or before April 1, 2019; and

9 **WHEREAS**, the County received Recology San Benito's application for a rate adjustment on March 29, 2019 for the maximum allowable rate adjustment of 4.3%; and

10 **WHEREAS**, the proposed Solid Waste Rates are attached hereto and incorporated herein by reference as Exhibit 1; and

11 **WHEREAS**, staff reviewed the rate adjustment application and found it to be complete; and

12 **WHEREAS**, while not currently required by law, the Board of Supervisors is following the noticing procedure set forth in Article XIID §6 of the California Constitution (Proposition 218) and in accordance with Proposition 218, the Board authorized staff to proceed with noticing and protest proceedings for the proposed solid waste collection rate adjustments; and

13 **WHEREAS**, on April 16, 2019 the San Benito County Board of Supervisors adopted Resolution 2019-40, authorizing and directing staff to send a Proposition 218 notice of the proposed maximum allowable solid waste collection rates and their opportunity to submit written protests to affected rate payers and such a notice was mailed to property owners and rate payers within the unincorporated County of San Benito on April 24, 2019; and

14 **WHEREAS**, the Board of Supervisors held a public hearing on June 11, 2019 to consider the proposed Solid Waste Rates (Exhibit 1) and to receive and consider any protests received; and

15 **WHEREAS**, at the public hearing, the Board of Supervisors heard and received all oral and written testimony and evidence that was made, presented, or filed, and all persons present at the hearing were given ample opportunity to hear and be heard with respect to any matter related to the Solid Waste Rates; and

16 **WHEREAS**, at the conclusion of public testimony, the Board of Supervisors closed the public hearing, determined that there was not a majority protest, and deliberated and considered the merits of the proposed Solid Waste Rates.

1 **NOW, THEREFORE, BE IT RESOLVED**, by the Board of Supervisors of the County of San
2 Benito, that it hereby finds and determines as follows:

- 3 1. In accordance with Article XIID §6 of the California Constitution:
 - 4 a. The revenues derived from the Solid Waste Rates (Exhibit 1) will not exceed
 - 5 the funds required to provide solid waste collection service;
 - 6 b. The revenues derived from the Solid Waste Rates (Exhibit 1) will not be
 - 7 used for any purpose other than solid waste collection;
 - 8 c. The Solid Waste Rate charged will not exceed the cost of solid waste
 - 9 collection per parcel;
 - 10 d. Any surplus monies collected from the Solid Waste Rates will be used to
 - 11 offset revenue requirements;
 - 12 e. The Solid Waste Rate is only charged for solid waste collection service that
 - 13 is currently available; and
 - 14 f. The Solid Waste Rate is not charged for general governmental services.

15 **BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of San Benito that it
16 hereby approves the maximum allowable Solid Waste Rates set forth in Exhibit 1, effective July 1,
17 2019 to June 30, 2020.

18 **PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN**
19 **BENITO THIS 11th DAY OF JUNE, 2019 BY THE FOLLOWING VOTE:**

20 Ayes: Supervisor(s):
 21 Noes: Supervisor(s):
 22 Absent: Supervisor(s):
 23 Abstain: Supervisor(s)

24 By: _____
25 Mark Medina, Chair

26 **ATTEST:**
27 Janet Slibsager, Clerk of the Board

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

By: _____

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

Date: _____

Date: June 5, 2019

Resolution 2019-__ Exhibit 1

**San Benito County
Single Family Cart Service
Monthly Rates (\$)**

Service level	Collections	
	per week	Rate
20-gallon cart (every other week)	EOW	22.94
20-gallon cart	1x	26.86
32-gallon cart	1x	32.33
64-gallon cart	1x	53.21
96-gallon cart	1x	81.37
20-gallon cart - Low Income	1x	20.14
32-gallon cart - Low Income	1x	24.26
Additional Solid Waste 20-gallon cart		20.86
Additional Solid Waste 32-gallon cart		26.07
Additional Solid Waste 64-gallon cart		36.51
Additional Solid Waste 96-gallon cart		46.93
Additional Recycle 64-gallon cart		4.69
Additional Recycle 96-gallon cart		5.74
Additional Organic 64-gallon cart		26.60
Additional Organic 96-gallon cart		40.68
Additional Services		
Bulky Item - Excess Material		40.68
Bulky Item - More than 2 per year		125.18
Backyard Service		52.15
Extra Solid Waste Collection		10.43
Residential Lock Charge at Curb		10.43
Residential Long Walk		20.86
Residential Saturday Collection Surcharge		78.24
Non-Scheduled Collection		20.86
Small Vehicle Service on Private Rd > 100ft		34.41
Cart Exchange		13.57
Cart Replacement		82.40
Residential Contamination Fee		20.86

**San Benito County Commercial and Multi Family Solid Waste
Monthly Rates (\$)**

<u>Service level</u>	<u>Collections per week</u>	<u>Rate</u>
1 cubic yard bin	EOW	146.88
1 cubic yard bin	1x	166.91
1 cubic yard bin	2x	333.80
1 cubic yard bin	3x	500.69
1 cubic yard bin	4x	667.60
1 cubic yard bin	5x	834.51
1 cubic yard bin	6x	1,114.89
1 cubic yard bin	Additional Pick Up	50.06
1 cubic yard compactor	EOW	223.25
1 cubic yard compactor	1x	253.69
1 cubic yard compactor	2x	507.39
1 cubic yard compactor	3x	761.06
1 cubic yard compactor	4x	1,014.76
1 cubic yard compactor	5x	1,268.46
1 cubic yard compactor	6x	1,694.65
1 cubic yard compactor	Additional Pick Up	76.09
1.5 cubic yard bin	EOW	212.97
1.5 cubic yard bin	1x	242.01
1.5 cubic yard bin	2x	484.02
1.5 cubic yard bin	3x	726.04
1.5 cubic yard bin	4x	968.02
1.5 cubic yard bin	5x	1,210.03
1.5 cubic yard bin	6x	1,616.61
1.5 cubic yard bin	Additional Pick Up	72.60
2 cubic yard bin	EOW	135.60
2 cubic yard bin	1x	208.63
2 cubic yard bin	2x	417.25
2 cubic yard bin	3x	625.87
2 cubic yard bin	4x	834.51
2 cubic yard bin	5x	1,043.14
2 cubic yard bin	6x	1,393.63
2 cubic yard bin	Additional Pick Up	62.58
2 cubic yard compactor	EOW	248.17
2 cubic yard compactor	1x	381.78
2 cubic yard compactor	2x	763.58
2 cubic yard compactor	3x	1,145.36
2 cubic yard compactor	4x	1,527.14
2 cubic yard compactor	5x	1,908.94
2 cubic yard compactor	6x	2,550.34
2 cubic yard compactor	Additional Pick Up	114.54
3 cubic yard bin	EOW	186.46

**San Benito County Commercial and Multi Family Solid Waste
Monthly Rates (\$)**

<u>Service level</u>	<u>Collections per week</u>	<u>Rate</u>
3 cubic yard bin	1x	286.86
3 cubic yard bin	2x	573.72
3 cubic yard bin	3x	860.58
3 cubic yard bin	4x	1,147.45
3 cubic yard bin	5x	1,434.31
3 cubic yard bin	6x	1,916.24
3 cubic yard bin	Additional Pick Up	86.06
3 cubic yard compactor	EOW	348.04
3 cubic yard compactor	1x	535.46
3 cubic yard compactor	2x	1,070.92
3 cubic yard compactor	3x	1,606.36
3 cubic yard compactor	4x	2,141.82
3 cubic yard compactor	5x	2,677.29
3 cubic yard compactor	6x	3,576.84
3 cubic yard compactor	Additional Pick Up	160.63
4 cubic yard bin	EOW	250.87
4 cubic yard bin	1x	385.96
4 cubic yard bin	2x	771.91
4 cubic yard bin	3x	1,157.87
4 cubic yard bin	4x	1,543.84
4 cubic yard bin	5x	1,929.79
4 cubic yard bin	6x	2,578.21
4 cubic yard bin	Additional Pick Up	115.78
4 cubic yard compactor	EOW	468.12
4 cubic yard compactor	1x	720.20
4 cubic yard compactor	2x	1,440.40
4 cubic yard compactor	3x	2,160.61
4 cubic yard compactor	4x	2,880.80
4 cubic yard compactor	5x	3,600.99
4 cubic yard compactor	6x	4,810.94
4 cubic yard compactor	Additional Pick Up	216.07
6 cubic yard bin	EOW	355.97
6 cubic yard bin	1x	547.65
6 cubic yard bin	2x	1,095.29
6 cubic yard bin	3x	1,642.94
6 cubic yard bin	4x	2,190.59
6 cubic yard bin	5x	2,738.21
6 cubic yard bin	6x	3,658.27
6 cubic yard bin	Additional Pick Up	164.30
6 cubic yard compactor	EOW	672.77
6 cubic yard compactor	1x	1,035.05

**San Benito County Commercial and Multi Family Solid Waste
Monthly Rates (\$)**

<u>Service level</u>	<u>Collections per week</u>	<u>Rate</u>
6 cubic yard compactor	2x	2,070.11
6 cubic yard compactor	3x	3,105.15
6 cubic yard compactor	4x	4,140.20
6 cubic yard compactor	5x	5,175.24
6 cubic yard compactor	6x	6,914.14
6 cubic yard compactor	Additional Pick Up	310.52
8 cubic yard bin	EOW	481.40
8 cubic yard bin	1x	740.63
8 cubic yard bin	2x	1,481.25
8 cubic yard bin	3x	2,221.88
8 cubic yard bin	4x	2,962.51
8 cubic yard bin	5x	3,703.12
8 cubic yard bin	6x	4,947.38
8 cubic yard bin	Additional Pick Up	222.19
Commercial Solid Waste 64 gallon cart	EOW	39.90
Commercial Solid Waste 64 gallon cart	1x	53.21
Commercial Solid Waste 64 gallon cart	2x	106.39
Commercial Solid Waste 64 gallon cart	3x	159.60
Commercial Solid Waste 64 gallon cart	4x	212.79
Commercial Solid Waste 64 gallon cart	5x	266.00
Commercial Solid Waste 64 gallon cart	6x	355.37
Commercial Solid Waste 64 gallon cart	Additional Pick Up	15.95
Commercial Solid Waste 96 gallon cart	EOW	61.03
Commercial Solid Waste 96 gallon cart	1x	81.37
Commercial Solid Waste 96 gallon cart	2x	162.73
Commercial Solid Waste 96 gallon cart	3x	244.09
Commercial Solid Waste 96 gallon cart	4x	325.45
Commercial Solid Waste 96 gallon cart	5x	406.82
Commercial Solid Waste 96 gallon cart	6x	543.50
Commercial Solid Waste 96 gallon cart	Additional Pick Up	24.40
Additional Services		
Sunday collection surcharge		57.38
Push/Lock/Enclosure/Long	EOW	12.77
Push/Lock/Enclosure/Long	1x	25.56
Push/Lock/Enclosure/Long	2x	51.12
Push/Lock/Enclosure/Long	3x	76.68
Push/Lock/Enclosure/Long	4x	102.24
Push/Lock/Enclosure/Long	5x	127.77
Push/Lock/Enclosure/Long	6x	170.72
Bin exchange		46.93

**San Benito County Commercial and Multi Family Solid Waste
Monthly Rates (\$)**

<u>Service level</u>	<u>Collections per week</u>	<u>Rate</u>
Stream cleaning (>1 per year)		78.24
Contamination fee		88.67
Standard Roll-Off Box	Per Pick Up	320.24
Low Boy Roll-Off Box	Per Pick Up	320.24
Compactors (all sizes)	Per Pick Up	320.24
Drop Box MSW Disposal	Per Ton	70.00
Drop Box Recycling Processing	Per Ton	-
Drop Box Organic Materials Processing	Per Ton	70.00
Drop Box C&D Materials Processing	Per Ton	70.00
Temporary Bin 3 Cubic Yards	Per Pick Up	182.56
Excess Material Charge - Bulky Item Collection	Per Item/Per Yard	40.68
Additional Bulky Item Collection Event	Per Collection	125.18

San Benito County Commercial and Multi Family Organics

Monthly Rates (\$)

<u>Service level</u>	<u>Collections per week</u>	<u>Rate</u>
1 cubic yard bin	1x	100.14
1 cubic yard bin	2x	200.28
1 cubic yard bin	3x	300.44
1 cubic yard bin	4x	400.55
1 cubic yard bin	5x	500.69
1 cubic yard bin	6x	668.94
1 cubic yard bin	Additional Pick Up	30.03
2 cubic yard bin	1x	156.46
2 cubic yard bin	2x	312.94
2 cubic yard bin	3x	469.41
2 cubic yard bin	4x	625.87
2 cubic yard bin	5x	782.35
2 cubic yard bin	6x	1,045.22
2 cubic yard bin	Additional Pick Up	46.93
3 cubic yard bin	1x	215.15
3 cubic yard bin	2x	430.29
3 cubic yard bin	3x	645.44
3 cubic yard bin	4x	860.59
3 cubic yard bin	5x	1,075.73
3 cubic yard bin	6x	1,437.18
3 cubic yard bin	Additional Pick Up	64.55
4 cubic yard bin	1x	289.47
4 cubic yard bin	2x	578.93
4 cubic yard bin	3x	868.40
4 cubic yard bin	4x	1,157.88
4 cubic yard bin	5x	1,447.34
4 cubic yard bin	6x	1,933.66
4 cubic yard bin	Additional Pick Up	86.84
6 cubic yard bin	1x	410.74
6 cubic yard bin	2x	821.47
6 cubic yard bin	3x	1,232.21
6 cubic yard bin	4x	1,642.94
6 cubic yard bin	5x	2,053.66
6 cubic yard bin	6x	2,743.70
6 cubic yard bin	Additional Pick Up	123.23
8 cubic yard bin	1x	555.47
8 cubic yard bin	2x	1,110.94
8 cubic yard bin	3x	1,666.41
8 cubic yard bin	4x	2,221.88
8 cubic yard bin	5x	2,777.34
8 cubic yard bin	6x	3,710.54
8 cubic yard bin	Additional Pick Up	166.64

San Benito County Commercial and Multi Family Organics

Monthly Rates (\$)

<u>Service level</u>	<u>Collections per week</u>	<u>Rate</u>
Commercial Organic - 64 gallon	1x	31.93
Commercial Organic - 64 gallon	2x	63.83
Commercial Organic - 64 gallon	3x	95.75
Commercial Organic - 64 gallon	4x	127.68
Commercial Organic - 64 gallon	5x	159.60
Commercial Organic - 64 gallon	6x	213.23
Commercial Organic - 64 gallon	Additional Pick Up	9.58
Commercial Organic - 96 gallon	1x	48.82
Commercial Organic - 96 gallon	2x	97.64
Commercial Organic - 96 gallon	3x	146.45
Commercial Organic - 96 gallon	4x	195.27
Commercial Organic - 96 gallon	5x	244.09
Commercial Organic - 96 gallon	6x	326.11
Commercial Organic - 96 gallon	Additional Pick Up	14.65



Notice of Public Hearing

Proposed Increase for Maximum Allowable Charge for Solid Waste/Recycling/Organics Collection for Rate Year 2019/2020

County of San Benito, Board Chambers

County Administration Building, 481 Fourth Street, Hollister

June 11, 2019 9:00 A.M.

On June 11, 2019, at 9:00 a.m. or as soon thereafter as the matter may be heard, the San Benito County Board of Supervisors will hold a Public Hearing to accept public input and testimony on a proposed increase on the maximum allowable charge for solid waste collection, to be effective July 1, 2019 and through June 30, 2020, and thereafter until modified by formal action. Any interested person may present verbal or written input to the Board of Supervisors. Although the Board of Supervisors will consider all input, State law provides that only the written protests of property owners may be counted to determine whether a majority protest to the proposed maximum rates exists. If, at the conclusion of the public hearing, a majority protest of property owners does not exist, the Board of Supervisors will consider adoption of the proposed maximum allowable charges.

The current solid waste rates were established through a competitive procurement process for a new Franchise Agreement commencing November 1, 2018 that was awarded to Recology San Benito County. The new Franchise Agreement included several program improvements and significant changes to recycling and organics collection programs for residents and businesses to meet state mandates AB 939, AB 341, AB 1826 and SB 1383.

Per the new Franchise Agreement, solid waste rates are adjusted on an annual basis using a legally defined index-based methodology. Year over year changes in a consumer price index and a fuel index are primarily used to adjust current solid waste rates to proposed new maximum solid waste rates. Actual changes in disposal and processing costs are also included in the annual rate adjustment process. The maximum allowed rate adjustment for non-disposal and processing costs is capped each year at 5%.

The proposed new rates will pay for the collection and disposal of garbage; collection and processing of all recyclable items, yard waste, and food scraps; seasonal recycling programs; and public education activities to meet state regulatory requirements. These services are available to County residents and commercial businesses. The rates are established to increase recycling and composting to meet state mandates and divert materials from disposal in the landfill.

If the Board of Supervisors approves the maximum allowable rates at its June 11, 2019 meeting, new rates will begin on July 1, 2019, and will be included in the billing statement beginning in July, 2019. The proposed schedule of maximum rates is included in this notice. Please note that the listed rates are the maximum rates. Therefore, your monthly rate may ultimately be lower than what is listed on the schedule.

Tables provided show the monthly rate for the four offered residential services; and the most common service levels for commercial customers if the containers are serviced one time a week. The full rate schedule, including all commercial services, is available for review at the San Benito County Resource Management Agency, Integrated Waste Management Division, 2301 Technology Parkway, Hollister. Recology will provide additional services upon request for a set fee that is not included in the maximum solid waste collection rate. These optional services will appear on the customer's Recology San Benito County bill as a separate line item in addition to the standard cost of collection. Backyard or distance service, additional carts, and extra on call pickups of bulky items are a few of the additional services offered. A complete list of all the additional services and their 2019/20 rate is also available at the RMA, IWM Division.

Residential Collection Rate including all County Fees
For weekly collection of garbage, recyclables and organics
Single family homes are billed bi-monthly

Cart Size	Current Monthly Rate	Maximum Proposed 2019/20 Monthly Rate	Monthly Difference
20-Gallon Cart	\$25.75	\$26.86	\$1.11
32-Gallon Cart	\$31.00	\$32.33	\$1.33
64-Gallon Cart	\$51.00	\$53.21	\$2.21
96-Gallon Cart	\$78.00	\$81.37	\$3.37

Commercial and Multi-Family Collection Rate including all County Fees
For the most common bin and cart sizes, collected weekly
Commercial customers are billed monthly

Bin Size	Current Monthly Rate*	Maximum Proposed 2019/20 Monthly Rate*	Monthly Difference
1-1 Yard	\$160.00	\$166.91	\$6.91
1-2 Yard	\$200.00	\$208.63	\$8.63
1-3 Yard	\$275.00	\$286.86	\$11.86
1-4 Yard	\$370.00	\$385.96	\$15.96
Cart Size	Current Monthly Rate*	Maximum Proposed 2019/20 Monthly Rate*	Monthly Difference
64-Gallon Cart	\$51.00	\$53.21	\$2.21
96-Gallon Cart	\$78.00	\$81.37	\$3.37

* Includes collection of recyclables at no additional charge. Separate charges apply for organics collection.

Commercial and Multi-Family Organics Collection Rate including all County Fees
For available bin and cart sizes, collected weekly
Commercial customers are billed monthly

Bin Size	Current Monthly Rate	Maximum Proposed 2019/20 Monthly Rate	Monthly Difference
1-1 Yard	\$96.00	\$100.14	\$4.14
1-2 Yard	\$150.00	\$156.46	\$6.46
64-Gallon Cart	\$30.60	\$31.93	\$1.33
96-Gallon Cart	\$46.80	\$48.82	\$2.02

If you wish to protest the proposed rate changes noted above, the Clerk of the Board of Supervisors must receive your written protest, see form to complete below, (mailed or delivered) to:

County of San Benito, Clerk of the Board
481 Fourth St.
Hollister, CA 95023

no later than 5 p.m. on June 10, 2019. Protests that are incomplete or are not received by the deadline cannot be counted. No more than one protest per parcel may be submitted. A written protest also may be hand delivered to the Clerk of the Board at any time before the end of the public hearing.

Comments and Approval Procedures

A majority protest exists if written protests are received by the County with respect to 50% plus one of the parcels affected by the proposed Property-Related Fee.

A property owner (or customer if allowed by law to submit a protest) (hereafter "property owner") may file a written protest as provided above. All protests must be received prior to the end of the public hearing. The written protest must contain the property owner's name, property address and property owner's signature. Only one protest per parcel may be counted.

The new maximum fees are based on the cost of providing services. Please refer to the complete fee packet, for further details and explanation of how each fee is calculated, located in the Clerk of the Board's office, 481 Fourth Street, Hollister, CA 95023-3840.

If you have any questions, call the RMA, IWM Division at (831) 636-4110

(Please cut along the dotted line and include with your protest letter)

OFFICIAL PROTEST FROM:

Name: _____

Address: _____

City: _____ ZIP Code: _____

Assessor's parcel number (the nine-digit number that appears on your property tax statement):

Signature: _____ Date: _____



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 44.

MEETING DATE: 6/11/2019

DEPARTMENT: ASSESSOR

DEPT HEAD/DIRECTOR: T. Slavich

AGENDA ITEM PREPARER: Tom Slavich

SBC DEPT FILE NUMBER: 7

SUBJECT:

ASSESSOR'S OFFICE - T. SLAVICH

(Hold a Public Hearing at 9:00 a.m. or soon thereafter as the matter may be heard by the Board of Supervisors)

Review Land Conservation Act request for Compatible Use Determination (LCA Contract 70-828 for installation of a Telecommunication Facility) and make a determination of approving or denying the request.

SBC FILE NUMBER: 7

AGENDA SECTION:

PUBLIC HEARING - Top

BACKGROUND/SUMMARY:

The Board of Supervisors is required to review Land Conservation Act applications under San Benito County Code Chapter 19.01 and Sections 51200 - 51298 of the California Government Code, and make a determination of either approving or denying the requests. The Board is the governing Agency relative to all Land Conservation Act applications. The Agricultural Preserve Advisory Committee is appointed by the Board to review and make recommendations on the

applications prior to the public hearing before the Board. The Committee's actions is only one of recommendation and the Board is responsible for the final judgment as to each application. The Board also has the responsibility to make sure its decisions conform to Chapter 19.01 of the San Benito County Code and Government Code Sections 51200 - 51298.

The Agricultural Preserve Advisory Committee met on May 2, 2019 and made a recommendation regarding the request currently set for hearing before the Board of Supervisors. See attached Agenda, Staff Report and Agricultural Preserve Advisory Committee Meeting Minutes for detailed information regarding the request. Copies of the relevant provisions of Chapter 19.01 of the County Code and Government Code Sections 51200 - 51298 also are included in the packet.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

The Agricultural Preserve Advisory Committee recommends the Board of Supervisors conduct a public hearing, review and consider the attached application and the Committee's minutes and recommendation, and make a determination approving or denying the request.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
LCA Agenda	5/21/2019	Cover Memo
Committee Minutes	5/21/2019	Minutes
LCA Staff Report	5/21/2019	Staff Report
Motion to Approve	5/21/2019	Backup Material
Callan - Kreiger Compatible Use	5/21/2019	Backup Material
Committee Suggestion	5/21/2019	Backup Material
County & State Code Sections	5/21/2019	Backup Material
LCA Public Hearing Notice	5/21/2019	Backup Material

AGENDA

BOARD OF SUPERVISORS MEETING AGENDA
FOR JUNE 11, 2019

REGULAR AGENDA - For each regular agenda item the following schedule shall occur:

- A) Staff report.
- B) Public opportunity to address the Board on the particular agenda item.
- C) Board consideration.

1) **COMPATIBLE USE REQUEST** -

- A) Callan - Kreiger Family Trust - This Agricultural Preserve consists of APNs 028-150-024 & 028-150-026 comprising of 323 acres under LCA Contract 70-828. The request is for the installation of a telecommunication facility. See attached application, map and San Benito County §19.01.023 (B)(5),(C) & (F) and California Government Code Section 51238.1 (Compatible Use).

2) **COMMITTEE SUGGESTION** -

The Committee suggests the County draft a letter to the State regarding reinstatement of Williamson Act Subvention Funds.

MINUTES – MAY 2, 2019

AGRICULTURAL PRESERVE ADVISORY COMMITTEE
MINUTES OF MAY 2, 2019 MEETING

The meeting was called to order at 2:06 P.M. in the Board of Supervisors Chambers, 481 Fourth Street, Hollister, California.

Members Present: Paul Hain - Chairperson, Jim Pacheco, Paul Wattis, Joe Morris

Members Absent: Mark Wright, Sergio Garcia

County Staff Present: Tom Slavich - Assessor
Barbara Thompson - County Counsel

- A) Tom Slavich, County Assessor acknowledged the Agenda was posted at various locations.
- B) Paul Wattis made a motion to approve the November 1, 2018 minutes as mailed. Jim Pacheco seconded the motion and it passed unanimously.
- C) Public Comment - None.

REGULAR AGENDA -

1) **COMPATIBLE USE REQUEST -**

- A) Callan - Kreiger Family Trust - This Agricultural Preserve consists of APNs 028-150-024 & 025-150-026 comprising of 323 acres under LCA Contract 70-828. The request is for the installation of a telecommunication facility.

A motion was made by Paul Wattis that the Committee hereby makes the finding that this request meets the criteria of San Benito County Code §19.01.023 (B)(5), (C) & (F), and California Government Code 51238.1 and that the Committee recommends the Board of Supervisors approve this Compatible Use Request.

It was seconded by Jim Pacheco and passed unanimously.

2) **COMMITTEE SUGGESTION** - The Committee suggests the County draft a letter to the State regarding reinstatement of the Williamson Act Subvention Funds.

There being no further business, the meeting was adjourned at 2:14 P.M.

Respectfully submitted

A handwritten signature in cursive script that reads "Tom J. Slavich".

**Tom J. Slavich, Assessor
Acting Secretary of the Agricultural
Preserve Advisory Committee**

STAFF REPORT



COUNTY OF SAN BENITO

Date: June 11, 2019

To: Honorable Members of the Board of Supervisors

From: Tom Slavich, Assessor

Subject: LCA Staff Report for Compatible Use / Committee Suggestion

1) COMPATIBLE USE REQUEST -

- A) Callan - Kreiger Family Trust - This agricultural preserve consists of APNs 028-150-024 & 028-150-026 comprising of 323 acres under LCA Contract 70-828. This ranch is located about 30 miles south of Hollister on Airline Hwy. The request is for the installation of a telecommunication facility on 0.02 acres of land.

Under our County Ordinance §19.01.023 (B) - Categories of Compatible Uses - (B)(5) communication facilities is listed as a compatible use.

Under our County Ordinance §19.01.023 (C) - No structures shall be constructed or place upon land in an agricultural preserve except those related to an agricultural or compatible use.

Under our County Ordinance §19.01.023 (F) and California Government Code Section 51238.1 (Compatible Uses)

(1) Uses approved as compatible on agricultural preserves shall be consistent with all of the following 3 principles of compatibility:

(a) The use will not significantly compromise the long-term productive agricultural capability of the subject agricultural preserve or on other surrounding agricultural preserves.

(b) The use will not significantly displace or impair current or reasonably foreseeable agricultural operations on the subject agricultural preserves. Uses that significantly displace agricultural operations on a portion of the subject agricultural preserve may be deemed compatible if they relate directly to the production of commercial agricultural products on the remaining portion of the agricultural preserve or on neighboring lands, including activities such as harvesting, processing or shipping.

- (c) The use will not result in the significant removal of adjacent agricultural preserves from agricultural or open-space use.

In this situation the telecommunication facility will take up 0.02 acres of land which is about 2% of one acre. The proposed use is incidental and is not detrimental to the agricultural preserve.

**YOUR AGRICULTURAL PRESERVE ADVISORY COMMITTEE
RECOMMENDED APPROVAL OF THIS COMPATIBLE USE REQUEST.**

2) COMMITTEE SUGGESTION-

The Committee discussed having the County send a letter to the State regarding reinstatement of the Williamson Act (LCA) Subvention Funds.

LCA Subvention Payments are a way we recapture our property tax loss for being in the Williamson Act. We have received \$5 per acre for prime land (47,000 acres) and \$1 per acre for non-prime land (522,000 acres) in the Williamson Act which amounts to over \$750,000. In prior years, these funds have gone in the general fund and are not shared with other agencies.

Prior to 2008, the County was receiving Subvention Funds of over \$750,000 annually. In 2008, there was a 10% reduction of funds to \$687,000. From 2009 to current, the County subvention payment was eliminated which totals roughly to a \$7,500,000 loss over the 10 year period. (See attached information sheet on the LCA Program).

In 2009, per Resolution 2009-77 (attached) the Board passed a moratorium on any new acreage entering into the Williamson Act until such time subvention payments to the County are reinstated by the State.

Every year the Department of Conservation requests we complete the Open Space Subvention Application which is detailed report requesting payment from the State to the County. There has been no payments received over the last 10 years. The States response has been when the economy improves the subvention funds could be reinstated. However, this has not happened.

There has been a number of landowners within the last 10 years that wanted to apply for the Williamson Act but were restricted due to the County moratorium on new acreage entering into the Act.

The Committee members indicated they can help with getting support for the letter from the San Benito County Farm Bureau, SBC Cattlemen's Association, SBC Cattlewomen's Association and the San Benito Land Trust.

The Committee's suggestion is direct staff to start working on drafting a letter for the Chair to sign and send to the State regarding reinstatement of LCA Subvention Funds.

MOTION TO APPROVE
APPLICATION

MOTION TO APPROVE APPLICATION

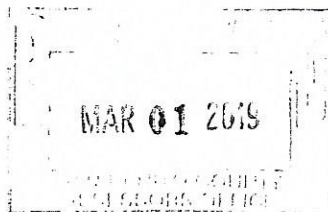
If you want to grant any of the requests scheduled before the Board, the motions should be as follows:

Compatible Use Request 1) A - Callan - Kreiger Family Trust -

I make a motion to direct staff to return at a future meeting with the findings that this request meets the criteria of the San Benito County Code §19.01.023 (B)(5), (C) & (F), and California Government Code 51238.1 and that the Agricultural Preserve Advisory Committee recommends the Board of Supervisors approve this compatible use request, based on the findings and conditions of approval set forth in the San Benito County Code 19.01.023 (B)(5), (C) & (F) and California Government Code 51238.1.

CALLAN – KREIGER FAMILY TRUST

COMPATIBLE USE



March 1, 2019

San Benito County Assessor's Office
440 Fifth Street, Room 108
Hollister, CA 95023
ATTN: Tom Slavich

Re: Proposed New AT&T Wireless Facility CCL00284 Airline Hwy
Site Location: 32005 Airline Hwy, Paicines, CA 95043; APN: 028-150-024

Hello Tom,

Per our email discussion from 2/13/19 my company would like to submit the attached Compatible Use Application so that we can attempt to develop a telecommunications facility on a Williamson Act property in San Benito County. You will find enclosed a copy of our 2/13/19 email conversation for reference as well as the requested \$946.00 check, the signed application form, and a map of the property.

Should you have questions regarding this project, please do not hesitate to contact me at either sara.king@epicwireless.net or (916) 296-2011.

Sincerely,

Sara King
Site Acquisition Specialist
Epic Wireless Group LLC

LAND CONSERVATION ACT
APPLICATION FOR COMPATIBLE USE

FILING FEE – SEE FILING FEE SCHEDULE

DATE 3/1/19

THIS FORM MUST BE TYPEWRITTEN

1) APPLICANT

NAME New Cingular Wireless PCS, LLC dba AT&T Wireless C/O Sara King, Epic Wireless
ADDRESS 605 Coolidge Drive, Suite 100
Folsom, CA 95630
PHONE 916-296-2011

2) DESCRIPTION OF PROPERTY FOR WHICH THIS COMPATIBLE USE IS REQUESTED.

- A) L. C. A. CONTRACT NO. 70-828
- B) CONTRACT TOTAL ACREAGE 323 acres
- C) ASSESSOR PARCEL NO(S). IN THIS CONTRACT 028-150-024 & 028-130-026
- D) LOCATION 32005 Airline Hwy, Palmdale, CA 95043
- E) PRESENT USE OF PROPERTY (ROW CROP, ORCHARD, GRAZING, ETC.)
Grazing cattle and horses on the vacant land we wish to use for development on APN 028-150-024;
wine grapes with no water on parts of APN: 028-130-026.
- F) ANNUAL GROSS INCOME FROM THE SALE OF AGRICULTURAL COMMODITIES FROM THIS LAND UNDER CONTRACT FOR THE LAST 5 YEARS -
YEAR 2018 \$ 5,000.00 , YEAR _____ \$ _____ , YEAR _____ \$ _____ ,
YEAR _____ \$ _____ , YEAR _____ \$ _____ .

3) COMPATIBLE USE REQUEST.

- A) DESCRIBE THE COMPATIBLE USE BEING REQUESTED We would like to use a very small area,
roughly 900-1200 square feet of the property for the installation of a telecommunications facility
to improve cell phone, wifi, and emergency service coverage to this region.

(USE ATTACHMENT IF ADDITIONAL SPACE IS NEEDED)

B) IF COMPATIBLE USE REQUEST IS FOR AN ADDITIONAL DWELLING UNIT - IS IT FOR A -

TEMPORARY DWELLING UNIT

PERMANENT DWELLING UNIT

HOW MANY DWELLING UNITS PRESENTLY EXIST ON THE TOTAL ACREAGE UNDER THIS CONTRACT - _____.

FOR EACH EXISTING DWELLING UNIT, SPECIFY THE USE OF THE UNIT AS IT RELATES TO THE OPERATION OF THE AGRICULTURAL PRESERVE-

C) AMOUNT OF ACREAGE REQUIRED FOR THIS COMPATIBLE USE 0.02 acres

D) ESTIMATED FUTURE ANNUAL GROSS INCOME FROM THE SALE OF AGRICULTURAL COMMODITIES FROM THE LAND NOT BEING USED FOR THIS COMPATIBLE USE \$ Minimal impact on grazing.

E) ATTACH A MAP (8 1/2" X 11") OUTLINING THE LAND UNDER CONTRACT AND SHOWING THE LOCATION OF THE LAND WHICH WILL BE USED FOR THIS COMPATIBLE USE.

Attached

I/WE CERTIFY THE ABOVE INFORMATION TO THE BEST OF MY/OUR KNOWLEDGE IS TRUE, CORRECT AND COMPLETE.

<u>NAME (TYPED)</u>	<u>MAILING ADDRESS</u>	<u>SIGNATURE(S) OF ALL CURRENT OWNER(S)</u>
Shelly L. Krieger	32005 Airline Hwy Pacines, CA 95043	<i>Shelly L. Krieger</i>
Maria A. Callan	32005 Airline Hwy Pacines, CA 95043	<i>Maria A. Callan</i>

ALL OWNERS MUST SIGN THIS APPLICATION AND ALL SIGNATURES MUST BE NOTARIZED

Notary Public See Attached
[Signature] 973 2-18-19

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Benito

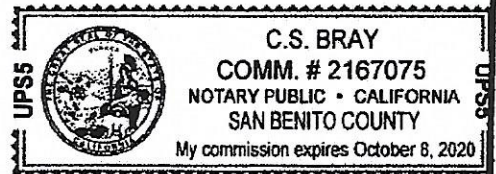
On February 18, 2019 before me, C.S. Bray Notary Public
(insert name and title of the officer)

personally appeared Shelly L. Krieger and Maria A. Callan
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Yellow Line = Property Boundaries; White Line = Location of Requested Land Use



COMMITTEE SUGGESTION

DRAFT LETTER TO STATE REGARDING

REINSTATEMENT OF SUBVENTION FUNDS

TOM J. SLAVICH
COUNTY ASSESSOR

E-Mail: sbcassr@assessor.co.san-benito.ca.us

www.cosb.us/assessor/



COUNTY ASSESSOR OFFICE
440 FIFTH ST., RM. 108
Hollister, California 95023

Telephone: (831) 636-4030
Facsimile: (831) 636-4033

COUNTY OF SAN BENITO

COMMITTEE SUGGESTION – Letter for reinstatement of LCA Subvention Funds

The Committee discussed having the County send a letter to the State regarding reinstatement of the Williamson Act (LCA) Subvention Funds.

LCA Subvention Payments are a way we recapture our property tax loss for being in the Williamson Act. We have received \$5 per acre for prime land (47,000 acres) and \$1 per acre for non-prime land (522,000 acres) in the Williamson Act which amounts to over \$750,000. In prior years, these funds have gone in the general fund and are not shared with other agencies.

Prior to 2008, the County was receiving Subvention Funds of over \$750,000 annually. In 2008, there was a 10% reduction of funds to \$687,000. From 2009 to current, the County subvention payment was eliminated which totals roughly to a \$7,500,000 loss over the 10 year period. (See attached information sheet on the LCA Program).

In 2009, per Resolution 2009-77 (attached) the Board passed a moratorium on any new acreage entering into the Williamson Act until such time subvention payments to the County are reinstated by the State.

Every year the Department of Conservation requests we complete the Open Space Subvention Application which is detailed report requesting payment from the State to the County. There has been no payments received over the last 10 years. The States response has been when the economy improves the subvention funds could be reinstated. However, this has not happened.

There has been a number of landowners within the last 10 years that wanted to apply for the Williamson Act but were restricted due to the County moratorium on new acreage entering into the Act.

The Committee members indicated they can help with getting support for the letter from the San Benito County Farm Bureau, SBC Cattlemen's Association, SBC Cattlewomen's Association and the San Benito Land Trust.

The Committee's suggestion is direct staff to start working on drafting a letter for the Chair to sign and send to the State regarding reinstatement of LCA Subvention Funds.

LAND CONSERVATION ACT (WILLIAMSON ACT) - The Williamson Act is a statewide program enacted in San Benito County in 1968, allowing property owners to enter into a contract with the county to maintain the land in agricultural production. All contracts are for a term of ten (10) years and automatically renew each year unless a Notice of Non-Renewal is filed by the owner. Our office is responsible for the assessment and administration of the Williamson Act. We annually update the taxable values and respond to the ever increasing information inquiries by property owners, prospective property owners, real estate agents, etc. Over the last several years, our Williamson Act statistics have undergone some changes. In 2008, the subvention monies were reduced by 10% due to the State budget and from 2009 and forward the subvention funds were essentially eliminated by the State. The Board of Supervisors amended the County Williamson Act Ordinance in 2009 which placed a moratorium on the creation of new Williamson Act contracts and enlargements of existing contracts until subvention payments are reinstated by the State. In 2015, we had our first Williamson Act cancellation which resulted in over 6,000 acres being removed from the Act.

<u>TAX YEAR</u>	<u>NO. OF PARCELS</u>	<u>ACRES UNDER</u>	<u>ACRES IN NON-RENEWAL STATUS</u>	<u>ANNUAL STATE SUBVENTION</u>
2008-2009	2,283	584,000	7,900	\$687,870
2009-2010	2,296	583,700	7,680	\$21
2010-2011	2,232	583,000	6,500	-
2011-2012	2,213	580,600	4,000	-
2012-2013	2,205	579,900	3,900	-
2013-2014	2,206	579,800	3,900	-
2014-2015	2,196	578,400	2,300	-
2015-2016	2,195	578,300	2,200	-
2016-2017	2,163	570,700	1,060	-
2017-2018	2,149	570,400	840	-
2018-2019	2,144	569,500	200	-

Please see our website for more information and statistics on the LCA Program in

San Benito County.

www.cosb.us/assessor

BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO

A RESOLUTION OF THE SAN BENITO)
COUNTY BOARD OF SUPERVISORS)
STAYING PROCESSING AND APPROVAL OF)
APPLICATIONS FOR FORMATION OF NEW)
AGRICULTURAL PRESERVES, PENDING)
REINSTATEMENT OF PAYMENT OF)
SUBVENTIONS BY THE STATE OF)
CALIFORNIA)
_____)

Resolution No. 2009-77

WHEREAS, Counties are authorized to establish agricultural preserves and to establish local procedures for initiating, filing and processing requests for the establishment of agricultural preserves, under the California Land Conservation Act (Cal. Government Code section 51200 et seq.), in order to maintain the agricultural economy of the State of California, and to prevent the premature and unnecessary conversion of land from agricultural uses; and

WHEREAS, the Board of Supervisors of the County of San Benito adopted an ordinance implementing the California Land Conservation Act in the County of San Benito and establishing such local procedures, now codified in the San Benito County Code, title 19, chapter 19.01, article II, commencing with section 19.01.020, finding it to be in the public interest to assist in the maintenance of the state's agricultural economy, and to avoid the conversion of land from agricultural uses by establishing agricultural preserves by entering into contracts with landowners as authorized by State law; and

WHEREAS, the County's ordinance authorizes the Board of Supervisors to enact uniform rules by resolution for the administration of agricultural preserves, pursuant to County Code section 19.01.026(B); and

WHEREAS, the owners of property under an agricultural preserve contract receive a reduction in the assessed value of the subject property; and

WHEREAS, the State of California has historically supported the California Land Conservation Act program by providing subventions to counties adopting a local program and creating agricultural preserves, in order to offset the reduction in property tax revenue needed to support critical county services provided to the public, including those necessary to protect the public health, safety and public welfare; and

WHEREAS, in the current extreme economic crisis, the State of California has suspended the provision of subventions to counties under the California Land Conservation Act; and

WHEREAS, the County's ordinance specifies procedures for filing and processing applications for the establishment of new agricultural preserves; and

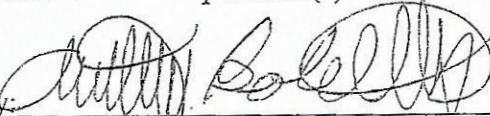
WHEREAS, applications for the establishment of new agricultural preserves are filed during March 1 through and including March 31, and September 1, through and including September 30, pursuant to County Code section 19.01.025(B)(1).

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of San Benito that it hereby finds that the elimination of state subventions under the California Land Conservation Act presents a threat to the public health, safety and public welfare by eliminating funds used to support critical county services provided to the public, including those necessary to protect the public health, safety and public welfare; and

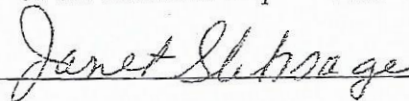
BE IT FURTHER RESOLVED by the Board of Supervisors of the County of San Benito that it hereby stays the filing and/or processing of applications for the establishment of new agricultural preserves, pending reinstatement of state subventions needed to offset the reduction in property tax revenue to the County of San Benito, which supports critical county services provided to the public, including those necessary to protect the public health, safety and public welfare.

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO THIS 25TH DAY OF AUGUST, 2009 BY THE FOLLOWING VOTE:

Ayes:	Supervisor(s):	Monaco, Loe, Barrios, De La Cruz, Botelho
Noes:	Supervisor(s):	none
Absent:	Supervisor(s):	none
Abstain:	Supervisor(s):	none

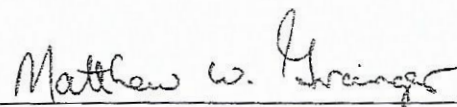
By: 
Anthony Botelho, Chair

ATTEST:
Linda Churchill
Clerk of the Board of Supervisors

By: 
Janet Shroager

Date: 8/25/09

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

By: 
Matthew W. Granger, County Counsel

Date: August 21, 2009



Open Space Subvention Payments- Frequently Asked Questions

What is the Open Space Subvention Act?

The Open Space Subvention Act (OSSA) was enacted on January 1, 1972, to provide for the partial replacement of local property tax revenue foregone as a result of participation in the California Land Conservation (Williamson) Act and other enforceable open space restriction programs (Government Code §16140 et seq.). Participating local governments receive annual payment on the basis of the number of acres, quality (soil type and agricultural productivity), and, for Farmland Security Zone contracts, location (proximity to a city) of land enrolled under eligible enforceable open space restrictions.

What is the Funding Source for OSSA Payments?

The State's General Fund.

How Much Money Does the State Typically Distribute Annually for OSSA Payments?

The historic average for certified entitlements was \$23.3 million per year between the Fiscal Years (FY) of 1972 and 2008. Revenue shortfalls during the recession resulted in the reduction of payments beginning in FY 2009, when payments were reduced to a total of \$1,000 statewide. There have been no subvention payments since Fiscal Year 2010.

How Does the Application and Payment Process Work?

Subvention payments are based on an OSSA application that is filled out by a local government and submitted to the Department. The Department reviews the applications for accuracy and then certifies the entitlement amounts to the State Controller's Office for payment.

When is the Application Published? When is it Due to the Department?

The Department typically publishes the application in August. It is due back to the Department on or before October 31st of that year. Despite elimination of subventions in the State Budget, the application continues to be posted as a survey so that the level of participation in the Program, and loss of funds to local jurisdictions, can be documented.

When are OSSA Payments Made?

This question is applicable when funds are made available through the State Budget process for subventions.

Applications are processed in the order that they are received. The Department certifies subvention amounts in an entitlement report, which is then sent to the Controller's Office for payment. In the past, subvention payments went out to the counties on a "rolling" basis – once a county's entitlement claim was certified by the Department, the Controller's Office would release that county's funds. However, pursuant to §16144, the Controller now makes all subvention payments on or before June 30, but no earlier than April 20, of each year.

What Information is Reported to the Department in the Application?

The application captures ten types of enrollment changes and four categories of eligibility. The enrollment changes are captured at the parcel-level, while the eligibility categories are aggregated at the county- or city-wide level. Cancellation fee payment information is also reported, as well as the subvention payment amount to which the local government is entitled. Mapped information corresponding to the OSSA survey is also required. [For mapping specifications, please refer to this document.](#)

WILLIAMSON ACT MENU



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COUNTY & STATE CODE SECTIONS
PERTAINING TO THE LAND CONSERVATION ACT

TITLE 19: LAND USE AND ENVIRONMENTAL REGULATIONS**CHAPTER 19.01: AGRICULTURAL PROVISIONS****ARTICLE II. AGRICULTURAL PRESERVES****ARTICLE II. AGRICULTURAL PRESERVES****§ 19.01.020 PURPOSE.**

(A) *Intent.* The California Land Conservation Act of 1965 (Cal. Gov't Code §§ 51200 *et seq.*; the "Act") authorized counties to establish agricultural preserves. The purposes of the Act are to maintain the agricultural economy of the state and to prevent premature and unnecessary conversion of land from agricultural uses. The Board of Supervisors of the county finds it to be in the public interest to assist in the maintenance of the state's agricultural economy and to avoid the conversion of land from agricultural uses by establishing agricultural preserves by entering into contracts with landowners (LCA contracts) as authorized by the Act. The Act authorizes counties to establish the procedures for initiating, filing and processing requests for establishment of agricultural preserves. The Board intends to implement the act by adopting this article.

(B) *Definition of an "agricultural preserve".*

AGRICULTURAL PRESERVE. An area devoted either to agricultural use or as specified herein, a use compatible to agriculture. Once an agricultural preserve is created, its value is assessed as provided in the Act.

(C) *Board approval required.* No person shall establish a new agricultural preserve, nor alter the physical boundaries of an existing agricultural preserve, nor cancel an existing LCA contract without the approval of the Board pursuant to this article. No person shall perform any activity on an agricultural preserve which is incompatible with the uses authorized by this article.

(1966 Code, § 18A-1) (Ord. 582, § 2(part))

§ 19.01.021 CREATING, ALTERING OR TERMINATING.

(A) *New preserves.*

(1) *Contiguous parcels in common ownership.* An agricultural preserve shall be created only from one parcel, or portion thereof; or from two or more contiguous parcels, or portions thereof, in a common ownership. For purposes of this section, preserves separated by public roads or other public works shall be deemed to be "contiguous".

(2) *Merger.* When an owner of one agricultural preserve acquires any contiguous agricultural

or income generation requirements without giving a notice of non-renewal constitutes a violation of this article. The failure to meet these requirements also constitutes a basis for nonrenewal of the LCA contract by the county.

(b) *Submission of supporting information.* Annually, by November 30, each year the owner of an agricultural preserve shall provide to the Assessor supporting documentation to establish that the income production and acreage requirements have been met during the preceding year.

(1966 Code, § 18A-2) (Ord. 582, § 2(part); Ord. 672, § 1)

§ 19.01.022 LAND CONSERVATION ACT CONTRACTS.

(A) *Form, content and purpose of contracts.* The Board shall, by resolution, approve the form and content of the Land Conservation Act contract (LCA contract). The county and all owners of a potential agriculture preserve shall enter into a contract as a prerequisite to the establishment of an agricultural preserve. The purpose of the contract shall be to govern the rights and responsibilities of the parties, with the ultimate goal of preserving agricultural land in the county. The LCA contract shall qualify as an enforceable restriction as specified in Cal. Revenue and Taxation Code § 422.

(B) *Duration.* The initial term of each contract shall be ten years. Each contract shall provide that on the anniversary date of the contract, a year shall be automatically added to the initial term unless a notice of non-renewal is given.

(C) *Signature of the Chairperson of the Board.* At the time of establishing agricultural preserves, or thereafter, the Board, by resolution, may authorize the Chairperson of the Board to sign the land use contract with the owners.

(D) *Applicability of state law.* All operative provisions of the Act relevant to the nature of LCA contracts shall apply.

(1966 Code, § 18A-3) (Ord. 582, § 2(part))

§ 19.01.023 COMPATIBLE USES.

(A) *General principles.* The primary purposes of the creation of agricultural preserve is to foster agriculture and to preserve agricultural land. The determination of compatible use shall be made in light of these principles. Agricultural use is any use of land for the purpose of producing an agricultural commodity for commercial purposes. Agricultural commodities are any and all plant and animal products produced for commercial purposes.

(B) *Categories of compatible uses.* The following uses are deemed compatible. The following compatible uses shall not be used in calculating the minimum acreage requirements of an agricultural preserve.

(1) The use and conservation of natural resources, which include:

(a) The mining and processing of minerals, petroleum products, rock, sand, gravel and

clay. Processing is compatible only if it involves only the use of on-site required materials, except for water. Processing includes, without limitation, crushing, washing and screening;

- (b) Forestry and production of wood products;
- (c) Dams, reservoirs, water facilities;
- (d) Fire prevention facilities; and
- (e) Flood control works.

(2) Outdoor recreation only if the recreation is incidental, and not detrimental to the agricultural use. Recreational use is the use of land by the public, with or without charge, for any of the following: walking, hiking, picnicking, camping, swimming, boating, fishing, hunting, parks or other outdoor games or sports for which facilities are provided for public participation;

(3) Signs appurtenant to any authorized use;

(4) Signs of property for sale;

(5) Communication facilities or public utility facilities;

(6) Home occupations;

(7) Any use which was approved by the Board and which existed at the time the land is included in a preserve;

(8) Any use required to be permitted by the Act; and

(9) Any other similar compatible use as determined by the Board upon a finding that the proposed use is incidental and not detrimental to agricultural use.

(C) *Structures.* No structures shall be constructed or placed upon land in an agricultural preserve except those structures related directly to an agricultural or compatible use. One dwelling unit shall be permitted if no dwelling unit exists. Additional dwellings units shall be limited to those necessary for the operation of the agricultural preserve. Any structures existing in an agricultural preserve before the operative date of the ordinance codified in this article, including dwelling units, which structures are inconsistent with the current requirements of this article shall be deemed legal non-conforming structures. A legal non-conforming structure shall be allowed in an agricultural preserve, but it may not be enlarged, nor may its use be altered, without prior Board approval. With prior Board approval, a legal non-conforming structure may be reconstructed or may be relocated within the agricultural preserve. The Board's approval shall be conditioned upon a timely destruction of the original non-conforming structure. The Board shall condition any approval to ensure that the agricultural production of the agricultural preserve is not substantially impaired or reduced. The Board shall include as part of such conditions a condition that the owner of the agricultural preserve maintain the same amount of area of agricultural production after the reconstruction or relocation. In no event shall a relocated or reconstructed structure exceed the square footage of the footprint of the previously existing structure, unless the Board determines the agricultural production of the agricultural preserve

will not be substantially impaired or reduced. For the purposes of this division, **FOOTPRINT** shall mean the exact outer perimeter of the previously existing structure, determined by computing the area within the surrounding exterior walls of the legal non-conforming structure, including the walls themselves.

(D) **"Incidental" defined.** For purposes of this article, the term **INCIDENTAL** means secondary in terms of acreage.

(E) **Board review.** No agriculture preserve shall be created, enlarged, divided or adjusted until the proposed use is determined by the Board to be a compatible use. No category of use of an agricultural preserve shall change until the Board determines that the proposed use is compatible. The Board shall impose any reasonable conditions upon a use to insure the use's compatibility as specified in this section.

(F) **Compatible uses.**

(1) Uses approved as compatible on agricultural preserves shall be consistent with all of the following principles of compatibility:

(a) The use will not significantly compromise the long-term productive agricultural capability of the subject agricultural preserve or on other surrounding agricultural preserves.

(b) The use will not significantly displace or impair current or reasonably foreseeable agricultural operations on the subject agricultural preserve or on other surrounding agricultural preserves. Uses that significantly displace agricultural operations on a portion of the subject agricultural preserve may be deemed compatible if they relate directly to the production of commercial agricultural products on the remaining portion of the agricultural preserve or on neighboring lands, including activities such as harvesting, processing or shipping.

(c) The use will not result in the significant removal of adjacent agricultural preserves from agricultural or open-space use.

(2) In evaluating compatibility, the Board shall consider the impacts on non-contracted lands near the agricultural preserve.

(G) **Non-conformance with principles of compatibility.** A use that does not conform to the principles of compatibility set forth in division (I) below may nevertheless be approved by the Board only if the use is proposed to be located on non-prime lands and if the requirements of division (H) below are satisfied.

(H) **Criteria for non-prime land.**

(1) In applying the criteria pursuant to division (F) above, the Board may approve a use on non-prime land which, because of onsite or offsite impacts, would not be in compliance with divisions (F)(1) and (2) above, provided the compatible use application is approved conditionally with findings based on substantial evidence in the record, demonstrating the following:

agricultural preserve and the resolution under which the preserve was established shall be filed and kept current by the city or county with the county recorder.

History.—Stats. 1971, p. 1811, in effect March 4, 1972, deleted “and the Director of Agriculture” from the first sentence.

51237.5. Filing of map with Director of Conservation. On or before the first day of September of each year, each city or county in which any agricultural preserve is located shall file with the Director of Conservation a map of each city or county and designate thereon all agricultural preserves in existence at the end of the preceding fiscal year.

History.—Added by Stats. 1971, p. 1811, in effect March 4, 1972. Stats. 1974, Ch. 544, p. 1252, in effect January 1, 1975, substituted “Director of Food and Agriculture” for “Director of Agriculture”. Stats. 1984, Ch. 851, in effect January 1, 1985, substituted “Conservation” for “Food and Agriculture” after “Director of”.

51238. Facilities as compatible uses. (a) (1) Notwithstanding any determination of compatible uses by the county or city pursuant to this article, unless the board or council after notice and hearing makes a finding to the contrary, the erection, construction, alteration, or maintenance of gas, electric, water, communication, or agricultural laborer housing facilities are hereby determined to be compatible uses within any agricultural preserve.

(2) No land occupied by gas, electric, water, communication, or agricultural laborer housing facilities shall be excluded from an agricultural preserve by reason of that use.

(b) The board of supervisors may impose conditions on lands or land uses to be placed within preserves to permit and encourage compatible uses in conformity with Section 51238.1, particularly public outdoor recreational uses.

History.—Stats. 1972, p. 2687, in effect March 7, 1973, added the second paragraph. Stats. 1978, Ch. 1120, in effect January 1, 1979, deleted “utility” after “communication” in the first and second sentences of the first paragraph. Stats. 1980, Ch. 1219, in effect January 1, 1981, added “or agricultural laborer housing” after “communication” in the first and second sentences of the first paragraph. Stats. 1994, Ch. 1251, in effect January 1, 1995, substituted “that” for “such” after “by reason of” in the second sentence of the first paragraph; added “or land uses” after “conditions on lands”, and substituted “uses in conformity with Section 51238.1,” after “and encourage compatible” in the second paragraph. Stats. 1999, Ch. 967 (AB 1505), in effect January 1, 2000, added subdivision letters and numbers (a), (1) and (2), and (b).

Note.—Section 5 of Stats. 1980, Ch. 1219, provided no payment by state to local governments because of this act; however, a local agency or school district may pursue other remedies to obtain reimbursement.

51238.1. Compatible uses. (a) Uses approved on contracted lands shall be consistent with all of the following principles of compatibility:

(1) The use will not significantly compromise the long-term productive agricultural capability of the subject contracted parcel or parcels or on other contracted lands in agricultural preserves.

(2) The use will not significantly displace or impair current or reasonably foreseeable agricultural operations on the subject contracted parcel or parcels or on other contracted lands in agricultural preserves. Uses that significantly displace agricultural operations on the subject contracted parcel or parcels may be deemed compatible if they relate directly to the production of commercial agricultural products on the subject contracted parcel or parcels or neighboring lands, including activities such as harvesting, processing, or shipping.

(3) The use will not result in the significant removal of adjacent contracted land from agricultural or open-space use.

In evaluating compatibility a board or council shall consider the impacts on noncontracted lands in the agricultural preserve or preserves.

(b) A board or council may include in its compatible use rules or ordinance conditional uses which, without conditions or mitigations, would not be in compliance with this section. These conditional uses shall conform to the principles of compatibility set forth in subdivision (a) or, for nonprime lands only, satisfy the requirements of subdivision (c).

(c) In applying the criteria pursuant to subdivision (a), the board or council may approve a use on nonprime land which, because of onsite or offsite impacts, would not be in compliance with paragraphs (1) and (2) of subdivision (a), provided the use is approved pursuant to a conditional use permit that shall set forth findings, based on substantial evidence in the record, demonstrating the following:

(1) Conditions have been required for, or incorporated into, the use that mitigate or avoid those onsite and offsite impacts so as to make the use consistent with the principles set forth in paragraphs (1) and (2) of subdivision (a) to the greatest extent possible while maintaining the purpose of the use.

(2) The productive capability of the subject land has been considered as well as the extent to which the use may displace or impair agricultural operations.

(3) The use is consistent with the purposes of this chapter to preserve agricultural and open-space land or supports the continuation of agricultural uses, as defined in Section 51205, or the use or conservation of natural resources, on the subject parcel or on other parcels in the agricultural preserve. The use of mineral resources shall comply with Section 51238.2.

(4) The use does not include a residential subdivision.

For the purposes of this section, a board or council may define nonprime land as land not defined as "prime agricultural land" pursuant to subdivision (c) of Section 51201 or as land not classified as "agricultural land" pursuant to subdivision (a) of Section 21060.1 of the Public Resources Code.

Nothing in this section shall be construed to overrule, rescind, or modify the requirements contained in Sections 51230 and 51238 related to noncontracted lands within agricultural preserves.

History.—Added by Stats. 1994, Ch. 1251, in effect January 1, 1995.

51238.2. Compatible uses; mineral extraction. Mineral extraction that is unable to meet the principles of Section 51238.1 may nevertheless be approved as compatible use if the board or council is able to document that (a) the underlying contractual commitment to preserve prime agricultural land, as defined in subdivision (c) of Section 51201, or (b) the underlying contractual commitment to preserve land that is not prime agricultural land for open-space use, as defined in subdivision (o) of Section 51201, will not be significantly impaired.

PUBLIC HEARING NOTICE

Notice is hereby given that the San Benito County Board of Supervisors will hold a Public Hearing to consider the following Land Conservation Act Requests. Said Public Hearing will be held at the Board Chambers, San Benito County Administrative Building, 481 Fourth Street, Hollister, CA 95023 on June 11, 2019 at 9:00 A.M. (or as soon thereafter as the matters may be heard).

Shelly Krieger, Maria Callan: *Compatible Use:* Assessor Parcels No. 028-150-024 and 028-150-026.

Janet Slibsager, Clerk or the Board of Supervisors
County of San Benito

Dated: May 14, 2019

Publish Date: May 31, 2019



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 45.

MEETING DATE: 6/11/2019

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: Tracey Belton, Interim

AGENDA ITEM PREPARER: Andi Anderson

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES - T. BELTON, INTERIM

(Hold a Public Hearing at 9:00 a.m. or soon thereafter as the matter may be heard by the Board of Supervisors)

Hold Public Hearing on the approval of the 2020-2021 Community Services Block Grant (CSBG) Community Action Plan (CAP).

SBC FILE NUMBER: 130

AGENDA SECTION:

PUBLIC HEARING - Top

BACKGROUND/SUMMARY:

The attached Community Services Block Grant (CSBG) Community Action Plan (CAP) is submitted for your approval and for a public hearing as required by the State. Each Community Action Agency must submit an annual plan that describes how the CSBG funds will be used for the upcoming two-year period. The Community Action Board (CAB) and CSWD staff has completed a CAP, which involved receipt of public comment at a public hearing on the needs of the low-income residents of the County and completion of a strategic planning process with the CAB's

Strategic Planning Committee.

CSBG funding is a federal block funding that is administered by the State Department of Community Services and Development (CSD), is allocated to each county’s designated Community Action Agency (CAA) through a formula allocation process. CSWD is the designated CAA for our county. As San Benito County does not meet the designated population threshold, it received a minimum allocation off \$267,930 this fiscal year. CSWD is one of the primary agencies working to address the needs of our low-income community. Employment needs continue to be addressed by working with the Workforce Development Board (WDB) on workforce development programs. The need for Youth Services, Affordable Housing and Homeless Services needs continue to exist. The housing rental market continues to increase and many low-income families continue to find safe and affordable housing out of their reach. CSWD continues to offer safety net services to our low-income residents including rent assistance, utility, weatherization assistance, food assistance and emergency shelter. CSWD will continue to seek resources for community development projects, especially those funded with Community Development Block Grant (CDBG) funds. Our success in competing for CDBG funds has brought funding into our community for projects such as the HOME Service Center (homeless shelter- Phase I and II), a low-income childcare center, the Riverview Estates housing project, acquisition of new mobile homes for our transitional shelter, the rehabilitation of farm labor housing, job training funds, rental assistance, emergency shelter, after-school services, food assistance... etc.

BUDGETED:

No

SBC BUDGET LINE ITEM NUMBER:

N/A

CURRENT FY COST:

0

STAFF RECOMMENDATION:

1. Receive HHS Director’s report on the 2019-2021 CAP.
2. Open public hearing to receive comments on the 2019-2021 CAP.
3. Approve the 2019-2021 Community Services Block Grant, Community Action Plan and authorize the Chair of the Board and the Deputy Director to sign said CAP.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
20-21_CSBG_CAP_San Benito County.docx	5/17/2019	Backup Material

2020-2021 Community Action Plan

California Department of Community Services and Development

Community Services Block Grant



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Contents

Purpose	3
Compliance with CSBG Organizational Standards	3
State Assurances	3
Federal Assurances and Certification	3
2020/2021 Community Action Plan Checklist	4
Cover Page and Certification	5
Vision Statement.....	5
Mission Statement	6
Tripartite Board of Directors.....	6
Documentation of Public Hearing(s).....	6
Community Needs Assessment	8
Community Needs Assessment Process	9
Community Needs Assessment Results.....	14
Service Delivery System	19
Linkages and Funding Coordination.....	20
Monitoring	25
Data Analysis and Evaluation	25
Appendix A.....	27
Organizational Standards.....	27
Appendix B.....	29
State Assurances	29
Appendix C.....	30
Federal Assurances and Certification	30
Appendices (Optional)	34

Purpose

The Community Action Plan (CAP) serves as a two (2) year roadmap demonstrating how Community Services Block Grant (CSBG) agencies plan to deliver CSBG services. The CAP identifies and assesses poverty related needs and resources in the community and establishes a detailed plan, goals and priorities for delivering those services to individuals and families most affected by poverty. CSBG funds may be used to support activities that assist low-income families and individuals, homeless families and individuals, migrant or seasonal farm workers and elderly low-income individuals and families by removing obstacles and solving problems that block the achievement of self-sufficiency. Community Action Plans must comply with Organizational Standards and state and federal laws, as outlined below.

Compliance with CSBG Organizational Standards

As described in the Office of Community Services (OCS) [Information Memorandum \(IM\) #138 dated January 26, 2015](#), CSBG agencies will comply with implementation of the Organizational Standards. CSD has identified the Organizational Standards that provide guidance for the development of a comprehensive Community Needs Assessment. The following is a list of Organizational Standards that will be met upon completion of the CAP and CNA. **This section is informational only, and narrative responses are not required in this section.** Agencies are encouraged to utilize this list as a resource when completing Organizational Standards annually (Appendix A).

State Assurances

As required by the CSBG Act, Public Law 105-285, states are required to submit a state plan as a condition to receive funding. Information provided in the CAP by agencies is included in California's State Plan. Alongside Organizational Standards, the state will be reporting on [State Accountability Measures](#) in order to ensure accountability and improve program performance. The following is a list of state assurances that will be met upon completion of the CAP. **This section is informational only, and narrative responses are not required in this section (Appendix B).**

Federal Assurances and Certification

Public Law 105-285, s. 676(b) establishes federal assurances agencies are to comply with CSD, in its state plan submission, provides a narrative describing how the agencies in California will comply with the assurances. By completing and submitting this Community Action Plan, your agency certifies that it will comply with all Federal Assurances and any other laws, rules, and statutes in the performance of the activities funded through this grant. **(Federal Assurances can be found in the CSBG Act Section 676)** The following is a list of federal assurances that will be met upon completion of the CAP. **This section is informational only, and narrative responses are not required in this section (Appendix C).**

2020/2021 Community Action Plan Checklist

The following is a check list of the components to be included in the CAP. The CAP is to be received by CSD no later than June 30, 2019:

- Cover Page and Certification**
- Vision Statement**
- Mission Statement**
- Tripartite Board of Directors**
- Documentation of Public Hearing(s)**
- Community Needs Assessment**
- Community Needs Assessment Process**
- Community Needs Assessment Results**
- Service Delivery System**
- Linkages and Funding Coordination**
- Monitoring**
- Data Analysis and Evaluation**
- Appendices (Optional)**

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COMMUNITY SERVICES BLOCK GRANT (CSBG) 2020/2021 Program Year Community Action Plan Cover Page and Certification

Submission Date:

Agency Contact Person Regarding the Community Action Plan:

Name:	Enrique Arreola
Title:	Deputy Director
Phone:	831-634-4918
Email:	earreola@cosb.us

Certification of Community Action Plan and Assurances

The undersigned hereby certify that this agency complies with the Assurances and Requirements of this FFY 2020/2021 Community Action Plan (CAP) and the information in this CAP is correct and has been authorized by the governing body of this organization.

Board Chair (printed name)	Board Chair (signature)	Date
Executive Director (printed name)	Executive Director (signature)	Date

Certification of ROMA Trainer
(If applicable)

The undersigned hereby certifies that this organization's Community Action plan and strategic plan document the continuous use of the full Results Oriented Management and Accountability (ROMA) cycle or comparable system (assessment, planning, implementation, achievement of results, and evaluation).

NCRT/NCRI (printed name)	NCRT/NCRI (signature)	Date
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CSD Use Only:

Date CAP Received:	Date Accepted:	Accepted By:

Vision Statement

Provide your agency's Vision Statement below:

The CAB will assist our vulnerable populations with resources to obtain skills, knowledge and opportunities toward self-sufficiency.

Mission Statement

Provide your agency's Mission Statement below:

Ending Poverty by Empowering People

Tripartite Board of Directors

(Organizational Standards 5.1, 5.2, CSBG Act Section 676(b)(10))

Section 676B of the Community Services Block Grant Reauthorization Act of 1998 requires that, as a condition of designation, private nonprofit entities and public organizations administer their CSBG program through tripartite boards that *“fully participate in the development, planning, implementation, and evaluation of the program to serve low-income communities.”*

1. Describe your agency's procedures for establishing adequate board representation under which a low-income individual(s), community organization, religious organizations, or representative of low-income individuals that considers its organization or low-income individuals to be inadequately represented on the board (or other mechanism) of the agency to petition for adequate representation. Please place emphasis on the *low-income individuals* on your board.

(Organizational Standards 5.2, CSBG Act Section 676(b)(10))

When a seat of an elected representative of the poor is vacant, the remaining representatives of poor, acting alone, may elect a person to fill the vacancy. The person selected must reside in and represent the same supervisory district for which they are being selected. All board vacancies are announced and publicized to the community assuring that all interested parties are given the opportunity to apply.

2. Please describe how the individuals on your Advisory or Governing Board are involved in the decision-making process and participate in the development, planning, implementation and evaluation of programs funded under CSBG to meet the requirements listed above.

(Organizational Standard 5.1)

Governing Board members have at least ten regular meetings annually. The Strategic Planning Committee meets quarterly and ad hoc committees meet on an as needed basis. They also conduct an annual retreat and review the Strategic Plan, Goals and their role and responsibilities. Members are provided with agenda packets which include discussion, informational and action items, funding opportunities, financial reports and outreach opportunities. They also participate in outreach to the community and tour agencies supported the agency as a whole.

Documentation of Public Hearing(s)

[California Government Code 12747\(b\)-\(d\)](#) requires all agencies to conduct a public hearing in conjunction with their CAP. In pursuant with this Article, **agencies must prepare and present the completed CAP for public review and comment.** The public hearing process must be documented to include how the hearing was advertised and all testimony presented by the low-income and identify whether the concerns expressed by that testimony are addressed in the CAP.

The agency shall conduct at least one public hearing and provide for a public comment period.

Note: Public hearing(s) shall not be held outside of the service area(s)

1. The agency has made (or will make) the plan available for review using the following process:

Public Hearing

Date: April 30, 2019
 Location: 1111 San Felipe Road, Suite 108, Hollister, CA 95023

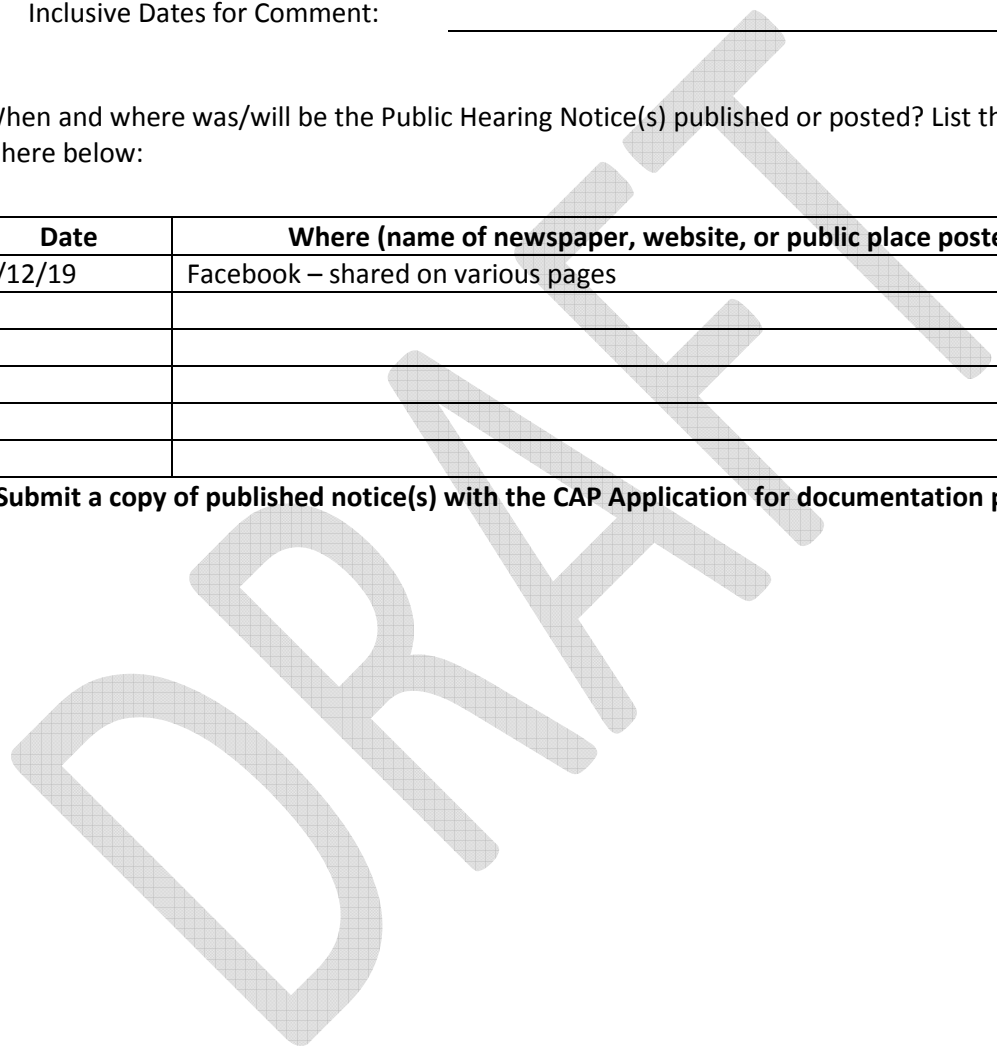
Public Comment Period

Inclusive Dates for Comment: _____

2. When and where was/will be the Public Hearing Notice(s) published or posted? List the dates and where below:

Date	Where (name of newspaper, website, or public place posted)
4/12/19	Facebook – shared on various pages

***Submit a copy of published notice(s) with the CAP Application for documentation purposes.**



Community Needs Assessment

Public law 105-285 requires the state to secure from each agency, as a condition to receive funding, a CAP which includes a Community Needs Assessment (CNA) for the community served. Additionally, state law requires each CSBG agency to develop a CAP that assess poverty-related needs, available resources, feasible goals and strategies, and that yields program priorities consistent with standards of effectiveness established for the program (*California Government Code 12747(a)*).

As part of the CNA process, each organization will analyze both qualitative and quantitative data to provide a comprehensive “picture” of their service area. To assist the collection of quantitative data, CSD has provided a link to a dashboard with the latest Census data with easily available indicators at the county level.

https://public.tableau.com/profile/benjamin.yeager#!/vizhome/Cap_Assessment/CAPData

The link gives agencies access to the five-year American Community Survey (ACS) data for every county in the state. By clicking on a county, the user will have access to quantitative data such as the poverty rate, median income information, and unemployment rate.

Helpful Resources		
United States Census Bureau Poverty Data click here	State of California Department of Justice Statistics by City and County click here	U.S. Department of Housing and Urban Development Homelessness Assistance click here
Employment Development Department Unemployment Insurance Information by County click here	California Department of Education Facts about California Schools Using DataQuest click here	California Department of Public Health Statistical Data click here
Bureau of Labor Statistics Labor Data click here	California Department of Finance Various Projections/ Estimates click here	Community Action Partnership Community Action guide to develop a CNA click here
A Comprehensive Community Needs Assessment (CCNA) Tool Statistical Data to assist CNA development click here		

Community Needs Assessment Process

(Organizational Standards 1.1, 1.2, 1.3, 2.2, 3.2, 3.3, 3.4, 3.5)

The CNA captures the problems and conditions of poverty in the agency’s service area based on objective, verifiable data and information gathered through various sources. Identified problems and conditions must be substantiated by corroboration through public forums, customer questionnaires, surveys, statistical data, evaluation studies, key informants, and/or other reliable sources. The CNA should be comprehensive and serve as the basis for the agency’s goals, and program delivery strategies as reported on the CSBG Annual Report. The CNA should describe local poverty-related needs and be used to prioritize eligible activities offered to low-income community members over the next two (2) years.

Please indicate which combination of activities were used in completing the CNA, including when and how these activities occurred in the spaces below. If the activity was not used, please type N/A or Not Used.

Focus Groups	
Asset Mapping	
Surveys	
Community Dialogue	
Interviews	
Public Records	

Date of most recent completed CNA: _____

Date CNA approved by Tripartite Board (most recent): _____
 (Organizational Standard 3.5.)

Your responses to the questions below should describe how the agency ensures that the CNA reflects the current priorities of the low-income population in the service area, beyond the legal requirements for a local public hearing of the CAP.

- For each key sector of the community listed below, summarize the information gathered from each sector and how it was used to assess needs and resources during the needs assessment process (or other planning process throughout the year). These sectors should include at minimum: community-based organizations, faith-based organizations, private sector, public sector, and educational institutions. (Organizational Standard 2.2)

CAB members and staff have conducted survey outreach based on the following categories. This survey was made available on-line, at outreach events and at kiosks within the agency. To date 930 surveys have been completed with the following results.

Item	Overall Rank	Rank Distribution	Score	No. of Rankings
Youth Activities, Family Recreation/Sports Center Actividades para la Juventud, Familia Centro de Recreación / Deportes	1		2,135	605
Housing Assistance/Low-Income HousingAsistencia de Vivienda / Vivienda de Bajos Ingresos	2		1,875	514
Homeless Services Servicios para los Desamparados	3		1,406	463
Job Training & Placement Entrenamiento de trabajo y ayudando con empleo	4		1,175	425
Drug & Substance Abuse Prevention Drogas y la Prevención del Abuso de Sustancias	5		1,036	375
Gang Issues Problemas de Pandillas	6		962	327
Domestic Violence & Sexual Assault Services Violencia Doméstica y Servicios de Agresión Sexual	7		868	309
Access to Food Acceso a la Alimentación	8		817	296
Medical Assistance/Health Education Asistencia Médica / Educación para la Salud	9		812	292
Services for Seniors Servicios para la tercera edad	10		784	295
Veteran's Services Servicios de Veteranos	11		780	267
Library Services Servicios Bibliotecarios	12		662	245
Foster Care & Child Protective Services Cuidado de Crianza y Servicios de Protección Infantil	13		638	245

■ Lowest Rank ■ Highest Rank

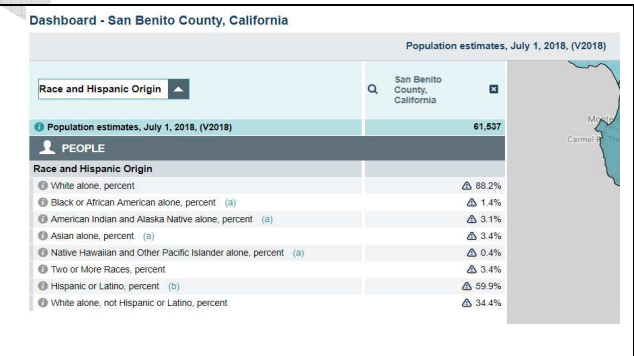
xxPublic Hearing information will go here

- Describe the causes and conditions that contribute to poverty affecting the community in your service area. (Organizational Standard 3.4)

ETHNICITY:
 88.2%-White alone
 1.4%-Black or African American
 3.1%-American Indian and Alaska Native
 3.4%-Asian
 0.4%-Native Hawaiian and Other Pacific Islander
 3.4%-Two or More Races

- 59.9%-Hispanic or Latino
- 34.4%-White alone, not Hispanic or Latino

(US Census Bureau 2018)



Dashboard - San Benito County, California

Population estimates, July 1, 2018, (V2018)

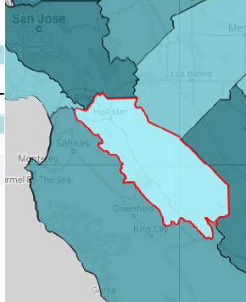
Population	San Benito County, California	61,537
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PEOPLE

Population estimates, July 1, 2018, (V2018)	61,537
Population estimates base, April 1, 2010, (V2018)	55,265
Population, percent change - April 1, 2010 (estimates base) to July 1, 2018, (V2018)	11.3%
Population, Census, April 1, 2010	55,269

1,101 - 30,802
 30,803 - 136,373
 136,374 - 284,010
 284,011 - 883,305
 883,306 - 10,105,518

For places on the map, populations of 5,000 or more are shown

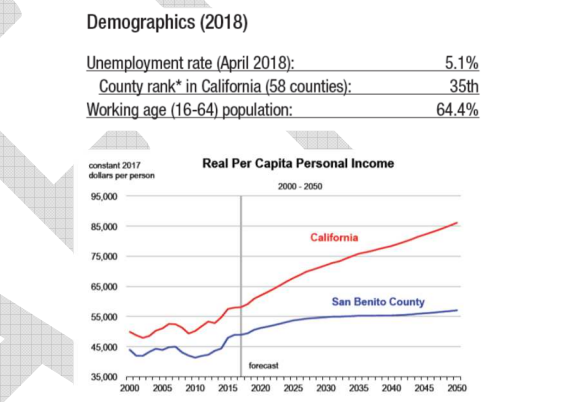




POPULATION: The population will expand quickly. Annual growth in the 2018- 2023 period is expected to average 1.7 percent. Net migration will accelerate, with an average of 630 net migrants entering the county each year through 2023. The natural increase (new births) will add 420 residents to the county each year.


ECONOMIC/UNEMPLOYMENT: The unemployment rate improved substantially last year, falling from 6.8 % in 2016 to 5.9 % in 2017. But it is still higher than most parts of California. This is largely due to the county's prominent share of seasonal workers (primarily in agriculture), who are often unemployed for several months each year. Because of this dynamic, the San Benito County unemployment rate will reach its lowest sustainable level by 2019, and will not improve substantially during subsequent years.

Info from San Benito County Economic Forecast. Full report attached



Average salaries are currently below the California State average, and will remain so over the foreseeable future. In San Benito County, inflation-adjusted salaries are expected to rise by an average of 1.9 % per year between 2018 and 2023, which will be similar to statewide growth.

Population estimates, July 1, 2018, (V2018)	61,537
PEOPLE	
Income & Poverty	
Median household income (in 2017 dollars), 2013-2017	\$80,750
Per capita income in past 12 months (in 2017 dollars), 2013-2017	\$30,012
Persons in poverty, percent	8.4%



HOUSING: Construction activity is accelerating rapidly. Almost 600 new homes were built in 2017, which is one of the largest totals on record. Virtually all of these homes were single-family units, and many were associated with a large master-planned community that is being developed in Hollister. Homes in San Benito County are highly affordable, especially compared to the coastal regions of California. Households in San Benito County typically spend less than 25 % of their incomes on mortgage payments and rent, compared to a range of 35 to 50 % across Coastal California. This price disparity will begin to draw new residents to San Benito County, leading to high levels of in-migration and rapid population growth. Over the 2018-2023 period, San Benito County will be one of the fastest growing counties in the state.

Population with B.A. or higher:	19.0%
Median home selling price (2017):	\$530,000
Median household income:	\$81,665

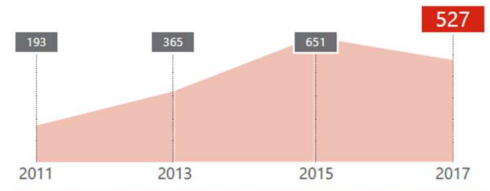
The FY 2019 FMRs for All Bedroom Sizes

Final FY 2019 FMRs By Unit Bedrooms					
Year	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2019 FMR	\$1,314	\$1,323	\$1,750	\$2,530	\$3,074
FY 2018 FMR	\$1,269	\$1,277	\$1,699	\$2,471	\$2,992

HOMELESS: The County of San Benito is currently facing a housing shortage for low-income individuals that has resulted in a considerable number of persons lacking the current ability to obtain shelter. Persons unable to obtain shelter are dwelling in areas and conditions which are a threat to their health and safety. These areas lack sufficient sanitary or solid waste disposal facilities, many have been contaminated by human and animal waste, and an accumulation of solid waste. Unsheltered residents are at risk of injury, illness, and harm due to exposure to the elements, increase risk of crime, inadequate sanitary facilities, and other consequences associated with living outside. According to the 2017 San Benito County Homeless Census and Survey, the population experiencing homelessness since 2011 within the County of San Benito has increased by 173% since 2011 reaching a peak of 651 in 2015– a homeless population that is 32% higher than the experience of the State of California. Those numbers are included in a consideration to declare the existence of a “shelter crisis” in San Benito County ([San Benito Live 2018](#))

Although many new single family homes being built, there is still a huge deficit in affordable and transitional housing for low-income residents. Fair market rates continue to rise making it impossible for low-income families and individuals to find affordable stable permanent housing.

Census Population: Longitudinal Trend

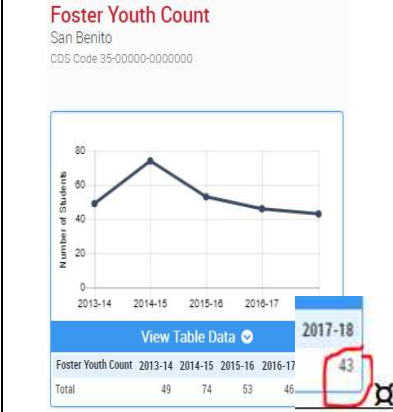


2017 Sheltered/Unsheltered Population



There are 527 homeless residents in San Benito County. 405 unsheltered and 121 sheltered. 403 Chronically homeless, 14 Veterans, 29 Transition-Age Youth. (2017 Homeless Census, San Benito County). 340 or 3.1% Public School Students were homeless

OF THE CHILDREN IN THE COUNTY: In 2017-18: 11,253 students enrolled in K-12th Grade (Data Quest-Student Population) 1,152 are migrant students. 43.7% of 7th graders are overweight or obese.



HIGH SCHOOL GRADUATION:

- 768 seniors graduated highschool and 52 students grades 9-12 dropped out in 2017-18
- 14.4% under the age of 18 live below the federal poverty level and 14.7% are from female single parent households (kidsdata.org 2017)
- 511 suspensions, 476 related to violence and/or drugs; there were 9 expulsions for Federal Offences (Data Quest 2015).

Individuals who do not finish high school are more likely to lack the basic skills than people who do finish high school in order to function in an increasingly complicated job market and society. Adults with limited education levels are more likely to be unemployed, on government assistance, or involved in crime.

3. Describe your agency's approach or system for collecting, analyzing, and reporting customer satisfaction data to the governing board. (Organizational Standard 1.3)

CSWD includes a client satisfaction survey with all applications for services and staff enters information in Survey Gizmo with which staff can run reports, create graphs and reports for reporting purposes.

4. Describe how your agency collected and included current data specific to poverty and its prevalence related to gender, age, and race/ethnicity for your service area. (Organizational Standard 3.2)

CSWD uses an on-line tool (CAP60) to collect client data which includes client demographics related to gender, age, race/ethnicity and income.

5. Briefly summarize the type of both qualitative and quantitative data collected and analyzed as part of the needs assessment process. (Organizational Standard 3.3)

CSWD uses online surveys, questionnaires, telephone interviews, outreach opportunities as well as our in-house on-line data collection tool on demographics, services provided, and waiting lists to determine needs of the community which are then analyzed as part of the CNA.

6. Describe how the agency analyzes information collected from low-income individuals as part of the community needs assessment process. (Organizational Standard 1.1, 1.2)

Data is used to determine needs, trends, and gaps. This information is then forwarded to the CAB to decide what types of services to provide based on priorities and for the development of program strategies and improvements.

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Community Needs Assessment Results

(Organizational Standard 3.4, 4.2, 4.3, CSBG Act Section 5.76(b)(12))

Utilize the table below to list the needs identified in your Community Needs Assessment. If additional space is needed, insert a new row.

Needs Table

Needs Identified	Integral to Agency Mission (Yes/No)	Currently Addressing (Yes/No)	Agency Priority (Yes/No)
1. Youth Activities, Family Recreation/Sports Center	Yes	Yes	Yes
2. Housing Assistance/Low-Income Housing	Yes	Yes	Yes
3. Homeless Supportive	Yes	Yes	Yes
4. Job Training & Placement	Yes	Yes	Yes

Needs Identified: list the needs identified in your most recent Needs Assessment.

Integral to Agency Mission: indicate yes/no if the identified need aligns with your agency mission.

Currently Addressing: indicate yes/no if your agency is already addressing the identified need.

Agency Priority: indicate yes/no if the identified need will be addressed either directly or indirectly.

For needs marked “no” in “Agency Priority”, please describe how the gap was identified, (CNA, surveys, focus groups, etc.) and why the gap exists (Federal rules, state rules, lack of funding/resources, etc.) Explain how your agency plans to coordinate services and funding with other organizations to address these service gaps. Include how you ensure that funds are not used to duplicate services. If you will not be coordinating services to address the service gaps, please explain why.

(CSBG Act Section 676b(3)(B),(5), State Assurance 12760)

Refer to Needs Table. For needs marked “yes” in “Agency Priority”, please stack rank according to priority, and complete the table below. If additional space is needed, insert a new row.

Priority Ranking Table

Agency Priorities	Description of programs/services /activities	Agency/Community/Family & Individual	Indicator/Service Category (CNPI, FNPI, SRV)
1. Youth Activities/Family Recreation Sports Center	<ul style="list-style-type: none"> • Dream Catcher Program Youth Enrichment programs, i.e., dance, music, arts, cheerleading, sports, etc. • After School Programs 	<ul style="list-style-type: none"> • Partnerships with local non-profits, agencies, organizations who provide youth activities • Looking to have City and County apply for Community Development Block Grant Funds for a facility for a total of \$3mil 	<p>FNPI 5C</p> <p>CNPI A.2.b</p>
2. Housing Assistance/Low Income Housing	<ul style="list-style-type: none"> • Referrals to affordable housing offered by CHISPA 	<ul style="list-style-type: none"> • Community Housing Improvement Systems and Planning Association, Inc. (CHISPA). 	xx
	<ul style="list-style-type: none"> • Housing Support Program (HSP) Up to 6 months rental assistance for clients receiving CalWorks. 	<ul style="list-style-type: none"> • CalWORKS, Housing Support Program 	
	<ul style="list-style-type: none"> • TBRA HOME: Rental assistance for income eligible clients for up to 12 months. 	<ul style="list-style-type: none"> • Tenant Based Rental Assistance 	
	<ul style="list-style-type: none"> • HOME Grant 	<ul style="list-style-type: none"> • HOME grant 1st time homebuyer 	
	<ul style="list-style-type: none"> • Helping Hands-Permanent housing to individuals homeless 1 year + and disabled. 	<ul style="list-style-type: none"> • Community Services Development Corporation (CSDC)/individual & family 	

<p>3. Homeless Services/Shelter</p>	<ul style="list-style-type: none"> • Winter Family Shelter provides transitional housing for families during the winter months from December – March • Helping Hands – Permanent housing for formerly homeless with disabilities • Hotel Vouchers for up to 3 days • Housing Opportunities Meals Empowerment (HOME) Resource Center opened its doors on December 1, 2017. This is a 50 bed shelter (28 beds for men, 22 beds for women). • HOME Resource Center is in Phase II was completed in April 2019 and provided offices for Whole Person Care Staff who work with the chronically homeless. • Phase III will provide 8-10 studios for transitional housing • The CAB is currently working towards obtaining a Community Development Block Grant to build transitional housing for families at our local Migrant Center. 	<ul style="list-style-type: none"> • Consortium of Care, • Homeless Planning Committee, Hollister City Mayor-Ignacio Velazquez • Emergency Solutions Grant • Inter-Governmental Funding • Partnerships with Housing Resource Center that assists veterans and their families gain and secure housing • Behavioral Health • Hollister Pregnancy Center • Health Foundation • Public Health • Faith Based Community • Wiebe Motel • Community Development Block Grant • Local Transportation Authority • 	<p>xx</p>
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Agency Priorities: Stack rank your agency priorities with the top priority ranking #1.

Description of programs/services/activities: Briefly describe the program, service or activity that your agency will directly provide to address the need. Identify the number of clients to be served or the number of units offered, including timeframes for each.

Agency/Community/Family & Individual: Identify if the need is agency, community, or family/individual level.

Indicator/Service Category (CNPI, FNPI, SRV): Indicate which indicator or service will be reported in annual report.

Reporting Strategies Table

Utilize the table below to identify the reporting strategies for each Indicator/Service Category as identified in the Priority Ranking Table. If additional space is needed, insert a new row.

Indicator/Service Category (CNPI, FNPI, SRV)	Measurement Tool	Data Source, Collection Procedure, Personnel	Frequency of Data Collection and Reporting

Indicator/Service Category: Refer to Indicator/Service Category in last column of the Priority Ranking Table.

Measurement Tool: Identify the type of tool used to collect or measure the outcome.

Data Source, Collection Procedure, Personnel: Describe the source of data, how it is collected, and staff assigned to the task(s). Be specific and provide detail for activity both internal and external to the agency.

Frequency of Data Collection and Reporting: Describe how often data is collected and reported internally and externally. Include documentation available.

Service Delivery System

(CSBG Act Section 676(b)(3)(A))

Describe the overall Service Delivery System for services provided with CSBG funds and describe your agency's services enhance and/or differ from those offered by other providers, i.e. bundled services—please include specific examples.

1. Please describe the agency's service delivery system. Include a description of your client intake process or system. Also specify whether services are delivered via direct services or subcontractors, or a combination of both.

All services provided with CSBG funding are delivered by San Benito County CSWD staff via direct services. Clients either walk-in, phone or are referred by partner agencies for services. Clients are provided an application either on-site or via mailing. Once the application is completed by the client it is entered into our client data tracking system; CAP60. It is then forwarded to the appropriate staff to determine eligibility, and provide follow-up and/or case management.

2. Please list your agency's programs/services/activities funded by CSBG, including a brief description, why these were chosen, how they relate to the CNA, and indicate the specific type of costs that CSBG dollars will support (examples: staff salary, program support, case mgmt., T/TA, etc.)

Monthly CAB meetings are held where staff reports the progress of the services provided and receives public comment. The board's Program and Planning Committee plays an integral role with the prioritizing services being delivered. This is done primarily by the annual community-wide survey, public hearings and community conversations which document the needs of our community in various areas. In 2018, 932 surveys were completed by residents who were asked to prioritize the needs of the low-income.

Programs/Services/Activities	Brief description why these were chosen, how they relate to the CNA	CSBG dollars will support (examples: staff salary, program support, case mgmt., t/ta, etc.)
Youth Services/Activities	Dream Catcher Program (Youth Enrichment) provides scholarships and equipment/supplies for low-income children. The CNA showed youth services as the greatest need.	Staff Salary Case management Program support
Family Winter Shelter	This is the only homeless shelter for families in the county. Serves at up to 20 homeless families during the winter months of December-March. Homeless services have ranked in the top 3 of the CNA.	Staff Salary Case management Program support
Homeless Supportive Services	To provide a variety of supportive services in the form of backpack and hygiene kits, sleeping bags, tents, etc. to support low-income homeless individuals. Homeless services have ranked in the top 3 of the CNA.	Program support
Hotel Vouchers	To provide emergency hotel vouchers to those in dire need. Homeless services have ranked in the top 3 of the CNA.	Program support
Transportation Tokens	To provide public transportation tokens to clients in need. Homeless services have ranked in the top 3 of	Program support

	the CNA.	
Outreach Services	To support outreach efforts to promote internal programs. The CAB has taken an aggressive approach to more visibility in the community and awareness of services offered to the low-income.	Program support

Also provided are up to 12 months of rental assistance, Utility (Gas & Electric) Assistance, the operation of the family winter shelter, youth employment, vocational training, and supportive services. Additional services are provided by sub-contracting with non-profits through other funding sources including the operation of the H.O.M.E. (Housing Opportunities Meals Empowerment) Resource Center (Homeless Shelter) for individuals, operations of a domestic violence shelter, employment services and other safety-net services. The CAB will continue to be involved with the prioritizing of services.

Linkages and Funding Coordination

(Organizational Standards 2.1-2.4)

(CSBG Act Section 676b(1)(B), (1)(C), (3)(C), (3)(D), (4), (5), (6), (9))

(State Assurance 12747, 12760, 12768)

1. Describe how your agency coordinates funding with other providers in your service area. If there is a formalized coalition of social service providers in your service area, please list the coalitions by name, who participates, and methods used by the coalition to coordinate services/funding.
(Organizational Standard 2.1, CSBG Act Section 676(b)(1)(C),(3)(C))

Since 1997, CSWD has coordinated and established linkages with a multitude of partners to provide employment and training programs at the comprehensive America's Job Center of California (AJCC). These partners include EDD, Health and Human Services Agency, Gavilan College, Small Business Development Center, Regional Occupational Program (ROP), Business Counsel, San Benito High School, County Office of Education, GoKids, Inc., TANF, Community Action Agency, Public Authority and Peninsula Family Services, Department of Rehabilitation (DOR). The AJCC offers integrated, employment and training services to job seekers and employers. The AJCC is located next to the San Benito County Health & Human Services Agency which offers a multitude of services to local residents in need of job training and supportive services. This is done primarily by three strategies

- The fundamental service CSWD offers is workforce services. As the co-operators of the San Benito County AJCC and the recipient of WIOA funding, we often serve unemployed individuals who are very low-income and are struggling to provide the basic necessities for their families. In March 2011 the unemployment rate was 20.6% and San Benito County ranked the 8th highest in the State for unemployment. The current rate of 6.9%, it is still high compared to the state average of 4.3% and the nationwide unemployment rate of 3.8% and almost double of surrounding counties. (Labor Market Report March 2019). The best way to achieve self-sufficiency is to provide training opportunities which will then lead to meaningful employment. Every year, the center serves over 3,000 residents with job leads, employment readiness training, vocational training, job placement and other services. As participants receive training, staff works closely with them to assist with job leads and placement. Once a job is obtained, it is the intent that self-sufficiency will be achieved and transition clients off State funded programs.

- Through the CAA, safety-net services are offered to participants as a means to prevent obstacles while job searching and once employment is obtained. Our programs serve a high number of participants who are in CalWORK's Welfare-to-Work program. These participants are provided with an array of services including child care, transportation assistance, work supplies, professional attire, vehicle repairs, rental assistance, scholarships for recreational and enrichment activities, income tax preparation, food vouchers, utility assistance, etc. In addition, housing assistance is provided to those in need. The CAA under the CAB manages the CalWORKs Housing Support Program which provides Homeless CalWORKs families with 6 months of rental assistance.
- A HUD grant provides permanent housing to chronic homeless who have a documented disability – Helping Hands Program.
- CSWD operates a Family Winter Shelters where 20-30 homeless families receive shelter during the winter months from December – March. Participants pay a deposit and participate in a rent savings program. With the implementation of the Emergency Services Grant-Rapid Rehousing Program, families are given priority for rental assistance up to 1 year upon obtaining permanent housing.
- Housing Opportunities Meals and Empowerment (H.O.M.E.) Resource Center opened December 1, 2017. This 50 bed shelter (28 men/22women) is managed by the Community Homeless Solutions and houses homeless individuals year round. Guests receive shelter, transportation, meals and supportive services.
- In addition, a grant by Office of Migrant Services allows CSWD to provide housing to 67 migrant seasonal farm worker families during the agriculture season of June through November of each year. These services are possible through internal resources by CSBG, LIHEAP, CDBG, HOME, HUD etc.

By establishing community-wide partnerships, CSWD has the ability to provide wrap-around services to participants in need of additional services including shelter, supplemental food, literacy programs, adult education, homeless services, etc. CSWD works closely with other off-site providers, i.e., San Benito Health Department, Jóvenes de Antaño Senior Center, local churches, school districts, The Youth Alliance, Small Business & Economic Development Corporation, Gavilan College, local businesses and other non-profits.

2. Provide information on any memorandums of understanding and/or service agreements your agency has with other entities regarding coordination of services/funding. (Organizational Standard 2.1). - Enrique
3. Describe how your agency utilizes information gathered from key sectors of the community:
 - a. Community-Based
 - b. Faith-Based
 - c. Private sector (local utility companies, charitable organizations, local food banks)
 - d. Public Sector (social services departments, state agencies)
 - e. Educational Institutions (local school districts, colleges)

Agency will coordinate with other public and community services agencies that operate within San Benito County. The CSWD is co-located with Health and Human Services Agency and partners with Health and Human Services to provide WIOA services to CalWORK's clients. The co-location of principal social service providers at the Community Services Building has facilitated coordination of services in an efficient matter. Staff works closely with other staff to

recruit clients. CSWD works closely with other off-site providers, i.e., San Benito Health Foundation (low-income health clinics), Jóvenes de Antaño Senior Center, The Community Food Bank, Emmaus House, EDD, Economic Development Corporation, school districts, local churches, and other non-profits

4. Describe how services are targeted to low income individuals and families and indicate how staff is involved, i.e. attend community meetings, I&R, etc. Include how you ensure that funds are not used to duplicate services. (CSBG Act Section 676(b)(3)(C), 676(b)(9), State Assurance 12760)

Through our partnerships with other agencies and non-profits, our extensive e-blast mailing list, client mailings, Facebook, free online local news www.benitolink.com, etc., information is distributed to the low-income community making them aware of the opportunities available to them.

5. If your agency is a Migrant and Seasonal Farmworker (MSFW) agency, describe how you will coordinate plans and activities with other agencies funded by the department to avoid duplication of services and to maximize services for all eligible beneficiaries. If your agency is not a MSFW, please mark N/A. (State Assurance 12768)

Not applicable; however, CSWD does provide housing to migrant seasonal farm worker families through other state funding.

6. Describe how your agency will leverage other funding sources and increase programmatic and/or organizational capacity. Describe your agency's contingency plan for potential funding reductions. (State Assurance 12747)

A reduction in federal funding would mean a reduction in services to the low-income. Demand for services already exceeds program resources. As CSBG funds are used to leverage other funds, a reduction in CSBG funds will be felt many more times over than the actual CSBG reduction.

A 50% LOSS of CSBG funding will be detrimental to thousands of low-income children, youth and families who rely on the services offered by the Community Action Agency and Community Services & Workforce Development of San Benito County.

To determine the best use of limited funding and establish a contingency plan;

- a. The CAB will hold additional public hearings, community conversations, and community forums to determine the greatest area of need in order to determine which programs should be eliminated or reduced.
- b. A survey is being conducted by the CAB for San Benito County residents to determine and prioritize needs in our community.
- c. A survey of other service providers will be conducted to determine if these providers could support additional clients.
- d. CSWD and the CAB will continue to seek an aggressive fund development plan, analyze and evaluate current program delivery methods to see if we can find more cost-effective methods.
- e. CSWD will continue to partner in a county-wide collaborative in an effort to maximize resources and continue to seek potential funding.
- f. Staff composition and functions might be reorganized or reduced to address program delivery changes.
- g. Pursue lay-offs if funding cannot support the current staffing levels.
- h. Maximize resources to the fullest potential which might include an increased or full program integration of other resources.

- i. The CAB & CSWD will investigate, review, and apply for other available grants and funding that the County is potentially eligible for.

Reaching out to local businesses, churches, and non-profit charitable organizations to assist in subsidizing/supporting community needs.

7. Describe how your agency communicates its activities and its results to the community, including how the number of volunteers and hours are documented. (Organizational Standard 2.3, 2.4)

Activities and results are advertised to the community via outreach activities, E-mail blasts, Facebook, online newspaper & community calendars: www.benitolink.com, HHSA website: www.hhsa.cosb.us, the CAB website: <https://sbccab.wixsite.com/cab1>, via partnership with the United Way's local 211, and newsletters. All volunteers sign in and out in for all outreach activities and volunteers hours are tracked in our client tracking system CAP60.

8. Describe how your agency will address the needs of youth in low-income communities through youth development programs and promote increased community coordination and collaboration in meeting the needs of youth. Describe how your agency will contribute to the expansion of innovative community-based youth development programs that have demonstrated success in preventing or reducing youth crime, such as: programs for the establishment of violence-free zones that would involve youth development and intervention models like youth mediation, youth mentoring, life skills training, job creation, and entrepreneurship programs. (CSBG Act Section 676(b)(1)(B))

Youth Enrichment Services: CSWD received a CSBG grant in the amount of \$54,793 in 2014 and 2016. CSWD Received an additional \$62,500 via CDBG to continue the Dream Catcher program. CSWD partnered with agencies, organizations and non-profits to provide youth enrichment programs to low-income residents for youth ages 4-18. Youth were enrolled in a wide range of programs to include: cheerleading, gymnastics, dance, music, kick-boxing, little league soft-ball, football, aquatics, boxing, wrestling and many more throughout the county. Since the original Dream Catcher program was implemented 301 youth received scholarships upwards of \$300 for tuition totaling \$85,066 and 98 youth have received up to \$100 each for uniforms/equipment totaling \$9,076. This partnership with many youth service organizations was determined from the 2016 CAB Needs Survey and feedback received from the April 18, 2017 Public hearings where residents commented on the need for at-risk youth programs. The CNA continues to show Youth Services as the number one need and CAB has provided smaller program utilizing the CSBG Discretionary funds. The CAB is researching locations and intends to apply for CDBG Facilities funds to build a youth center in the future. In the meantime, the Hollister Recreation Division is also looking to apply for \$3.5 million in funds to build a youth center and the local CAB is in discussion with a partnership.

Several partners offer after-school academic, enrichment and recreational services, summer day camps to low-income residents at elementary and junior high schools. These services are offered primarily by the Youth Alliance (YA) and the YMCA. CSWD has been a partner for many years and makes referrals to their services. This service was determined a need from the 2014 and 2016 CAB Needs Survey and feedback received from the April 18, 2017 Public hearing. Residents commented on the need for at-risk youth and literacy programs during the after school hours.

9. Describe how your agency will provide employment and training activities. If your agency uses CSBG funding to provide employment and training services, describe the coordination of

employment and training activities as defined in Section 3 of the Workforce and Innovation and Opportunity Act [29 U.S.C. 3102].
(CSBG Act Section 676(b)(5))

CSWD is the grant recipient of the Workforce Investment Act funding and the co-operator of the San Benito County America's Job Center California (AJCC). Low-income people can receive a variety of services including On-the-Job Training (OJT), subsidized work experience, vocational training, job readiness training, and referrals to job openings, case management and job search assistance. These services are provided at the AJCC and are operated between CSWD and Employment Development Department (EDD) and several other partners. CalWORKS also provides employment services and expanded subsidized employment. Mini job fairs are hosted on and off site throughout the year.

CSWD has partnered with many training schools such as: Gavilan College, West Valley College, Truck Driving Institute, Institute of Business & 13 Technology, Cosmotek, AuLAC, Bio Health College, Unitek, Victoria's Beauty College and others to provide education and vocational training to dislocated workers and low-income individuals. Individuals can receive training in Accounting/Bookkeeping, Pharmacy Technician, Registered Nurse, Barber, Cosmetology, Real Estate, Truck Driving, Heating, Ventilation & Air Conditioning, Bio health Technician, Electrical Engineering Technician, Veterinary Assistant, and other trainings.

10. Describe how your agency will provide emergency supplies and services, nutritious foods, and related services to counteract conditions of starvation and malnutrition among low-income individuals.

(CSBG Act Section 676(b)(4))

CalFRESH: CSWD falls under the umbrella of Health and Human Services Agency which works closely to serve and refer participants to CalFRESH to eligible low-income clients who receive CalFRESH and Medical assistance. CSWD has also partnered with the Hollister Downtown Association's Farmer's Market from May – September to provide EBT tokens to SNAP recipients in order for them to shop at the market. HHSA provides staff to manage the EBT Booth. SNAP recipients are able to shop for any non-cooked foods at the market and currently there are approximately 20 vendors who partner EBT program at the market. EBT can be used to purchase not only fruits and vegetables but also, bread, meats, dairy, eggs, olive oil and honey.

The Community Food Bank: Provides supplemental food assistance (canned goods, breads, vegetables, etc.) to low-income residents. The Community Food Bank has been an on-going partner for many years and CSWD refers low-income residents to their services. This service was determined a need from the 2013 CAB Needs Survey.

11. Describe how your agency will ensure coordination between antipoverty programs in each community in the State, and ensure where appropriate, that the emergency energy crisis intervention programs under title XVI (relating to low-income home energy assistance) are conducted in the community.

(CSBG Act Section 676(b)(6))

As the agency is the designated CSBG contractor for the County, coordination of activities under this funding source is done internally within the agency structure. Currently LIHEAP activities are processed in-house. Any requests for LIHEAP or Weatherization services are forwarded to the Integrated Case Worker. CSWD provides its clients with LIHEAP services, budget counseling, and assistance with payment of propane or wood. For weatherization services, clients are referred

to the Central Coast Energy Services program who provides this service to residents of San Benito.

12. Describe how your agency will use funds to support innovative community and neighborhood-based initiatives, which may include fatherhood and other initiatives, with the goal of strengthening families and encouraging effective parenting.
(CSBG Act Section 676(b)(3)(D))

CSWD is the operating entity of the Workforce Innovation and Opportunity Act (WIOA) program that provides work experience and job training to Foster Youth, CalWORKs recipients, Custodial parents and Non-Custodial parents who are having difficulties paying child support. Clients are referred to the HHSA Family Services for court-ordered parenting classes as well as educational training on childrearing. Young fathers and young mothers are referred to the Youth Alliance for their Proud Parenting Class, available to young or expectant parents, ages 14-25, who have been or are currently involved in the criminal justice, juvenile justice and/or child welfare system. The need for non-court ordered parenting classes are provided by First 5 San Benito. The Independent Living Program who provides parenting classes to Foster Youth.

Monitoring

(CSBG Act Section 678D(a)(1)(B))

1. Describe your agency's specific monitoring activities and how they are related to establishing and maintaining the integrity of the CSBG program, including your process for maintaining high standards of program and fiscal performance.

The CSWD staff and Accountant (fiscal) will complete all reports and submit them to the Director for review. The Director will review and evaluate reports, prior to submittal to CSD, to assure that reports are in accordance with contract requirements.

Data is used to determine needs, trends, and gaps. This information is then forwarded to the CAB to decide what types of services to provide based on priorities and for the development of program strategies and improvements.

2. If your agency utilizes subcontractors, please describe your process for monitoring the subcontractors. Include the frequency and type (i.e., onsite, desk review, or both)

Enrique

3. Describe how your agency ensures that cost and accounting standards of the Office of Management and Budget (OMB) are maintained.

(CSBG Act Section 678D(a)(1)(B))

The Certification of Assurances have been signed by the Board Chair person and the Executive Director, assuring that as a recipient of CSBG funds, the San Benito County CSWD will use such funds as defined by the Federal Community Services Block Grant Act, California Government

Code Section 12745(e) and that the agency will provide assurances that cost and accounting standards of the OMB shall apply as defined by Section 676 (c) (13).

Data Analysis and Evaluation

(Organizational Standards 4.3, 4.4)

(CSBG Act Section 676(b)(12))

1. Describe your methods for evaluating the effectiveness of programs and services, including the frequency of evaluations.

(Organizational Standard 4.3)

Continue database development to capture matrix indicators and criteria. Internal monitoring of programs on a monthly basis by programmatic and fiscal staff.

CSWD program staff will meet monthly to review progress on goals, identify problems (if any), make recommendations and develop corrective plans of action and assure timely and accurate submission of required reports.

The CSWD accountant and program staff will continue to meet monthly to assure compliance with fiscal requirements. Fiscal and program reports will be submitted on a quarterly basis to the Community Action Board (CAB). Staff will be in constant communication regarding program issues. Clients complete a client satisfaction survey upon requesting services and a report is compiled and reported monthly to the CAB for their information and feedback.

2. Describe how your agency ensures that updates on the progress of strategies included in your CAP are communicated to your board annually.

(Organizational Standard 4.4)

All Board members Program reports are provided monthly in the agenda packet.

3. Provide 2-3 examples of changes made by your agency to improve service delivery to enhance the impact for individuals, families, and communities with low-incomes based on an in-depth analysis of performance data.

(CSBG Act Section 676(b)(12))

Esther

Appendix A

Organizational Standards

MAXIMUM FEASIBLE PARTICIPATION

CATEGORY ONE: CONSUMER INPUT AND INVOLVEMENT

Standard 1.1 The organization/department demonstrates low-income individuals' participation in its activities.

Standard 1.2 The organization/department analyzes information collected directly from low-income individuals as part of the community assessment.

Standard 1.3 The organization/department has a systematic approach for collecting, analyzing, and reporting customer satisfaction data to the governing board.

CATEGORY TWO: COMMUNITY ENGAGEMENT

Standard 2.1 The organization/department has documented or demonstrated partnerships across the community, for specifically identified purposes; partnerships include other anti-poverty organizations in the area.

Standard 2.2 The organization/department utilizes information gathered from key sectors of the community in assessing needs and resources, during the community assessment process or other times. These sectors would include at minimum: community-based organizations, faith-based organizations, private sector, public sector, and educational institutions.

Standard 2.3 The organization/department communicates its activities and its results to the community.

Standard 2.4 The organization/department documents the number of volunteers and hours mobilized in support of its activities.

CATEGORY THREE: COMMUNITY ASSESSMENT

Private Agency - Standard 3.1: Organization conducted a community assessment and issued a report within the past 3-year period.

Public Agency - Standard 3.1: The organization/department conducted a community assessment and issued a report within the past 3-year period, if no other report exists.

Standard 3.2: As part of the community assessment the organization/department collects and analyzes both current data specific to poverty and its prevalence related to gender, age, and race/ethnicity for their service area(s).

Standard 3.3: The organization/department collects and analyzes both qualitative and quantitative data on its geographic service area(s) in the community assessment.

Standard 3.4: The community assessment includes key findings on the causes and conditions of poverty and the needs of the communities assessed.

Standard 3.5: The governing board or tripartite board/advisory body formally accepts the completed community assessment.

VISION AND DIRECTION

CATEGORY FOUR: ORGANIZATIONAL LEADERSHIP

Standard 4.2: The organization's/department's Community Action Plan is outcome-based, anti-poverty focused, and ties directly to the community assessment.

Standard 4.3: The organization's/department's Community Action Plan and strategic plan document the continuous use of the full Results Oriented Management and Accountability (ROMA) cycle. In addition, the organization documents having used the services of a ROMA-certified trainer (or equivalent) to assist in implementation.

Standard 4.4: The tripartite board/advisory body receives an annual update on the success of specific strategies included in the Community Action Plan.

CATEGORY FIVE: BOARD GOVERNANCE

Standard 5.1: The organization's/department's tripartite board/advisory body is structured in compliance with the CSBG Act

Standard 5.2: The organization's/department's tripartite board/advisory body either has:

1. Written procedures that document a democratic selection process for low-income board members adequate to assure that they are representative of the low-income community, or
2. Another mechanism specified by the State to assure decision-making and participation by low-income individuals in the development, planning, implementation, and evaluation of programs.

Appendix B

State Assurances

[California Government Code 12747](#) (a): Community action plans shall provide for the contingency of reduced federal funding.

[California Government Code § 12760](#): CSBG agencies funded under this article shall coordinate their plans and activities with other agencies funded under Articles 7 (commencing with Section 12765) and 8 (commencing with Section 12770) that serve any part of their communities, so that funds are not used to duplicate particular services to the same beneficiaries and plans and policies affecting all grantees under this chapter are shaped, to the extent possible, so as to be equitable and beneficial to all community agencies and the populations they serve.

[California Government Code §12768](#): Migrant and Seasonal Farmworker (MSFW) entities funded by the department shall coordinate their plans and activities with other agencies funded by the department to avoid duplication of services and to maximize services for all eligible beneficiaries.

Appendix C

Federal Assurances and Certification

CSBG Services

676(b)(1)(A) *The State will assure “that funds made available through grant or allotment will be used –*

(A) to support activities that are designed to assist low-income families and individuals, including families and individuals receiving assistance under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), homeless families and individuals, migrant or seasonal farm workers and elderly low-income individuals and families, and a description of how such activities will enable the families and individuals—

- (i) to remove obstacles and solve problems that block the achievement of self-sufficiency, (including self-sufficiency for families and individuals who are attempting to transition off a State program carried out under part A of title IV of the Social Security Act);*
- (ii) secure and retain meaningful employment;*
- (iii) attain an adequate education, with particular attention toward improving literacy skills of low-income families in the communities involved, which may include carrying out family literacy initiatives;*
- (iv) make better use of available income;*
- (v) obtain and maintain adequate housing and a suitable environment;*
- (vi) obtain emergency assistance through loans, grants or other means to meet immediate and urgent family individual needs; and*
- (vii) achieve greater participation in the affairs of the communities involved, including the development of public and private grassroots partnerships with local law enforcement agencies, local housing authorities, private foundations, and other public and private partners to;*

- (I) document best practices based on successful grassroots partnerships with local law enforcement agencies, local housing authorities, private foundations, and other public and private partners to;*
- (II) strengthen and improve relationships with local law enforcement agencies, which may include participation in activities such as neighborhood or community policing efforts;*

Needs of Youth

676(b)(1)(B) *The State will assure “that funds made available through grant or allotment will be used-*

(B) to address the needs of youth in low-income communities through youth development programs that support the primary role of the family, give priority to the prevention of youth problems and crime, and promote increased community coordination and collaboration in meeting the needs of youth, and support development and expansion of innovative community-based youth development programs that have demonstrated success in preventing or reducing youth crime, such as--

- (i) programs for the establishment of violence-free zones that would involve youth development and intervention models (such as models involving youth mediation, youth mentoring, life skills training, job creation, and entrepreneurship programs); and*
- (ii) after-school child care programs;*

Coordination of Other Programs

676(b)(1)(C) *The State will assure “that funds made available through grant or allotment will be used to make more effective use of, and to coordinate with, other programs related to the purposes of this subtitle (including State welfare reform efforts*

Eligible Entity Service Delivery System

676(b)(3)(A) *a description of the service delivery system, for services provided or coordinated with funds made available through grants made under section 675C9(a), targeted to low-income individuals and families in communities within the State*

Eligible Entity Linkages – Approach to Filling Service Gaps

676(b)(3)(B) *a description of “how linkages will be developed to fill identified gaps in the services, through the provision of information, referrals, case management, and follow up consultations.”*

Coordination of Eligible Entity Allocation 90 Percent Funds with Public/Private Resources

676(b)(3)(C) *a description of “how funds made available through grants made under 675C(a) will be coordinated with other public and private resources.”*

Eligible Entity Innovative Community and Neighborhood Initiatives, Including Fatherhood/Parental Responsibility

676(b)(3)(D) *a description of “how the local entity will use the funds [made available under 675C(a)] to support innovative community and neighborhood-based initiatives related to the purposes of this subtitle, which may include fatherhood initiatives and other initiatives with the goal of strengthening families and encouraging parenting.”*

Eligible Entity Emergency Food and Nutrition Services

676(b)(4) *“An assurance that eligible entities in the State will provide, on an emergency basis, for the provision of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals.”*

State and Eligible Entity Coordination/linkages and Workforce Innovation and Opportunity Act Employment and Training Activities

676(b)(5) *“An assurance that the State and eligible entities in the State will coordinate, and establish linkages between, governmental and other social services programs to assure the effective delivery of such services, and [describe] how the State and the eligible entities will coordinate the provision of employment and training activities, as defined in section 3 of the Workforce Innovation and Opportunity Act, in the State and in communities with entities providing activities through statewide and local workforce development systems under such Act.”*

State Coordination/Linkages and Low-income Home Energy Assistance

676(b)(6) *“An assurance that the State will ensure coordination between antipoverty programs in each community in the State, and ensure, where appropriate, that emergency energy crisis intervention programs under title XXVI (relating to low-income home energy assistance) are conducted in such community.”*

Coordination with Faith-based Organizations, Charitable Groups, Community Organizations

676(b)(9) *“An assurance that the State and eligible entities in the State will, to the maximum extent possible, coordinate programs with and form partnerships with other organizations serving low-income residents of the communities and members of the groups served by the State, including religious organizations, charitable groups, and community organizations.”*

Eligible Entity Tripartite Board Representation

676(b)(10) *“An assurance that “the State will require each eligible entity in the State to establish procedures under which a low-income individual, community organization, or religious organization, or representative of low-income individuals that considers its organization, or low-income individuals, to be inadequately represented on the board (or other mechanism) of the eligible entity to petition for adequate representation.”*

Eligible Entity Community Action Plans and Community Needs Assessments

676(b)(11) *“An assurance that the State will secure from each eligible entity in the State, as a condition to receipt of funding by the entity through a community services block grant made under this subtitle for a program, a community action plan (which shall be submitted to the Secretary, at the request of the Secretary, with the State plan) that includes a community-needs assessment for the community served, which may be coordinated with community-needs assessments conducted for other programs.”*

State and Eligible Entity Performance Measurement: ROMA or Alternate system

676(b)(12) *“An assurance that the State and all eligible entities in the State will, not later than fiscal year 2001, participate in the Results Oriented Management and Accountability System, another performance measure system for which the Secretary facilitated development pursuant to section 678E(b), or an alternative system for measuring performance and results that meets the requirements of that section, and [describe] outcome measures to be used to measure eligible entity performance in promoting self-sufficiency, family stability, and community revitalization.”*

Appendices (Optional)

All appendices should be labeled as an appendix (i.e., Appendix A: Community Survey Results) and submitted with the CAP.



Public Notice – Community Action Plan 2020/21

Publication Date: May 28, 2019

Notice is hereby given that the County of San Benito will conduct a public hearing before the Board of Supervisors on June 11, 2019 at 9:00 a.m., or as soon thereafter as the matter may be heard. The hearing concerns the County's 2020/21 Community Action Plan (CAP) to the State of California, Department of Community Services and Development, for Community Services Block Grant (CSBG) funds. The hearing will be held at the Board of Supervisors Chambers, 481 Fourth Street, Hollister, CA 95023. Persons interested in submitting comments should appear before the Board of Supervisors at the time and date of the above public hearing. A Spanish translator will be available at the hearing. If you are unable to attend the public hearing you should direct your written comments to the County of San Benito, Office of Community Services and Workforce Development, 1111 San Felipe Road Suite 108, Hollister, CA. 95023. Call (831) 637-9293 for further information.

Anuncio Público

Avisamos que el Condado de San Benito conducirá una audiencia pública por medio de la mesa directiva de Supervisores, 481 calle Cuatro, Hollister, CA 95023 el 11 de Junio 2019, a las 9:00 de la mañana, o después como tan pronto se puede escuchar. El propósito de esta audiencia es para presentar el 2020/21 Plano de Acción de la Comunidad sometido al Departamento de Servicios de la Comunidad y Desarrollo de parte del Departamento de Servicios de la Comunidad y Desarrollo de Trabajadores Unidos a respecto de la aplicación para fondos del Bloque para el Desarrollo de la Comunidad (CSBG). Personas interesadas en someter comentarios deben presentarse a la audiencia pública o someter sus comentarios al Departamento de Servicios de la Comunidad y Desarrollo de Trabajadores Unidos, 1111 calle San Felipe Edificio #108, Hollister, CA 95023. Llame a (831) 637-9293 para más información.

Publicar: 28 de Mayo del 2019



COMMUNITY ACTION BOARD & WORKFORCE Development BOARD

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SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 46.

MEETING DATE: 6/11/2019

DEPARTMENT: COUNTY COUNSEL

DEPT HEAD/DIRECTOR: Barbara Thompson, County Counsel

AGENDA ITEM PREPARER: Barbara Thompson

SBC DEPT FILE NUMBER: 160

SUBJECT:

COUNTY COUNSEL'S OFFICE - B. THOMPSON

Hold Public Hearing regarding new proposed hemp ordinance, County Code Chapter 7.04. Read title of ordinance for the record, waive further reading of the ordinance, and continue to June 25, 2019 for adoption. This ordinance would add Chapter 7.04 to Title 7 of the San Benito County Code related to Hemp regulation, including but not limited to definitions, prohibitions, the establishment of the Hemp Entity Management Program, registration requirements and regulations, fees, zoning for cultivation, required setbacks, odor and pollen drift mitigation, minimum parcel size, other requirements and administration and enforcement provisions.

ENVIRONMENTAL EVALUATION: Exempt from CEQA, including, but not limited to, State CEQA Guidelines sections 15061, subd. (b)(3) and 15308. APPLICANT/PROPONENT: San Benito County. PROPERTY: Unincorporated San Benito County.

SBC FILE NUMBER: 160

AGENDA SECTION:

PUBLIC HEARING - Top

BACKGROUND/SUMMARY:

The draft hemp ordinance was presented to the Planning Commission in May 2019 for its review

and comment. The attached ordinance reflects the Planning Commission recommendation.

Further background:

The Agricultural Improvement Act of 2018, effective January 1, 2019, removed hemp from Schedule 1 of the Federal Controlled Substances Act. Thus, hemp is no longer federally regulated as a controlled substance.

Hemp registrations for general hemp cultivation will be shortly after the finalization of state regulations.

According to industry proponents, it is estimated that California will become the largest hemp cultivation and production market in the United States. As many as 25,000 products can be made for hemp, from use in the automobile industry (as reinforcement fiber), to use in foods, to use in body care products and to treat physical ailments, to use as a biofuel.

The Board has considered the issue of hemp and appointed a subcommittee to work on a draft hemp ordinance in light of changes in state and federal law, which has prompted great interest in both hemp cultivation, hemp manufacturing/extraction, and laboratory testing. A proposed ordinance was presented to the Planning Commission for its review and recommendation. The Planning Commission made recommended revisions to the setback section of the ordinance.

Since the County Counsel's office has determined it is not feasible to prepare a fair and adequate summary of the proposed ordinance, it is recommended that the Board order a 1/4 display ad be published regarding the proposed ordinance.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Hold public hearing; Read title of the ordinance for the record.

Make a Motion to:

1. Waive further reading of the ordinance, and continue to June 25, 2019 for adoption.
2. Order a display advertisement of at least one-quarter of a page in a newspaper of general circulation in the county to be published

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Proposed Ordinance with Planning Commission Changes	6/5/2019	Cover Memo
Redlined Ordinance with Change from Planning Commission meeting	6/6/2019	Cover Memo
Planning Commission Resolution	6/6/2019	Cover Memo

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF)
THE COUNTY OF SAN BENITO, ADDING CHAPTER 7.04)
TO TITLE 7 OF THE SAN BENITO COUNTY CODE) Ordinance No.:
RELATING TO HEMP ENTITIES)**

THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO ORDAINS AS FOLLOWS:

SECTION 1: Chapter 7.04, Hemp Entities, shall be amended in its entirety to read as follows:

Chapter 7.04: Hemp Entities.

- 7.04.010 - Authority, Purpose, and Intent.
- 7.04.020 - Definitions.
- 7.04.030 - Prohibitions.
- 7.04.040 - Hemp Entity Management Program (“H.E.M.P.”).
- 7.04.050 - H.E.M.P. Registration.
- 7.04.060 - Fees and Charges; Debt Owed to County.
- 7.04.070 - General Requirements for Hemp Entities.
- 7.04.080 - Operating Requirements for Cultivators.
- 7.04.090 - [RESERVED].
- 7.04.100 - Administration and Enforcement.
- 7.04.110 - Compliance with State and Local Laws.
- 7.04.120 - Registered Hemp Entity Responsible for Violations.
- 7.04.130 - Limitations on County’s Liability.

Section 7.04.010. Authority, Purpose, and Intent.

- A. Pursuant to Article XI, Section 7 of the California Constitution, the County of San Benito is authorized to adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens, including, but not limited to, those which establish standards, requirements and regulations related to commercial and research industrial hemp activities. Any standards, requirements, and regulations established by the State of California, or any of its departments or divisions, regarding commercial and/or research industrial hemp activities shall be the minimum standards applicable within the unincorporated area of the County of San Benito.
- B. It is the further purpose and intent of this Chapter to require all hemp entity owners and operators to annually register with the County of San Benito.
- C. Further, it is the purpose and intent of this Chapter to impose reasonable land use regulations to protect the County’s residents, neighborhoods, businesses, and the environment from disproportionately negative impacts caused by commercial and/or research industrial hemp activities, and to enforce rules and regulations consistent with state and federal law.
- D. The provisions of this Chapter are in addition to any other permits, licenses and approvals which may be required to conduct business in the County, and are in addition to any permits, licenses and approval required under state, County, or other law.

Section 7.04.020. Definitions.

When used in this Chapter, the following words shall have the meanings ascribed to them as set forth herein. Any reference to California statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

- A. “Approved seed cultivar” means a variety of hemp approved to be grown by a commercial hemp entity and shall include cultivars certified by all the following:
 - 1. Member organizations of the Association of Official Seed Certifying Agencies, including, but not limited to, the Canadian Seed Growers’ Association;
 - 2. Organization of Economic Cooperation and Development;
 - 3. A seed-certifying agency pursuant to Article 6.5 (commencing with Section 52401) of Chapter 2 of Division 18.
- B. “Cannabis” means all parts of the *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this Chapter, “cannabis” does not mean “industrial hemp” as defined by this Chapter and by Section 11018.5 of the Health and Safety Code.
- C. “County of San Benito” or “County” means the County of San Benito, as a political subdivision of the State of California or entity, and/or as related to the land or jurisdiction to which this Chapter applies, means the unincorporated area of the County of San Benito.
- D. “Commercial hemp entity” means a person who engages in the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, dispensing, or sale of hemp and/or hemp for commercial purposes.
- E. “Cultivation” means any activity involving the propagation, planting, growing, harvesting, drying, curing, grading, or trimming of hemp.
- F. “Dried flower” means all dead hemp that has been harvested, dried, cured, or otherwise processed, excluding leaves and stems.
- G. “Enforcing officer” means the San Benito County Administrative Officer, Health Officer, Resources Management Agency Director, Sheriff, or Agricultural Commissioner, or their authorized deputy(ies) or designee(s), or any person employed by the County of San Benito and appointed to the position of Code Enforcement Officer, as established by San Benito County Resolution No. 90-27 and Ordinances 567 and 625, each of whom is independently authorized to enforce this Chapter.

- H. “Established agricultural research institution” or “research hemp entity” means a person that is either:
1. A public or private institution or organization that maintains land or facilities for agricultural research, including colleges, universities, agricultural research centers, and conservation research centers; or
 2. An institution of higher education (as defined in Section 1001 of the Higher Education Act of 1965 (20 U.S.C. 1001)) that grows, cultivates or manufactures industrial hemp for purposes of research conducted under an agricultural pilot program or other agricultural or academic research.
- I. “H.E.M.P.” means the Hemp Entities Management Program established under this Chapter.
- J. “Hemp” or “industrial hemp” means a crop that is limited to types of the plant *Cannabis sativa* L. having no more than three-tenths of 1 percent (0.3%) tetrahydrocannabinol (“THC”) contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin produced therefrom. For the purpose of this Chapter, “hemp” shall not be subject to the provisions of Chapter 7.02 of the San Benito County Code.
- K. “Hemp concentrate” means hemp that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product’s potency. Resin from granular trichomes from a hemp plant is a concentrate for purposes of this Chapter.
- L. “Hemp entity” means both commercial and research hemp entities.
- M. “Hemp goods” means both hemp and/or hemp products.
- N. “Hemp products” means hemp that has undergone a process whereby the plant material has been transformed into a concentrate including, but not limited to, concentrated hemp, or an edible or topical product containing hemp or concentrated hemp and other ingredients.
- O. “H.E.M.P. Registration” means the annual registration with the County Agricultural Commissioner required under this Chapter, state, and/or federal law.
- P. “Legal parcel” means a parcel of real property for which one (1) legal title exists that may be separately sold in compliance with the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title 7 of the Government Code).
- Q. “Manufacture” means to produce, prepare, propagate, or compound, or otherwise blend, extract, or infuse hemp and/or a hemp product either directly or indirectly, or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis.
- R. “Manufactured hemp” means raw hemp that has undergone a process whereby the raw hemp has been transformed into a concentrate, extract, or other manufactured product intended for internal consumption, through inhalation, oral ingestion, or for topical application, or any other use in which the hemp is used, including but not limited to building material, food, fuel, medicine, paper, plastic substitute, rope and textiles.
- S. “Non-volatile solvent” means any solvent used in the extraction process that is not a volatile solvent as defined in Health and Safety Code Section 11362.3(b)(3). “Non-

volatile solvent” includes carbon dioxide (CO₂) used for extraction and ethanol, when used for extraction or post-extraction processing.

- T. “Owner” means any of the following:
1. A person with an aggregate ownership interest of twenty percent (20%) or more in the hemp entity seeking registration, unless the interest is solely a security, lien, or encumbrance.
 2. The Chief Executive Officer, or other manager, of a nonprofit or other entity.
 3. A member of the board of directors of a nonprofit.
 4. An individual who will be participating in the direction, control, or management of the hemp entity seeking registration, or who has a financial interest in the entity other than a fixed lease of real property.
- U. “Registrant” means an owner applying for H.E.M.P. registration pursuant to this Chapter.
- V. “Registered hemp entity” means any person who has properly registered a hemp entity with the County pursuant to this Chapter.
- W. “Registering authority” means the County Agricultural Commissioner who is responsible for the issuance, renewal, or reinstatement of the H.E.M.P. Registration, and authorized to take disciplinary action against any registered hemp entity.
- X. “Person” includes any individual, firm, partnership, joint venture, association, corporation, Limited Liability Company, estate, trust, business, business trust, receiver, syndicate, collective, cooperative, institution, or any other group or entity, or combination acting as a unit, and the plural as well as the singular.
- Y. “Premises” means the designated structure(s) and land of a legal parcel specified in the application that is owned, leased, used, possessed, or otherwise held under the control of the registered hemp entity will be or is conducted. The premises shall be a contiguous area.
- Z. “Raw hemp” shall include hemp flowers, hemp leaves, or other categories of harvested hemp, categories for unprocessed or frozen hemp or immature plants, or hemp that is shipped directly to manufacturers.
- AA. “Seed breeder” registered hemp entity that develops seed cultivars intended for sale or research.
- BB. “Seed cultivar” means a variety of hemp.
- CC. “Sensitive use” means any of the following:
1. “Church” means a structure or leased portion of a structure, which is used primarily for religious worship and related religious activities.
 2. Licensed child care facility;
 3. Licensed child care home;
 4. Licensed “child day care facility” means a facility that provides nonmedical care to children under eighteen (18) years of age in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or

for the protection of the individual on less than a 24-hour basis. Child day care facility includes:

- i. “Day care center” means any child day care facility other than a family day care home, and includes infant centers, preschools, extended day care facilities, and school-age child care centers.
 - ii. “Employer-sponsored child care center” means any child day care facility at the employer’s site of business operated directly or through a provider contract by any person or entity having one or more employees, and available exclusively for the care of children of that employer, and of the officers, managers, and employees of that employer.
 - iii. “Family day care home” means a home that regularly provides care, protection, and supervision for 14 or fewer children, in the provider’s own home, for periods of less than 24 hours per day, while the parents or guardians are away, and is either a large family day care home or a small family day care home.
5. “School” means an institution of learning for minors, whether public, private, or charter, offering a regular course of instruction required by the California Education Code, or any licensed child or day care facility. This definition includes a nursery school, pre-school, transitional kindergarten, kindergarten, elementary school, middle or junior high school, senior high school, or any special institution of education, but it does not include a vocational or professional institution of higher education, including a community or junior college, college or university.
6. “School bus stop” means any location designated in accordance with California Code of Regulations, Title 13, section 1238, to receive school buses, as defined in California Vehicle Code section 233, or school pupil activity buses, as defined in Vehicle Code section 546.
7. “School evacuation site” means any location designated by formal action of the governing body, superintendent, or principal of any school as a location to which juveniles are to be evacuated to, or are to assemble at, in the event of an emergency or other incident at the school.
8. “Youth center” means any public or private facility that is primarily used to host recreation or social activities for minors, including, but not limited to:
 - i. Private youth membership organizations or clubs, social service teenage club facilities, video arcades where ten (10) or more video games or game machines or devices are operated and where minors are legally permitted to conduct business, or similar amusement park facilities.
 - ii. A park, playground or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any similar facility located on a public or private school grounds, or on city, county or state parks.
 - iii. This definition shall not include any private martial arts, yoga, ballet, music, art studio or similar studio of this nature nor shall it include any

private gym, athletic training facility, pizza parlor, dentist’s office or doctor’s office primarily serving children, or a location which is primarily utilized as an administrative office or facility for youth programs or organizations.

- 9. “Youth-oriented facility” means elementary school, middle school, high school, public park, any establishment that advertises in a manner that identifies the establishment as catering to or providing services primarily intended for minors, or the individuals who regularly patronize, congregate or assemble at the establishment are predominately minors.

DD. “Volatile solvent” means any solvent that is or produces a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures. Examples of volatile solvents include, but are not limited to, butane, hexane, and propane.

Section 7.04.030. Prohibitions.

- A. **Compliance with Laws.** It is unlawful and shall constitute a public nuisance for anyone to engage in any commercial and/or research hemp activity within the County without complying with all applicable state, federal, and local laws and regulations pertaining to hemp entities, including the duty to register the hemp entity with the County Agricultural Commissioner.
- B. **Persons Prohibited From Registering Under this Chapter.** The persons set forth in Section 7.04.070, subdivision (A) shall be prohibited from registering a hemp entity in the County of San Benito.

Section 7.04.040. Hemp Entity Management Program (“H.E.M.P.”)

- A. There is hereby created the Hemp Entity Management Program (“H.E.M.P.”) which shall be administered by the County Agricultural Commissioner.
- B. The following classifications of registrations may be issued under the H.E.M.P.:
 - 1. Commercial Hemp Entity registration.
- C. The County Agricultural Commissioner or his/her designee(s) shall be authorized to build and manage the H.E.M.P.

Section 7.04.050. H.E.M.P. Registration.

- A. **Registration Required.** No person may operate any hemp entity or engage in any commercial or research hemp activity within the County unless the person has, at a minimum, complied with all applicable state, federal, and local laws and regulations pertaining to the hemp entity. All entities, except those engaged in research hemp activities (properly licensed/permitted by the State of California) shall have the duty to complete all of the following:
 - 1. Complete the H.E.M.P. Registration with the County Agricultural Commissioner;
 - 2. Pay the required registration or renewal fee; and
 - 3. Provide the Global Positioning System coordinates of the planned cultivation site to the County Agricultural Commissioner.

For registration purposes, research hemp entities shall only be required to comply with all necessary State of California requirements relating to registration, licensing, and permitting.

- B. **Prohibition.** No person who has obtained a Cannabis Business Permit under Chapter 7.02 shall obtain a permit under this Chapter. Further, no person set forth in Section 7.04.030, subdivision (B) may register a hemp entity under this Chapter.
- C. **Registration Requirements.** A registrant shall provide all of the following information:
 - 1. The name, physical address, and mailing address of the applicant.
 - 2. The legal description, Global Positioning System coordinates, and map of the land area on which the registrant plans to engage in commercial or research hemp cultivation, storage, or both.
 - 3. The seed cultivar to be grown, including the state or county of origin.
 - 4. Pay the registration fee set forth in subdivision (D) below.
- D. **Fee; Fee Deposit.** At the time of registration, each registrant shall pay the registration fee established by state law and by resolution and/or ordinance of the County Board of Supervisors, to cover all costs incurred by the County to implement, administer, and enforce the provisions of this Chapter. Upon adoption of this Chapter, until changed by the adoption of a resolution or ordinance modifying the fee, the fee shall be that amount established under State law (pursuant to FAC §81005 and 3 CCR §4900 et seq.), as well as the County Agricultural Commissioner's actual costs for which a \$1,000.00 deposit shall be provided at the time of registration.
- E. **Amended Registration.** Any time a registered hemp entity wishes to alter the land area where hemp is cultivated, or the seed cultivar used, the following shall be required prior to implementing the change:
 - 1. **Altered Land Area.** Any time a registered hemp entity wishes to alter the land area on which it conducts hemp cultivation, storage, or both, shall, before altering the area, submit to the County Agricultural Commissioner an updated legal description, Global Positioning System coordinates, and map specifying the proposed alteration. Once the County Agricultural Commissioner has received the change to the registration, the County Agricultural Commissioner shall notify the registered hemp entity that it is approved to cultivate hemp on the altered land area. Any attempt to alter the area prior to the County Agricultural Commissioner's approval shall cause the H.E.M.P. Registration to be automatically revoked.
 - 2. **Changed Seed Cultivar.** Any time a registered hemp entity wishes to change the seed cultivar grown, it shall submit to the County Agricultural Commissioner the name of the new, approved seed cultivar to be grown. Once the County Agricultural Commissioner has received the change to the registration, the County Agricultural Commissioner shall notify the registered hemp entity that it is approved to cultivate the new seed cultivar. Any attempt to cultivate the new seed cultivar prior to the County Agricultural Commissioner's approval shall cause the H.E.M.P. Registration to be automatically revoked.

- F. **Transfer of H.E.M.P. Registration.** Registration of a hemp entity does not create an entitlement, interest of value, does not run with the land, is not transferable, and automatically terminates upon transfer of ownership. A registered hemp entity shall not transfer ownership or control of any H.E.M.P. Registration to another person. Any attempt to do so shall cause the H.E.M.P. Registration to be automatically revoked.
- G. **Expiration.** Each H.E.M.P. Registration under this Chapter shall only be valid for a term of twelve (12) months. A H.E.M.P. Registration may be renewed as provided in Section 7.04.060.
- H. **Renewal.** An application for renewal of a H.E.M.P. Registration shall be filed at least sixty (60) calendar days prior to the expiration date of the current registration. The renewal registration shall contain all the required application information as set forth in Subdivision (C) of this Section and the registrant shall pay a renewal fee in an amount to be set by resolution and/or ordinance by the County Board of Supervisors to cover the costs of processing the renewal registration, together with any renewal fee established under State law (pursuant to FAC §81005 and 3 CCR §4900 et seq.), as well as, any costs incurred by the County to administer the H.E.M.P. created under this Chapter.
- I. **Denial, Non-Renewal, Suspension, or Revocation of H.E.M.P. Registration.** The County Agricultural Commissioner may refuse to accept a registration, including a renewal registration, for any premises upon which research or commercial hemp activity is being conducted, or is proposed to be conducted, in violation of this Chapter. The acceptance of a registration pursuant to this Chapter shall not be deemed or construed to be a permit for or approval of any violation of this Chapter. The acceptance of a registration shall not prevent the enforcing officer from thereafter requiring correction of violations or from preventing research or commercial hemp activity being carried out thereunder when in violation of this Chapter.

Section 7.04.060. Fees and Charges; Debt Owed to County.

- A. No registrant may commence or continue any commercial or research hemp activity in the County, without timely paying in full all fees and charges required for the operation of a hemp entity. Fees and charges associated with the operation of a hemp entity shall be established by resolution and/or ordinance of the County Board of Supervisors which may be amended from time to time.
- B. **Registration Application Fee.** An application for a H.E.M.P. Registration must be accompanied by a registration fee, plus fee deposit. All work performed in reviewing a H.E.M.P. Registration, consulting with the applicant, conducting site inspections, reviewing changes in information contained in the registration, and making determinations on the application shall be billed to the registrant. In the case of subsequent changes in the information contained in the initial registration, costs for reviewing the amendment shall be billed against the deposit. A H.E.M.P. Registration shall not be granted to a hemp entity under this Chapter until the registrant has paid a non-refundable H.E.M.P. Registration fee as set forth in State law, plus a deposit as set forth in Section 7.04.050. The purpose of this fee is to pay for the costs of implementing, administering and enforcing the H.E.M.P.
- C. **Fees Deemed Debt to the County of San Benito.** The amount of any fee, cost or charge imposed pursuant to this Chapter shall be deemed a debt to the County of San Benito

that is recoverable via an authorized administrative process as set forth in the County Code, or in any court of competent jurisdiction.

Section 7.04.070. General Requirements for Hemp Entities.

Each hemp entity subject to this Chapter and shall conform to the County’s general plan goals and policies, any applicable specific plans, master plans, and design requirements.

Section 7.04.080. Operating Requirements for Cultivators.

- A. **General.** Each hemp entity cultivating hemp under this Chapter and shall operate only within those zone districts where such cultivation is allowed pursuant to Title 25 of the County Code and shall comply with all applicable zoning and related development standards, including, general and supplemental development standards, and any operational standards applicable to hemp entities.
- B. **Odor and Pollen Drift Mitigation.** Each hemp entity cultivating hemp shall design the land area used for cultivation in a manner that minimizes odors and pollen drift to surrounding uses.
- C. **Minimum Premises Size.** The minimum size premises upon which a commercial hemp entity may cultivate hemp is ten (10) acres. Two adjoining parcels that together total ten or more acres in size may be utilized to meet this requirement.
- D. **Setbacks.** Except as provided in a variance granted in accordance with subdivision (D)(5) of this Section, hemp entities cultivating hemp must meet all of the following setback requirements:

- 1. No less than one-hundred (100) feet from any boundary line of the premises. This setback requirement shall not apply:
 - in an industrial zone, or
 - [between] contiguous parcels also engaging in [hemp] cultivation, or
 - [with a] written agreement of neighboring property owners for a reduced setback which must be recorded, is valid for one crop, and must be renewed on an annual basis
- 2. No closer than one-thousand (1,000) feet from any parcel containing a sensitive use that is in existence at the time the hemp entity is registered. The distance measured shall be the horizontal distance measured in a straight line from the property line of those parcels containing the sensitive use to the closest area of cultivation, or location of other hemp activity, on the Property seeking registration under this Chapter.
- 3. No closer than one hundred (100) feet from any residentially zoned parcel in the County, including any legal non-conforming residential uses as of the date of registration under this Chapter. The distance between the hemp entity and the residential parcel shall be measured from the outer boundaries of the residential parcel to the closest area of cultivation on the Property seeking registration under this Chapter. This setback requirement shall not apply:
 - in an industrial zone, or
 - [between] contiguous parcels also engaging in [hemp] cultivation, or

- [with a] written agreement of neighboring property owners for a reduced setback which must be recorded, is valid for one crop, and must be renewed on an annual basis
4. No closer than one hundred (100) feet from any off-parcel permitted residence in any zone that is in existence at the time of registration under this Chapter, if the hemp entity is located on a parcel that is ten (10) acres or less. The distance between the hemp entity and the off-parcel residence shall be measured from the outer boundaries of the residential parcel to the edge of the growing area. This setback requirement shall not apply in an industrial zone.
- in an industrial zone, or
 - [between] contiguous parcels also engaging in [hemp] cultivation, or
 - [with a] written agreement of neighboring property owners for a reduced setback which must be recorded, is valid for one crop, and must be renewed on an annual basis
5. **Variance.** A person wishing to register a hemp entity may submit a written application for variance to the Resources Management Agency for consideration. Variance requests shall be referred to the Planning Commission to determine whether or not to grant a variance in accordance with Chapter 25.41 of the San Benito County Code, subject to all application forms and fees being received by the Resources Management Agency. In accordance with Chapter 25.41, the Planning Commission may decide whether the variance should be granted or denied, as well as, to whether to impose certain reasonable conditions upon any variance granted. If granted, the variance shall remain valid for the time period and pursuant to the conditions specified by the Planning Commission.
- E. **Laboratory Testing and Destruction.** Hemp entities shall comply with all applicable provisions of the California Food and Agricultural Code pertaining to hemp, including, but not limited to, cultivation, laboratory testing, and destruction.
- F. Other than for cultivation, all other hemp businesses, including but not limited to manufacturing and testing, shall obtain a conditional use prior to beginning operations if required by Title 25 of the San Benito County Code.

Section 7.04.090. [RESERVED].

Section 7.04.100. Administration and Enforcement.

- A. The San Benito County Board of Supervisors (the “Board”) adopts this Chapter pursuant to its police power for the purpose of preserving the health, safety and public welfare of the residents of the County. The Board finds that agriculture is extremely important to the County’s economy and that insuring the continued agricultural commodities is essential to the health and well-being of County residents. The Board determines that the enforcement of this Chapter is essential.
- B. Each and every violation of the provisions of this Chapter is hereby deemed unlawful and a public nuisance.

- C. Each and every violation of this Chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the County of San Benito. Additionally, as a nuisance per se, any violation of this Chapter shall be subject to injunctive relief, any registration issued pursuant to this Chapter being deemed null and void, disgorgement and payment to the County for any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The County of San Benito may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by hemp entity or persons related to, or associated with, the hemp entity.
- D. Each and every violation of the provisions of this Chapter may in the discretion of the District Attorney or County Attorney be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars (\$1,000) or imprisonment in the County jail for a period of not more than six (6) months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.
- E. The remedies provided herein are not to be construed as exclusive remedies. The County is authorized to pursue any proceedings or remedies provided by law.

Section 7.04.110. Compliance with State and Local Laws.

It shall be the responsibility of the owners and employees of the registered hemp entity to ensure that it is, at all times, operating in a manner compliant with all applicable state and local laws, and/or regulatory, licensing, or certification requirements, and any specific, additional operating procedures or requirements which may be imposed by the County. Nothing in this Chapter shall be construed as authorizing any actions that violate state or local law regarding the operation of a hemp entity.

Section 7.04.120. Registered Hemp Entity Responsible for Violations.

The registered hemp entity shall be responsible for any and all violations of the state and/or local laws, as well as any the regulations promulgated under this Chapter, whether committed by the registered hemp entity or any employee or agent of the registered hemp entity, which violations occur in or about the registered hemp entity whether or not said violations occur within the registered hemp entity’s presence.

Section 7.04.130. Limitations on County’s Liability.

To the fullest extent permitted by law, the County of San Benito shall not assume any liability whatsoever with respect to having registered any hemp entity pursuant to this Chapter.

SECTION 2. If any section, subsection, sentence, clause, portion, or phrase of this Ordinance is for any reason held illegal, invalid, or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The board hereby declares that it would have passed this chapter and each section, subsection, sentence, clause, portion, or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional.

SECTION 3. The Board of Supervisors hereby finds that this Ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15308 Class 8: Actions by Regulatory Agencies for Protection of the Environment

consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment.

SECTION 4. EFFECTIVE DATE AND CODIFICATION. This ordinance shall take effect thirty (30) days from the date of its adoption, and prior to the expiration of fifteen (15) days from the adoption thereof shall be published at least one time in a newspaper of general circulation in San Benito County, with the names of the Supervisors voting for or against the same. Upon adoption, Section 1 of this Ordinance shall be codified; the remaining sections shall not be codified

In regular session of the Board of Supervisors of the County of San Benito, introduced on June 11, 2019, and adopted this 25th day of June 2019, on regular roll call of the members of said Board by the following vote:

AYES: Supervisor(s)

NOES: Supervisor(s)

ABSENT OR NOT VOTING:

Mark Medina
Chair, Board of Supervisors

ATTEST:

Janet Slibsager, Clerk of the Board

APPROVED AS TO LEGAL FORM:

San Benito County Counsel
Barbara J. Thompson

By: _____
Clerk of the Board

By: _____
Barbara Thompson
County Counsel

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF)
THE COUNTY OF SAN BENITO, ADDING CHAPTER 7.04)
TO TITLE 7 OF THE SAN BENITO COUNTY CODE) Ordinance No.:
RELATING TO HEMP ENTITIES)**

THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO ORDAINS AS FOLLOWS:

SECTION 1: Chapter 7.04, Hemp Entities, shall be amended in its entirety to read as follows:

Chapter 7.04: Hemp Entities.

- 7.04.010 - Authority, Purpose, and Intent.
- 7.04.020 - Definitions.
- 7.04.030 - Prohibitions.
- 7.04.040 - Hemp Entity Management Program (“H.E.M.P.”).
- 7.04.050 - H.E.M.P. Registration.
- 7.04.060 - Fees and Charges; Debt Owed to County.
- 7.04.070 - General Requirements for Hemp Entities.
- 7.04.080 - Operating Requirements for Cultivators.
- 7.04.090 - [RESERVED].
- 7.04.100 - Administration and Enforcement.
- 7.04.110 - Compliance with State and Local Laws.
- 7.04.120 - Registered Hemp Entity Responsible for Violations.
- 7.04.130 - Limitations on County’s Liability.

Section 7.04.010. Authority, Purpose, and Intent.

- A. Pursuant to Article XI, Section 7 of the California Constitution, the County of San Benito is authorized to adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens, including, but not limited to, those which establish standards, requirements and regulations related to commercial and research industrial hemp activities. Any standards, requirements, and regulations established by the State of California, or any of its departments or divisions, regarding commercial and/or research industrial hemp activities shall be the minimum standards applicable within the unincorporated area of the County of San Benito.
- B. It is the further purpose and intent of this Chapter to require all hemp entity owners and operators to annually register with the County of San Benito.
- C. Further, it is the purpose and intent of this Chapter to impose reasonable land use regulations to protect the County’s residents, neighborhoods, businesses, and the environment from disproportionately negative impacts caused by commercial and/or research industrial hemp activities, and to enforce rules and regulations consistent with state and federal law.
- D. The provisions of this Chapter are in addition to any other permits, licenses and approvals which may be required to conduct business in the County, and are in addition to any permits, licenses and approval required under state, County, or other law.

Section 7.04.020. Definitions.

When used in this Chapter, the following words shall have the meanings ascribed to them as set forth herein. Any reference to California statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

- A. “Approved seed cultivar” means a variety of hemp approved to be grown by a commercial hemp entity and shall include cultivars certified by all the following:
 - 1. Member organizations of the Association of Official Seed Certifying Agencies, including, but not limited to, the Canadian Seed Growers’ Association;
 - 2. Organization of Economic Cooperation and Development;
 - 3. A seed-certifying agency pursuant to Article 6.5 (commencing with Section 52401) of Chapter 2 of Division 18.
- B. “Cannabis” means all parts of the *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this Chapter, “cannabis” does not mean “industrial hemp” as defined by this Chapter and by Section 11018.5 of the Health and Safety Code.
- C. “County of San Benito” or “County” means the County of San Benito, as a political subdivision of the State of California or entity, and/or as related to the land or jurisdiction to which this Chapter applies, means the unincorporated area of the County of San Benito.
- D. “Commercial hemp entity” means a person who engages in the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, dispensing, or sale of hemp and/or hemp for commercial purposes.
- E. “Cultivation” means any activity involving the propagation, planting, growing, harvesting, drying, curing, grading, or trimming of hemp.
- F. “Dried flower” means all dead hemp that has been harvested, dried, cured, or otherwise processed, excluding leaves and stems.
- G. “Enforcing officer” means the San Benito County Administrative Officer, Health Officer, Resources Management Agency Director, Sheriff, or Agricultural Commissioner, or their authorized deputy(ies) or designee(s), or any person employed by the County of San Benito and appointed to the position of Code Enforcement Officer, as established by San Benito County Resolution No. 90-27 and Ordinances 567 and 625, each of whom is independently authorized to enforce this Chapter.

- H. “Established agricultural research institution” or “research hemp entity” means a person that is either:
1. A public or private institution or organization that maintains land or facilities for agricultural research, including colleges, universities, agricultural research centers, and conservation research centers; or
 2. An institution of higher education (as defined in Section 1001 of the Higher Education Act of 1965 (20 U.S.C. 1001)) that grows, cultivates or manufactures industrial hemp for purposes of research conducted under an agricultural pilot program or other agricultural or academic research.
- I. “H.E.M.P.” means the Hemp Entities Management Program established under this Chapter.
- J. “Hemp” or “industrial hemp” means a crop that is limited to types of the plant *Cannabis sativa* L. having no more than three-tenths of 1 percent (0.3%) tetrahydrocannabinol (“THC”) contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin produced therefrom. For the purpose of this Chapter, “hemp” shall not be subject to the provisions of Chapter 7.02 of the San Benito County Code.
- K. “Hemp concentrate” means hemp that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product’s potency. Resin from granular trichomes from a hemp plant is a concentrate for purposes of this Chapter.
- L. “Hemp entity” means both commercial and research hemp entities.
- M. “Hemp goods” means both hemp and/or hemp products.
- N. “Hemp products” means hemp that has undergone a process whereby the plant material has been transformed into a concentrate including, but not limited to, concentrated hemp, or an edible or topical product containing hemp or concentrated hemp and other ingredients.
- O. “H.E.M.P. Registration” means the annual registration with the County Agricultural Commissioner required under this Chapter, state, and/or federal law.
- P. “Legal parcel” means a parcel of real property for which one (1) legal title exists that may be separately sold in compliance with the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title 7 of the Government Code).
- Q. “Manufacture” means to produce, prepare, propagate, or compound, or otherwise blend, extract, or infuse hemp and/or a hemp product either directly or indirectly, or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis.
- R. “Manufactured hemp” means raw hemp that has undergone a process whereby the raw hemp has been transformed into a concentrate, extract, or other manufactured product intended for internal consumption, through inhalation, oral ingestion, or for topical application, or any other use in which the hemp is used, including but not limited to building material, food, fuel, medicine, paper, plastic substitute, rope and textiles.
- S. “Non-volatile solvent” means any solvent used in the extraction process that is not a volatile solvent as defined in Health and Safety Code Section 11362.3(b)(3). “Non-

volatile solvent” includes carbon dioxide (CO₂) used for extraction and ethanol, when used for extraction or post-extraction processing.

- T. “Owner” means any of the following:
1. A person with an aggregate ownership interest of twenty percent (20%) or more in the hemp entity seeking registration, unless the interest is solely a security, lien, or encumbrance.
 2. The Chief Executive Officer, or other manager, of a nonprofit or other entity.
 3. A member of the board of directors of a nonprofit.
 4. An individual who will be participating in the direction, control, or management of the hemp entity seeking registration, or who has a financial interest in the entity other than a fixed lease of real property.
- U. “Registrant” means an owner applying for H.E.M.P. registration pursuant to this Chapter.
- V. “Registered hemp entity” means any person who has properly registered a hemp entity with the County pursuant to this Chapter.
- W. “Registering authority” means the County Agricultural Commissioner who is responsible for the issuance, renewal, or reinstatement of the H.E.M.P. Registration, and authorized to take disciplinary action against any registered hemp entity.
- X. “Person” includes any individual, firm, partnership, joint venture, association, corporation, Limited Liability Company, estate, trust, business, business trust, receiver, syndicate, collective, cooperative, institution, or any other group or entity, or combination acting as a unit, and the plural as well as the singular.
- Y. “Premises” means the designated structure(s) and land of a legal parcel specified in the application that is owned, leased, used, possessed, or otherwise held under the control of the registered hemp entity will be or is conducted. The premises shall be a contiguous area.
- Z. “Raw hemp” shall include hemp flowers, hemp leaves, or other categories of harvested hemp, categories for unprocessed or frozen hemp or immature plants, or hemp that is shipped directly to manufacturers.
- AA. “Seed breeder” registered hemp entity that develops seed cultivars intended for sale or research.
- BB. “Seed cultivar” means a variety of hemp.
- CC. “Sensitive use” means any of the following:
1. “Church” means a structure or leased portion of a structure, which is used primarily for religious worship and related religious activities.
 2. Licensed child care facility;
 3. Licensed child care home;
 4. Licensed “child day care facility” means a facility that provides nonmedical care to children under eighteen (18) years of age in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or

for the protection of the individual on less than a 24-hour basis. Child day care facility includes:

- i. “Day care center” means any child day care facility other than a family day care home, and includes infant centers, preschools, extended day care facilities, and school-age child care centers.
 - ii. “Employer-sponsored child care center” means any child day care facility at the employer’s site of business operated directly or through a provider contract by any person or entity having one or more employees, and available exclusively for the care of children of that employer, and of the officers, managers, and employees of that employer.
 - iii. “Family day care home” means a home that regularly provides care, protection, and supervision for 14 or fewer children, in the provider’s own home, for periods of less than 24 hours per day, while the parents or guardians are away, and is either a large family day care home or a small family day care home.
5. “School” means an institution of learning for minors, whether public, private, or charter, offering a regular course of instruction required by the California Education Code, or any licensed child or day care facility. This definition includes a nursery school, pre-school, transitional kindergarten, kindergarten, elementary school, middle or junior high school, senior high school, or any special institution of education, but it does not include a vocational or professional institution of higher education, including a community or junior college, college or university.
6. “School bus stop” means any location designated in accordance with California Code of Regulations, Title 13, section 1238, to receive school buses, as defined in California Vehicle Code section 233, or school pupil activity buses, as defined in Vehicle Code section 546.
7. “School evacuation site” means any location designated by formal action of the governing body, superintendent, or principal of any school as a location to which juveniles are to be evacuated to, or are to assemble at, in the event of an emergency or other incident at the school.
8. “Youth center” means any public or private facility that is primarily used to host recreation or social activities for minors, including, but not limited to:
 - i. Private youth membership organizations or clubs, social service teenage club facilities, video arcades where ten (10) or more video games or game machines or devices are operated and where minors are legally permitted to conduct business, or similar amusement park facilities.
 - ii. A park, playground or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any similar facility located on a public or private school grounds, or on city, county or state parks.
 - iii. This definition shall not include any private martial arts, yoga, ballet, music, art studio or similar studio of this nature nor shall it include any

private gym, athletic training facility, pizza parlor, dentist’s office or doctor’s office primarily serving children, or a location which is primarily utilized as an administrative office or facility for youth programs or organizations.

- 9. “Youth-oriented facility” means elementary school, middle school, high school, public park, any establishment that advertises in a manner that identifies the establishment as catering to or providing services primarily intended for minors, or the individuals who regularly patronize, congregate or assemble at the establishment are predominately minors.

DD. “Volatile solvent” means any solvent that is or produces a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures. Examples of volatile solvents include, but are not limited to, butane, hexane, and propane.

Section 7.04.030. Prohibitions.

- A. **Compliance with Laws.** It is unlawful and shall constitute a public nuisance for anyone to engage in any commercial and/or research hemp activity within the County without complying with all applicable state, federal, and local laws and regulations pertaining to hemp entities, including the duty to register the hemp entity with the County Agricultural Commissioner.
- B. **Persons Prohibited From Registering Under this Chapter.** The persons set forth in Section 7.04.070, subdivision (A) shall be prohibited from registering a hemp entity in the County of San Benito.

Section 7.04.040. Hemp Entity Management Program (“H.E.M.P.”)

- A. There is hereby created the Hemp Entity Management Program (“H.E.M.P.”) which shall be administered by the County Agricultural Commissioner.
- B. The following classifications of registrations may be issued under the H.E.M.P.:
 - 1. Commercial Hemp Entity registration.
- C. The County Agricultural Commissioner or his/her designee(s) shall be authorized to build and manage the H.E.M.P.

Section 7.04.050. H.E.M.P. Registration.

- A. **Registration Required.** No person may operate any hemp entity or engage in any commercial or research hemp activity within the County unless the person has, at a minimum, complied with all applicable state, federal, and local laws and regulations pertaining to the hemp entity. All entities, except those engaged in research hemp activities (properly licensed/permitted by the State of California) shall have the duty to complete all of the following:
 - 1. Complete the H.E.M.P. Registration with the County Agricultural Commissioner;
 - 2. Pay the required registration or renewal fee; and
 - 3. Provide the Global Positioning System coordinates of the planned cultivation site to the County Agricultural Commissioner.

For registration purposes, research hemp entities shall only be required to comply with all necessary State of California requirements relating to registration, licensing, and permitting.

- B. **Prohibition.** No person who has obtained a Cannabis Business Permit under Chapter 7.02 shall obtain a permit under this Chapter. Further, no person set forth in Section 7.04.030, subdivision (B) may register a hemp entity under this Chapter.
- C. **Registration Requirements.** A registrant shall provide all of the following information:
 - 1. The name, physical address, and mailing address of the applicant.
 - 2. The legal description, Global Positioning System coordinates, and map of the land area on which the registrant plans to engage in commercial or research hemp cultivation, storage, or both.
 - 3. The seed cultivar to be grown, including the state or county of origin.
 - 4. Pay the registration fee set forth in subdivision (D) below.
- D. **Fee; Fee Deposit.** At the time of registration, each registrant shall pay the registration fee established by state law and by resolution and/or ordinance of the County Board of Supervisors, to cover all costs incurred by the County to implement, administer, and enforce the provisions of this Chapter. Upon adoption of this Chapter, until changed by the adoption of a resolution or ordinance modifying the fee, the fee shall be that amount established under State law (pursuant to FAC §81005 and 3 CCR §4900 et seq.), as well as the County Agricultural Commissioner's actual costs for which a \$1,000.00 deposit shall be provided at the time of registration.
- E. **Amended Registration.** Any time a registered hemp entity wishes to alter the land area where hemp is cultivated, or the seed cultivar used, the following shall be required prior to implementing the change:
 - 1. **Altered Land Area.** Any time a registered hemp entity wishes to alter the land area on which it conducts hemp cultivation, storage, or both, shall, before altering the area, submit to the County Agricultural Commissioner an updated legal description, Global Positioning System coordinates, and map specifying the proposed alteration. Once the County Agricultural Commissioner has received the change to the registration, the County Agricultural Commissioner shall notify the registered hemp entity that it is approved to cultivate hemp on the altered land area. Any attempt to alter the area prior to the County Agricultural Commissioner's approval shall cause the H.E.M.P. Registration to be automatically revoked.
 - 2. **Changed Seed Cultivar.** Any time a registered hemp entity wishes to change the seed cultivar grown, it shall submit to the County Agricultural Commissioner the name of the new, approved seed cultivar to be grown. Once the County Agricultural Commissioner has received the change to the registration, the County Agricultural Commissioner shall notify the registered hemp entity that it is approved to cultivate the new seed cultivar. Any attempt to cultivate the new seed cultivar prior to the County Agricultural Commissioner's approval shall cause the H.E.M.P. Registration to be automatically revoked.

- F. **Transfer of H.E.M.P. Registration.** Registration of a hemp entity does not create an entitlement, interest of value, does not run with the land, is not transferable, and automatically terminates upon transfer of ownership. A registered hemp entity shall not transfer ownership or control of any H.E.M.P. Registration to another person. Any attempt to do so shall cause the H.E.M.P. Registration to be automatically revoked.
- G. **Expiration.** Each H.E.M.P. Registration under this Chapter shall only be valid for a term of twelve (12) months. A H.E.M.P. Registration may be renewed as provided in Section 7.04.060.
- H. **Renewal.** An application for renewal of a H.E.M.P. Registration shall be filed at least sixty (60) calendar days prior to the expiration date of the current registration. The renewal registration shall contain all the required application information as set forth in Subdivision (C) of this Section and the registrant shall pay a renewal fee in an amount to be set by resolution and/or ordinance by the County Board of Supervisors to cover the costs of processing the renewal registration, together with any renewal fee established under State law (pursuant to FAC §81005 and 3 CCR §4900 et seq.), as well as, any costs incurred by the County to administer the H.E.M.P. created under this Chapter.
- I. **Denial, Non-Renewal, Suspension, or Revocation of H.E.M.P. Registration.** The County Agricultural Commissioner may refuse to accept a registration, including a renewal registration, for any premises upon which research or commercial hemp activity is being conducted, or is proposed to be conducted, in violation of this Chapter. The acceptance of a registration pursuant to this Chapter shall not be deemed or construed to be a permit for or approval of any violation of this Chapter. The acceptance of a registration shall not prevent the enforcing officer from thereafter requiring correction of violations or from preventing research or commercial hemp activity being carried out thereunder when in violation of this Chapter.

Section 7.04.060. Fees and Charges; Debt Owed to County.

- A. No registrant may commence or continue any commercial or research hemp activity in the County, without timely paying in full all fees and charges required for the operation of a hemp entity. Fees and charges associated with the operation of a hemp entity shall be established by resolution and/or ordinance of the County Board of Supervisors which may be amended from time to time.
- B. **Registration Application Fee.** An application for a H.E.M.P. Registration must be accompanied by a registration fee, plus fee deposit. All work performed in reviewing a H.E.M.P. Registration, consulting with the applicant, conducting site inspections, reviewing changes in information contained in the registration, and making determinations on the application shall be billed to the registrant. In the case of subsequent changes in the information contained in the initial registration, costs for reviewing the amendment shall be billed against the deposit. A H.E.M.P. Registration shall not be granted to a hemp entity under this Chapter until the registrant has paid a non-refundable H.E.M.P. Registration fee as set forth in State law, plus a deposit as set forth in Section 7.04.050. The purpose of this fee is to pay for the costs of implementing, administering and enforcing the H.E.M.P.
- C. **Fees Deemed Debt to the County of San Benito.** The amount of any fee, cost or charge imposed pursuant to this Chapter shall be deemed a debt to the County of San Benito

that is recoverable via an authorized administrative process as set forth in the County Code, or in any court of competent jurisdiction.

Section 7.04.070. General Requirements for Hemp Entities.

Each hemp entity subject to this Chapter and shall conform to the County’s general plan goals and policies, any applicable specific plans, master plans, and design requirements.

Section 7.04.080. Operating Requirements for Cultivators.

- A. **General.** Each hemp entity cultivating hemp under this Chapter and shall operate only within those zone districts where such cultivation is allowed pursuant to Title 25 of the County Code and shall comply with all applicable zoning and related development standards, including, general and supplemental development standards, and any operational standards applicable to hemp entities.
- B. **Odor and Pollen Drift Mitigation.** Each hemp entity cultivating hemp shall design the land area used for cultivation in a manner that minimizes odors and pollen drift to surrounding uses.
- C. **Minimum Premises Size.** The minimum size premises upon which a commercial hemp entity may cultivate hemp is ten (10) acres. Two adjoining parcels that together total ten or more acres in size may be utilized to meet this requirement.
- D. **Setbacks.** Except as provided in a variance granted in accordance with subdivision (D)(5) of this Section, hemp entities cultivating hemp must meet all of the following setback requirements:

- 1. No less than one-hundred (100) feet from any boundary line of the premises. This setback requirement shall not apply:
 - in an industrial zone, or
 - [between] contiguous parcels also engaging in [hemp] cultivation, or
 - [with a] written agreement of neighboring property owners for a reduced setback which must be recorded, is valid for one crop, and must be renewed on an annual basis
- 2. No closer than one-thousand (1,000) feet from any parcel containing a sensitive use that is in existence at the time the hemp entity is registered. The distance measured shall be the horizontal distance measured in a straight line from the property line of those parcels containing the sensitive use to the closest area of cultivation, or location of other hemp activity, on the Property seeking registration under this Chapter.
- 3. No closer than one hundred (100) feet from any residentially zoned parcel in the County, including any legal non-conforming residential uses as of the date of registration under this Chapter. The distance between the hemp entity and the residential parcel shall be measured from the outer boundaries of the residential parcel to the closest area of cultivation on the Property seeking registration under this Chapter. This setback requirement shall not apply:
 - in an industrial zone, or
 - [between] contiguous parcels also engaging in [hemp] cultivation, or

- [with a] written agreement of neighboring property owners for a reduced setback which must be recorded, is valid for one crop, and must be renewed on an annual basis
4. No closer than one hundred (100) feet from any off-parcel permitted residence in any zone that is in existence at the time of registration under this Chapter, if the hemp entity is located on a parcel that is ten (10) acres or less. The distance between the hemp entity and the off-parcel residence shall be measured from the outer boundaries of the residential parcel to the edge of the growing area. This setback requirement shall not apply in an industrial zone.
- in an industrial zone, or
 - [between] contiguous parcels also engaging in [hemp] cultivation, or
 - [with a] written agreement of neighboring property owners for a reduced setback which must be recorded, is valid for one crop, and must be renewed on an annual basis
5. **Variance.** A person wishing to register a hemp entity may submit a written application for variance to the Resources Management Agency for consideration. Variance requests shall be referred to the Planning Commission to determine whether or not to grant a variance in accordance with Chapter 25.41 of the San Benito County Code, subject to all application forms and fees being received by the Resources Management Agency. In accordance with Chapter 25.41, the Planning Commission may decide whether the variance should be granted or denied, as well as, to whether to impose certain reasonable conditions upon any variance granted. If granted, the variance shall remain valid for the time period and pursuant to the conditions specified by the Planning Commission.
- E. **Laboratory Testing and Destruction.** Hemp entities shall comply with all applicable provisions of the California Food and Agricultural Code pertaining to hemp, including, but not limited to, cultivation, laboratory testing, and destruction.
- F. Other than for cultivation, all other hemp businesses, including but not limited to manufacturing and testing, shall obtain a conditional use prior to beginning operations if required by Title 25 of the San Benito County Code.

Section 7.04.090. [RESERVED].

Section 7.04.100. Administration and Enforcement.

- A. The San Benito County Board of Supervisors (the “Board”) adopts this Chapter pursuant to its police power for the purpose of preserving the health, safety and public welfare of the residents of the County. The Board finds that agriculture is extremely important to the County’s economy and that insuring the continued agricultural commodities is essential to the health and well-being of County residents. The Board determines that the enforcement of this Chapter is essential.
- B. Each and every violation of the provisions of this Chapter is hereby deemed unlawful and a public nuisance.

- C. Each and every violation of this Chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the County of San Benito. Additionally, as a nuisance per se, any violation of this Chapter shall be subject to injunctive relief, any registration issued pursuant to this Chapter being deemed null and void, disgorgement and payment to the County for any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The County of San Benito may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by hemp entity or persons related to, or associated with, the hemp entity.
- D. Each and every violation of the provisions of this Chapter may in the discretion of the District Attorney or County Attorney be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars (\$1,000) or imprisonment in the County jail for a period of not more than six (6) months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.
- E. The remedies provided herein are not to be construed as exclusive remedies. The County is authorized to pursue any proceedings or remedies provided by law.

Section 7.04.110. Compliance with State and Local Laws.

It shall be the responsibility of the owners and employees of the registered hemp entity to ensure that it is, at all times, operating in a manner compliant with all applicable state and local laws, and/or regulatory, licensing, or certification requirements, and any specific, additional operating procedures or requirements which may be imposed by the County. Nothing in this Chapter shall be construed as authorizing any actions that violate state or local law regarding the operation of a hemp entity.

Section 7.04.120. Registered Hemp Entity Responsible for Violations.

The registered hemp entity shall be responsible for any and all violations of the state and/or local laws, as well as any the regulations promulgated under this Chapter, whether committed by the registered hemp entity or any employee or agent of the registered hemp entity, which violations occur in or about the registered hemp entity whether or not said violations occur within the registered hemp entity’s presence.

Section 7.04.130. Limitations on County’s Liability.

To the fullest extent permitted by law, the County of San Benito shall not assume any liability whatsoever with respect to having registered any hemp entity pursuant to this Chapter.

SECTION 2. If any section, subsection, sentence, clause, portion, or phrase of this Ordinance is for any reason held illegal, invalid, or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The board hereby declares that it would have passed this chapter and each section, subsection, sentence, clause, portion, or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional.

SECTION 3. The Board of Supervisors hereby finds that this Ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15308 Class 8: Actions by Regulatory Agencies for Protection of the Environment

consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment.

SECTION 4. EFFECTIVE DATE AND CODIFICATION. This ordinance shall take effect thirty (30) days from the date of its adoption, and prior to the expiration of fifteen (15) days from the adoption thereof shall be published at least one time in a newspaper of general circulation in San Benito County, with the names of the Supervisors voting for or against the same. Upon adoption, Section 1 of this Ordinance shall be codified; the remaining sections shall not be codified

In regular session of the Board of Supervisors of the County of San Benito, introduced on June 11, 2019, and adopted this 25th day of June 2019, on regular roll call of the members of said Board by the following vote:

AYES: Supervisor(s)

NOES: Supervisor(s)

ABSENT OR NOT VOTING:

Mark Medina
Chair, Board of Supervisors

ATTEST:

Janet Slibsager, Clerk of the Board

APPROVED AS TO LEGAL FORM:

San Benito County Counsel
Barbara J. Thompson

By: _____
Clerk of the Board

By: _____
Barbara Thompson
County Counsel

**RESOLUTION NO. 2019-
A RESOLUTION OF THE PLANNING COMMISSION OF THE
COUNTY OF SAN BENITO, STATE OF CALIFORNIA,
RECOMMENDING ADDING CHAPTER 7.04 TO TITLE 7 OF THE SAN BENITO
COUNTY CODE RELATING TO HEMP ENTITIES**

WHEREAS, the Planning Commission has held a duly noticed public hearing on the proposed regular ordinance adding Chapter 7.04, related to hemp entities within San Benito County; and

WHEREAS, the proposed ordinance explicitly prohibits hemp entities from engaging in activities without registration; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the proposed ordinance is covered by the General Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA;

WHEREAS, the proposed ordinance does not approve a development project or future development projects and subsequent to this ordinance, any hemp entity would still need to obtain a Conditional Use Permit for industrial, manufacturing, and laboratory uses, as this ordinance does not change when an entity would be required to obtain a CUP; and,

WHEREAS, any subsequent Conditional Use Permit would be subject to CEQA as required for discretionary approvals by the San Benito County Planning Commission; and,

WHEREAS, absent the adoption of the resolution, hemp cultivation may occur in the future without any regulation, including setbacks; and,

WHEREAS, the San Benito County Planning Commission held a public hearing on May 15, 2019 to review and consider the proposed ordinance adding Chapter 7.04 to the San Benito County Code, and has considered the staff report and all oral and written comments presented; and,

WHEREAS, the Planning Commission has determined that the proposed ordinance is consistent with the following sections of the 2035 General Plan:

1. Section 9 Health and Safety Element which “provides guidance for how to protect county residents, workers, visitors, and properties from unreasonable risks associated with natural and manmade hazards. One of the main strategies used by the County to maintain safety is to require distance between known hazards and places where people live, work, and congregate.” Goal HS-5.2, Sensitive Land Use Locations, states, “[t]he County shall ensure adequate distances between sensitive uses and facilities or operations that may produce toxic or hazardous air pollutants or substantial odors.” The Ordinance are consistent with Goal HS-5.2 in that setbacks are required from sensitive land use areas, as

well as, from all boundary lines so as to reduce the contact with odors from hemp cultivation on residential properties; and

2. Section 3 Land Use Element, GOAL LU-3.1 Agricultural Diversification, states, “[t]he County shall support existing farms, vineyards, and other agricultural operations and encourage the agricultural industry to continue diversification that includes organic, value-added, small-scale, sustainable, and community-supported agricultural practices throughout the county.” The Ordinance is consistent with Goal LU-3.1 in that not prohibiting certain hemp activities creates diversity of available agricultural-type opportunities and thereby promotes the diversification of use of agricultural and rangeland zones; and
3. Section 4, Economic Development Element, focuses on diversifying the local economy. GOAL ED-1.5 Quality of Life Improvements, states, “[t]he County shall focus economic development efforts on creating positive change in the county relative to residents and workers’ quality of life. This should include considering air quality, education opportunities, safety, water quality, scenic beauty, and recreational opportunities during economic development decisions.” The Ordinance is consistent with Goal ED-1.5 in that hemp cultivation sites will be subject to regulations, including, but not limited to the regulations of outdoor cultivation through setbacks and odor mitigation requirements; and
4. Section 4, GOAL ED-1.6 Agricultural Base Diversification, states, “[t]he County shall diversify the existing agricultural base by encouraging strong relationships between traditional agricultural industries and emerging agricultural-related industries, and emphasizing the expansion of value-added agricultural products in the county.” The Ordinance is consistent with Goal ED-1.5 in that hemp is an emerging agricultural-related industry with a local base of persons interested in entering the hemp industry, as well as, persons and entities outside the County looking for hemp opportunities in San Benito County.

WHEREAS, the Planning Commission has determined that the proposed ordinance is categorically exempt pursuant to CEQA Guidelines sections 15060, subdivision (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061, subdivision (b)(3) (there is no possibility the activity in question may have a significant effect on the environment). In addition to the foregoing general exemptions, the Board of Supervisors further finds that the Ordinances are categorically exempt from review under CEQA under the Class 8 Categorical Exemption (regulatory activity to assure the protection of the environment); and

WHEREAS, the Planning Commission further finds that based on the evidence in the record and described in the public hearing, the proposed ordinance (Project) is exempt from CEQA pursuant to CEQA Guidelines Section 15183 of Title 14 of the California Code of Regulations. CEQA Guideline Section 15183 provide that projects which are consistent with a Community Plan, General Plan or Zoning for which an EIR has been certified “shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site.” An EIR was certified by

the Board of Supervisors for the adoption of the County of San Benito General Plan. The proposed ordinance is consistent with the general plan. Therefore, the proposed project qualifies for the exemption under CEQA Guideline Section 15183, because the proposed ordinance is consistent with the General Plan, for which an EIR was certified; and,

WHEREAS, a Notice of Exemption has been prepared for the Project; and

WHEREAS, the Planning Commission has considered all public testimony and information presented during the public hearing regarding this item.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the County of San Benito as follows:

Section 1. Based on the review and determination of the Resources Management Agency, the Planning Commission of the County of San Benito finds that the proposed ordinance is consistent with the General Plan for the reasons set forth above.

Section 2. Based on the review and determination of the Resources Management Agency, the Planning Commission of the County of San Benito finds that the Project is exempt from review under the California Environmental Quality Act as set forth above.

Section 3. Based upon all information before it, the Planning Commission of the County of San Benito finds that the proposed ordinance serves the public necessity, convenience and general welfare, and is good zoning practice.

Section 4. A Notice of Exemption is recommended for approval for the Project.

Section 5. The Planning Commission hereby recommends adoption of the proposed ordinance.

Section 6. Upon approval of the Project by the San Benito County Board of Supervisors, the RMA Director may file the Notice of Exemption with the County Clerk.

PASSED AND ADOPTED by the Planning Commission of the County of San Benito at a public meeting held on May 15, 2019.

signed on original
San Benito County Planning Commission

ATTEST:

By: _____
Clerk



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 47.

MEETING DATE: 6/11/2019

DEPARTMENT: COUNTY COUNSEL

DEPT HEAD/DIRECTOR: Barbara Thompson

AGENDA ITEM PREPARER: Barbara Thompson

SBC DEPT FILE NUMBER: 160

SUBJECT:

COUNTY COUNSEL'S OFFICE - B. THOMPSON

Hold public hearing regarding two new proposed ordinances: Cannabis and Hemp Regulations (County Code Chapter 19.43 and Section 25.07.005): The First ordinance would amend Chapter 19.43 of the San Benito County Code relating to the land use regulations applicable to the manufacture and laboratory testing of Commercial Cannabis and/or Cannabis products. The second ordinance would amend Section 25.07.005 of Title 25 of the San Benito County Code to permit as a conditional use in agricultural districts the manufacture and laboratory testing of commercial cannabis and/or cannabis products as well as hemp or hemp products.

ENVIRONMENTAL EVALUATION: Exempt from CEQA, including, but not limited to, State CEQA Guidelines sections 15061, subd. (b)(3) and 15308; Continue matter relating to adoption of ordinance amending Chapter 19.43 of the San Benito County Code to June 25, 2019.

SBC FILE NUMBER: 160

AGENDA SECTION:

PUBLIC HEARING - Top

BACKGROUND/SUMMARY:

These proposed ordinances were were presented to the Planning Commission for review in May

2019. The Planning Commission did not make any recommended changes to the proposed ordinances.

First Ordinance -Ordinance amending Sections 19.43.040 and 19.43.050 to allow manufacturing and testing in Agricultural Districts

Second Ordinance - Ordinance amending Section 25.07.005 to modify uses allowed by conditional use permit.

FURTHER BACKGROUND

The first proposed ordinances amends Section 19.43.040 and 19.43.050 to allow manufacturing and testing in Agricultural Districts, subject to obtaining a conditional use permit.

The Second ordinance, is related, and amends the list of conditional uses listed in Section 25.07.005 related to conditional uses in agricultural districts, to add manufacturing of commercial cannabis, cannabis products, hemp and/or hemp products, and laboratory testing of commercial cannabis, cannabis products, hemp and/or hemp products, as well as modification of language regarding “green waste” or “green material.”

These proposed changes have been raised due to desire to allow hemp processing/extraction activities to occur in agricultural zoned districts as this would eliminate unnecessary transportation between the cultivation site, and the site where processing would occur. Additionally, laboratory testing of an agricultural crop (such as for residual pesticides) is a proper activity in the agricultural districts of the County.

All additional uses in the Agricultural Districts would require a conditional use permit, subject to this Commission's review and approval.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Staff will read Title of the proposed ordinances for the record. Then Board will Hold Public Hearing.

Make a Motion:

For first ordinance:

1. Waive further reading of the proposed ordinance.
2. Find that adoption of the ordinance is exempt from CEQA pursuant to State CEQA Guidelines sections 15061, subd. (b)(3) and 15308.
3. Continue matter relating to adoption of ordinance amending Chapter 19.43 of the San Benito County Code to June 25, 2019.

For second Ordinance:

1. Waive further reading of the proposed ordinance.
2. Find that adoption of the ordinance is exempt from CEQA pursuant to State CEQA Guidelines sections 15061, subd. (b)(3) and 15308.
3. Continue matter relating to adoption of ordinance amending Chapter 19.43 to June 25, 2019.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Proposed ordinance 18.43	5/8/2019	Ordinance
Proposed Ordinance title 25	5/8/2019	Ordinance
Planning Commission Resolution	6/6/2019	Cover Memo

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO

**AN ORDINANCE OF THE BOARD OF SUPERVISORS)
 OF THE COUNTY OF SAN BENITO AMENDING CHAPTER)
 19.43 OF THE SAN BENITO COUNTY CODE RELATING TO) Ordinance No.:
 THE LAND USE REGULATIONS APPLICABLE TO THE)
 MANUFACTURE AND LABORATORY TESTING OF)
 COMMERCIAL CANNABIS AND/OR CANNABIS PRODUCTS)**

THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO ORDAINS AS FOLLOWS:

SECTION 1: Chapter 19.43, “Cannabis Business Land Use Regulations,” shall be amended as follows:

SECTION 2: Section 19.43.040 of the San Benito County Code is hereby amended in its entirety to read:

Section 19.43.040. Permit Requirements for All Cannabis Businesses.

- A. **Permit Required.** Commercial cannabis activities may only occur in compliance with the approval of the applicable permit identified in Section 19.43.040, subdivision (B), and in Title 25. The required permit shall be obtained prior to the commencement of any commercial cannabis activity. All conditions of the permit for the cannabis business shall be satisfied prior to the commencement of the commercial cannabis activity or as otherwise specified in the conditions of the permit.
- B. The below table identifies the cannabis business land uses allowed by zone and the type of permit required to establish each use pursuant to Title 25. Designation of zoning districts in this Section does not give any owner, occupant, or lessor of real property any rights to operate, or provide that any permit applied for under Title 25 shall be granted.

San Benito County Cannabis Business Permit Types/Land Use by Commercial Cannabis Activity	State License Type	P	Permitted Use, Land Use Permit required													
		MCUP	Minor Use Permit required													
		CUP	Conditional Use Permit required													
		----	Use Not Allowed													
		N/A	Not Applicable													
PERMIT REQUIRED BY ZONE																
		Agricultural Districts		Rural Districts			Residential Districts		Commercial Thoroughfare & Neighborhood Commercial		Controlled Manufacturing, Light Industrial, Heavy Industrial & Resources Recovery Park				Airport Safety District	
		AR	AP	R	RT	RR	R1	RM	C-1	C-2	CM	M-1	M-2	RRP	AS	
Cultivation	1A, 1B, 1C, 2A, 2B, 3A, 3B, 4, 5A, 5B, Processor	CUP	CUP	---	---	---	---	---	---	---	CUP	CUP	CUP	---	---	
Manufacturing	6, 7, N, P, S	CUP	CUP	---	---	---	---	---	---	---	CUP	CUP	CUP	---	---	
Testing	8	CUP	CUP	---	---	---	---	---	---	---	CUP	CUP	CUP	---	---	
Retailer (Out-of-County Delivery)	10, 12	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Distributor	11	----	----	---	---	---	---	---	---	---	CUP	CUP	CUP	---	---	
Microbusiness	12	----	----	---	---	---	---	---	---	---	CUP	CUP	CUP	---	---	

(Non-Retail)																			
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- C. **Notice and Public Hearing.** Entitlements for cannabis business uses and/or development shall be subject to the applicable noticing requirements set forth in Chapters 25.43 and 25.49, except that a mailed notice regarding a pending action or hearing regarding a cannabis business entitlement shall be provided to all owners of property located within a 1,000-foot radius of the exterior boundaries of the subject parcel.
- D. **Indemnification.** The applicant shall enter into an indemnification agreement with the County in accordance with Chapter 19.41.

SECTION 3: Section 19.43.050 of the San Benito County Code is hereby amended in its entirety to read:

Section 19.43.050 Supplemental Requirements for Certain Cannabis Businesses.

- A. **Cultivation Site.** In reviewing an application submitted under Title 25 and order Chapter 7.02 to operate a cultivation-type cannabis business facility, the applicant shall provide the following additional information as requested:
 1. A pest management plan;
 2. A waste management plan;
 3. A landscape plan that considers scenic highway protection and may involve the installation of mature landscape;
 4. Preservation of agricultural lands, including preservation of prime agricultural lands in compliance with the General Plan;
 5. A water management plan, including the proposed water supply, proposed conservation measures, and any water off-set requirements. Such plan may include an estimate of water demand for the cultivation site prepared by a licensed professional engineer or other expert on water demand and a detailed description of how the new water demand will be offset. New water demands shall be offset at a 1:1 ratio;
 6. An energy management plan, including proposed energy conservation measures;
 7. An air quality management plan for controlling odor; and
 8. A security plan.
- B. **Distributor.** In reviewing the application submitted under Title 25 and order Chapter 7.02 to operate a distribution-type cannabis business facility, the applicant shall provide the following additional information as requested:
 1. A written statement detailing how, and from where, cannabis will be received, how any storage or transportation operations will be secured to prevent theft and trespass, and to whom the cannabis will be taken;

2. A quality control inspection and requirements plan;
3. Storage and handling plans;
4. Proof of ownership or a valid lease for any and all commercial vehicles that will be used to transport cannabis;
5. The year, make, model, license plate number, and numerical Vehicle Identification Number (VIN) for any and all commercial vehicles that will be used to transport cannabis; and
6. Proof of insurance in the amount of \$1,000,000 for any and all commercial vehicles being used to transport cannabis.

C. **Manufacturing Site.**

[RESERVED]

D. **Testing Laboratory.**

[RESERVED]

E. **Microbusiness.**

[RESERVED]

F. **[RESERVED]**

SECTION 4. If any section, subsection, sentence, clause, portion, or phrase of this Ordinance is for any reason held illegal, invalid, or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The board hereby declares that it would have passed this chapter and each section, subsection, sentence, clause, portion, or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional.

SECTION 5. The Board of Supervisors hereby finds that this Ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15308 Class 8: Actions by Regulatory Agencies for Protection of the Environment consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment, California Business and Professions Code Section 26055, subd. (h), which states in pertinent part, “[w]ithout limiting any other statutory exemption or categorical exemption, [CEQA] does not apply to the adoption of an ordinance . . . that requires discretionary review and approval of permits . . . to engage in commercial cannabis activity. To qualify for this exemption, the discretionary review in any such law, ordinance, rule, or regulation shall include any applicable environmental review pursuant to [CEQA].”

SECTION 6. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days from the date of its adoption, and prior to the expiration of fifteen (15) days from the adoption thereof shall be published at least one time in a newspaper of general circulation in San Benito County, with the names of the Supervisors voting for or against the same.

In regular session of the Board of Supervisors of the County of San Benito, adopted this _____ day of _____, 201____, on regular roll call of the members of said Board by the following vote:

AYES: Supervisor(s)

NOES: Supervisor(s)

ABSENT OR NOT VOTING:

Mark Medina,
Chair, Board of Supervisors

ATTEST:

APPROVED AS TO LEGAL FORM:

Janet Slibsager, Clerk of the Board

San Benito County Counsel
Barbara J. Thompson

By: _____
Clerk of the Board

By: _____
Sarah M. Dickinson,
Deputy County Counsel

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO

**AN ORDINANCE OF THE BOARD OF SUPERVISORS)
OF THE COUNTY OF SAN BENITO AMENDING SECTION)
25.07.005 OF TITLE 25 (“ZONING”) OF THE SAN BENITO) Ordinance No.:
COUNTY CODE TO PERMIT AS A CONDITIONAL USE)
IN AGRICULTURAL DISTRICTS THE MANUFACTURE)
AND LABORATORY TESTING OF COMMERCIAL)
CANNABIS AND/OR CANNABIS PRODUCTS, AS WELL AS,)
HEMP AND/OR HEMP PRODUCTS)**

**THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO ORDAINS AS
FOLLOWS:**

SECTION 1: Section 25.07.005, “Conditional Uses,” of Chapter 25.07, “Agricultural Districts,” of the San Benito County Code shall be amended as follows:

§ 25.07.005 CONDITIONAL USES.

The following are conditional uses in an AR district:

- (A) Crowing fowl (11 or more);
- (B) Commercial greenhouses and mushroom growing facilities;
- (C) Frog and poultry farms;
- (D) Commercial hog ranching;
- (E) Commercial stables;
- (F) Commercial cattle feed yards;
- (G) Private parks and camps;
- (H) Microwave, radio and television transmission and/or relay structures;
- (I) Commercial recreational uses, including but not limited to RV parks, hunting clubs and riding clubs;
- (J) Removal and processing of earth or other natural materials by excavation or grading;
- (K) Permanent stands for the sale of agricultural products;
- (L) Guesthouse;
- (M) Labor camps;
- (N) Additional dwellings as required for the following:
 - (1) Residences of members of the family of the owner or lessee of the land upon which the use is conducted;
 - (2) Residences of bona fide full-time employees of the owner or lessee of the land upon which it is conducted; and
 - (3) Farm labor. (Note: Sufficient acreage must exist to meet minimum building site requirements for the dwellings.)
- (O) Truck parking operations in the service of agriculture in agricultural districts only;
- (P) Pallet and agricultural bin manufacturing;
- (Q) Bed and breakfast establishments;
- (R) Radio frequency emission measuring facilities;

- (S) Commercial composting;
- (T) Application of cheese whey or sludge (solids from a sewage treatment plant) to land;
- (U) Application of green waste-material (as defined in 14 C.C.R. Title 14, Chapter 31, Article 1, §§-17852[H], subd. (a)(21) and 17868.4) in excess of 30 tons per acre;
- (V) Agricultural processing;
- (W) Kennels, including, without limitation, kennels for hybrid animals;
- ~~(X) Uses similar to the above as determined by the Planning Commission;~~
- ~~(Y)(X)~~ Veterinary hospitals and pet clinics;
- ~~(Z)(Y)~~ Residential dwellings on Grade 1 agricultural soils;
- ~~(AA)(Z)~~ Uses listed in § 25.29.106 of this title;
- ~~(BB)(AA)~~ Abattoir;
- ~~(CC)(BB)~~ Cultivation of commercial cannabis (mixed-light, including nurseries);
- (CC) Cultivation of commercial cannabis (indoor, including nurseries);
- (DD) Manufacturing of commercial cannabis and/or cannabis products;
- (EE) Manufacturing of hemp and/or hemp products;
- (FF) Laboratory testing of commercial cannabis and/or cannabis products;
- ~~(DD)(GG)~~ Laboratory testing of hemp and/or hemp products; and
- ~~(EE)(HH)~~ Uses similar to the above as determined by the Planning Commission.

SECTION 2. If any section, subsection, sentence, clause, portion, or phrase of this Ordinance is for any reason held illegal, invalid, or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The board hereby declares that it would have passed this chapter and each section, subsection, sentence, clause, portion, or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional.

SECTION 3. The Board of Supervisors hereby finds that this Ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15308 Class 8: Actions by Regulatory Agencies for Protection of the Environment consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment, California Business and Professions Code Section 26055, subd. (h), which states in pertinent part, “[w]ithout limiting any other statutory exemption or categorical exemption, [CEQA] does not apply to the adoption of an ordinance . . . that requires discretionary review and approval of permits . . . to engage in commercial cannabis activity. To qualify for this exemption, the discretionary review in any such law, ordinance, rule, or regulation shall include any applicable environmental review pursuant to [CEQA].”

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days from the date of its adoption, and prior to the expiration of fifteen (15) days from the adoption thereof shall be published at least one time in a newspaper of general circulation in San Benito County, with the names of the Supervisors voting for or against the same.

In regular session of the Board of Supervisors of the County of San Benito, adopted this ____ day of _____, 201____, on regular roll call of the members of said Board by

the following vote:

AYES: Supervisor(s)

NOES: Supervisor(s)

ABSENT OR NOT VOTING:

Mark Medina,
Chair, Board of Supervisors

ATTEST:

Janet Slibsager, Clerk of the Board

By: _____
Clerk of the Board

APPROVED AS TO LEGAL FORM:

San Benito County Counsel
Barbara J. Thompson

By: _____
Sarah M. Dickinson,
Deputy County Counsel

**RESOLUTION NO. 2019-
A RESOLUTION OF THE PLANNING COMMISSION OF THE
COUNTY OF SAN BENITO, STATE OF CALIFORNIA,
RECOMMENDING THE ADOPTION OF TWO ORDINANCES, AMENDING
CHAPTER 19.43 AND AMENDING SECTION 25.07.005, RELATING TO HEMP AND
CANNABIS ACTIVITIES**

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the proposed ordinance is covered by the General Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA;

WHEREAS, the proposed ordinance does not approve a development project or future development projects and subsequent to this ordinance, any entity would need to obtain a Conditional Use Permit for industrial, manufacturing, and laboratory uses; and,

WHEREAS, any subsequent Conditional Use Permit would be subject to CEQA as required for discretionary approvals by the San Benito County Planning Commission; and,

WHEREAS, the San Benito County Planning Commission held a public hearing on May 15, 2019 to review and consider the proposed ordinances amending Chapter 19.43 and amending Section 25.7.005, related to hemp and cannabis activities within San Benito County, and has considered the staff report and all oral and written comments presented; and,

WHEREAS, the Planning Commission has determined that the proposed ordinance is consistent with the following sections of the 2035 General Plan:

1. Section 3 Land Use Element, GOAL LU-3.1 Agricultural Diversification, states, “[t]he County shall support existing farms, vineyards, and other agricultural operations and encourage the agricultural industry to continue diversification that includes organic, value-added, small-scale, sustainable, and community-supported agricultural practices throughout the county.” The Ordinance is consistent with Goal LU-3.1 in that allowing certain hemp and cannabis activities near sites of cultivation, creates diversity of available agricultural-type opportunities and thereby promotes the diversification of use of agricultural and rangeland zones; and
2. Section 4, Economic Development Element, focuses on diversifying the local economy. GOAL ED-1.5 Quality of Life Improvements, states, “[t]he County shall focus economic development efforts on creating positive change in the county relative to residents and workers’ quality of life. This should include considering air quality, education opportunities, safety, water quality, scenic beauty, and recreational opportunities during economic development decisions.” The Ordinance is consistent with Goal ED-1.5 in that hemp and cannabis sites will be subject to regulations, including, but not limited to the

regulations of outdoor cultivation through setbacks and odor mitigation requirements and through such requirement that may be imposed pursuant to a Conditional Use Permit; and

3. Section 4, GOAL ED-1.6 Agricultural Base Diversification, states, “[t]he County shall diversify the existing agricultural base by encouraging strong relationships between traditional agricultural industries and emerging agricultural-related industries, and emphasizing the expansion of value-added agricultural products in the county.” The Ordinance is consistent with Goal ED-1.5 in that cannabis/hemp is an emerging agricultural-related industry with a local base of persons interested in entering the cannabis/hemp industry, as well as, persons and entities outside the County looking for cannabis/hemp opportunities in San Benito County.

WHEREAS, the Planning Commission has determined that the proposed ordinance is categorically exempt pursuant to CEQA Guidelines sections 15060, subdivision (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061, subdivision (b)(3) (there is no possibility the activity in question may have a significant effect on the environment).; and

WHEREAS, the Planning Commission further finds that based on the evidence in the record and described in the public hearing, the proposed ordinance (Project) is exempt from CEQA pursuant to CEQA Guidelines Section 15183 of Title 14 of the California Code of Regulations. CEQA Guideline Section 15183 provide that projects which are consistent with a Community Plan, General Plan or Zoning for which an EIR has been certified “shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site.” An EIR was certified by the Board of Supervisors for the adoption of the County of San Benito General Plan. The proposed ordinance is consistent with the general plan. Therefore, the proposed project qualifies for the exemption under CEQA Guideline Section 15183, because the proposed ordinance is consistent with the General Plan, for which an EIR was certified; and,

WHEREAS, there has been interest expressed in allow hemp processing/extraction activities occur in agricultural zoned districts as this would eliminate unnecessary transportation between the cultivation site, and the site where processing would occur; and,

WHEREAS, laboratory testing of an agricultural crop (such as for residual pesticides) is a proper activity in the agricultural districts of the County; and,

WHEREAS, a Notice of Exemption has been prepared for the Project; and

WHEREAS, the Planning Commission has considered all public testimony and information presented during the public hearing regarding this item.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the County of San Benito as follows:

Section 1. Based on the review and determination of the Resources Management Agency, the Planning Commission of the County of San Benito finds that the proposed ordinance is consistent with the General Plan for the reasons set forth above.

Section 2. Based on the review and determination of the Resources Management Agency, the Planning Commission of the County of San Benito finds that the Project is exempt from review under the California Environmental Quality Act as set forth above.

Section 3. Based upon all information before it, the Planning Commission of the County of San Benito finds that the proposed ordinances serve the public necessity, convenience and general welfare, and are good zoning practice.

Section 4. A Notice of Exemption is recommended for approval for the Project.

Section 5. The Planning Commission hereby recommends adoption of the proposed ordinances.

Section 6. Upon approval of the Project by the San Benito County Board of Supervisors, the RMA Director may file the Notice of Exemption with the County Clerk.

PASSED AND ADOPTED by the Planning Commission of the County of San Benito at a public meeting held on May 15, 2019.

San Benito County Planning Commission

ATTEST:

By: _____
Clerk



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 48.

MEETING DATE: 6/11/2019

DEPARTMENT: BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR: Ray Espinosa

AGENDA ITEM PREPARER: Dulce Alonso

SBC DEPT FILE NUMBER: 119

SUBJECT:

BOARD OF SUPERVISORS

Receive homeless programs update from Health and Human Services Agency and the City of Hollister.

SBC FILE NUMBER: 119

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

On May 21, 2019, the Board of Supervisors requested an update from Health and Human Services Agency and the City of Hollister personnel in regard to the Homeless Services as well as the homeless situation at Dunne Park.

The homeless crisis is an issue statewide. As of 2017, the San Benito Count homeless count estimated 527 individuals experiencing homelessness. As of January 2018, the United States Interagency Council on Homeless estimated California had 129,972 homeless on any given day, of which 6,702 were family households, 10,836 were Veterans, 12,396 were young adults, and 34,332 were individuals experiencing chronic homelessness. Since 2014, the Board of

Supervisors, the Community Action Board of San Benito County, the Homeless Service Providers Committee, and Health and Human Services Agency have lead a proactive initiative to solve homelessness in San Benito County.

Although this is an enormous undertaking and quite a feat to accomplish, H&HSA accepted this challenge with open arms. Five years later, we have achieved what many communities in California and across the country have been unable to accomplish. We are proud to report, on December 1, 2017, we opened the HOME (Housing Opportunities Meals & Empowerment) Resource Center where clients receive shelter, meals, and transportation assistance. Over the last five years, San Benito County H&HSA has received approximately \$13,634,098 for facility construction projects for the operations of the Winter Shelter Program, the HOME Resource Center, supportive services, transitional housing and for other programs.

San Benito County will continue to seek proactive funding avenues for programs and services for the homelessness and partner with the City of Hollister to help solve homelessness in the county.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Receive and accept the homelessness services update from County Staff and City of Hollister personnel.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Homelessness aid allocation	5/21/2019	Cover Memo
Homeless Services San Benito County	6/6/2019	Cover Memo



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

Urban Counties of California
1100 K Street, Suite 101
Sacramento, CA 95814
(916) 327-7531

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
(916) 447-4806

May 14, 2019

The Honorable Gavin Newsom
Governor, State of California
State Capitol Building, 1st Floor
Sacramento, CA 95814

RE: 2019-20 May Revision – Homeless Aid for Planning and Shelter Program

Dear Governor Newsom,

The California State Association of Counties (CSAC), Urban Counties of California (UCC), and the Rural County Representatives of California (RCRC) are pleased to partner with you on combatting the homelessness crisis in our communities.

We would like to express our sincere appreciation and support for the May Revision budget proposal related to the Homeless Aid for Planning and Shelter Program. We not only appreciate the increase of \$150 million over the January proposal and the direct allocation of \$275 million to counties, but also the flexibility attached to the proposal.

In our March 27, 2019 letter, we explained that flexibility is the key to addressing the needs of the homeless population with targeted, specific responses to local needs. The May Revision proposal provides this flexibility by including funding directly for counties, cities, and Continuums of Care and also expanding the eligible uses of funds beyond shelters and navigation centers. We support the expanded uses identified in the May Revision—rapid rehousing, prevention, permanent supportive housing, innovative job programs, and innovative housing projects such as hotel/motel conversions. We also commend the reprioritization of these one-time funds to focus on front-end allocations for regional planning and implementation rather than back-end milestone accomplishment funding.

With an increased emphasis on more accurate data collection at the local level, we support the May Revision's proposed use of 2019 point-in-time counts as the underlying data for each allocation. Lastly, we agree with the provision requiring each applicant to submit a joint regional plan to receive funding as it is clear that this local collaboration will yield better outcomes.

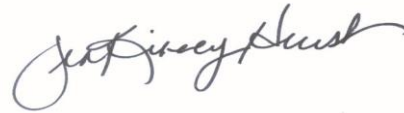
Counties serve in a regional, collaborative role and specialize in bringing multiple government jurisdictions together with community based organizations to implement programs that have a lasting impact. Accordingly, we want to reiterate that a direct allocation of \$275 million to counties for the Homeless Aid for Planning and Shelter Program is an investment in system-level, collaborative approaches to meaningfully address the homelessness crisis in our communities—not just an investment in county projects.

We appreciate the continuing discussions surrounding this important issue.

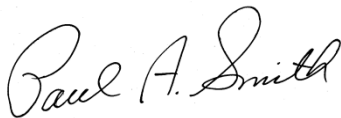
Respectfully,



Graham Knaus
CSAC Executive Director



Jean Kinney Hurst
UCC Legislative Representative



Paul Smith
RCRC Vice President, Governmental Affairs

cc: The Honorable Holly Mitchell, Chair, Senate Budget and Fiscal Review Committee
The Honorable Phil Ting, Chair, Assembly Budget Committee
Ana Matosantos, Cabinet Secretary, Office of the Governor
Tam Ma, Deputy Legislative Secretary, Office of Governor Newsom
Keely Bosler, Director, Department of Finance
Adam Dorsey, Program Budget Manager, Department of Finance
Erika Li, Program Budget Manager, Department of Finance
Danielle Brandon, Principal Program Budget Analyst, Department of Finance
Stephanie Park, Consultant, Office of Senate pro Tempore
Marjorie Swartz, Office of the Senate pro Tempore
Misa Lennox, Consultant, Office of the Senate pro Tempore
James Hacker, Policy Consultant, Senate Budget and Fiscal Review Committee
Christian Griffith, Chief Consultant, Assembly Budget Committee
Katie Kolitsos, Office of the Assembly Speaker
Genevieve Morelos, Consultant, Assembly Budget Committee
Andrea Margolis, Policy Consultant, Assembly Budget Committee
Joe Parra, Senate Republican Caucus
Anthony Archie, Senate Republican Caucus
Cyndi Hillery, Assembly Republican Caucus
William Weber, Assembly Republican Caucus
Ginni Bella Navarre, Legislative Analyst's Office
Ginny Puddefoot, Homeless Coordinating and Financing Council
County Caucus



HOMELESS SERVICES UPDATE

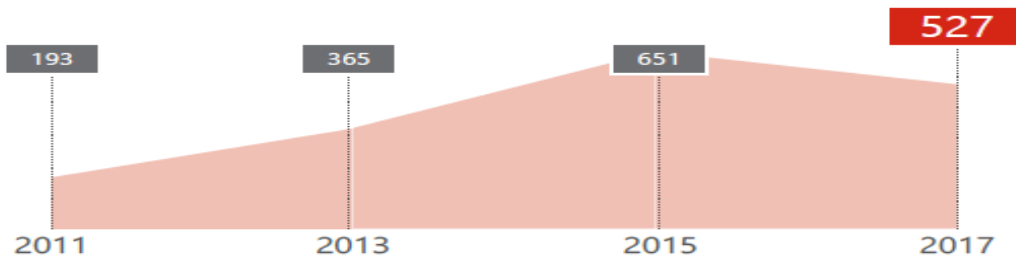
SAN BENITO COUNTY
HEALTH & HUMAN SERVICES AGENCY
COMMUNITY SERVICES & WORKFORCE DEVELOPMENT



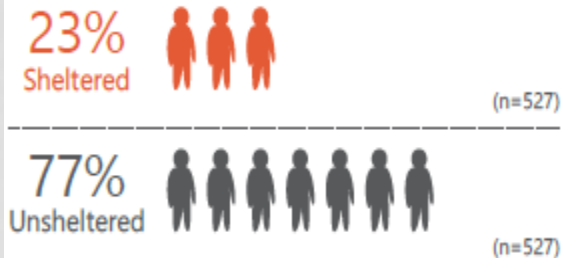
JUNE 11, 2019

2017 HOMELESS CENSUS DATA

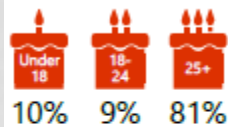
Census Population: Longitudinal Trend



2017 Sheltered/Unsheltered Population



Age



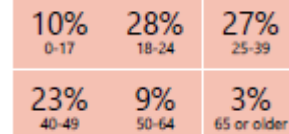
Gender (Top 3 Responses)



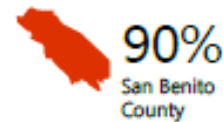
First Homelessness Episode



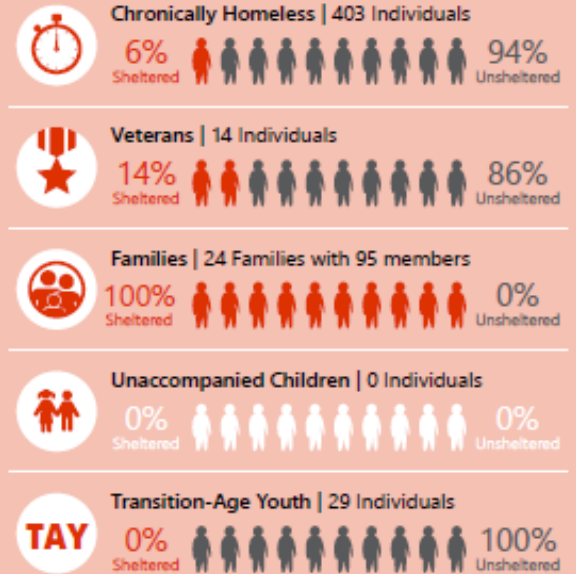
Age at First Episode of Homelessness



Residence Prior to Homelessness



Subpopulation Data*



Duration of Current Episode of Homelessness



Primary Event or Condition That Led to Homelessness (Top 6 Responses)



HOME RESOURCE CENTER

(HOUSING OPPORTUNITIES MEALS & EMPOWERMENT)
PHASE I

The HOME Resource Center is the first ever year-round emergency homeless shelter in San Benito County operated by Community Homeless Solutions (CHS). The center has a maximum of 50 beds (28 for men and 22 for woman) in separate sleeping areas for a total of 4,320 sq. All guests receive 3 meals per day, a warm bed, showers, activities and supportive services. Security Service is provided for the safety of everyone.

Annual Budget/Cost of Operations: \$617,000



COST:
\$1,500,000
\$1,500,000
\$1,400,000

Phase I: HOME Resource Center

Phase II: WPC/Training & Service Center

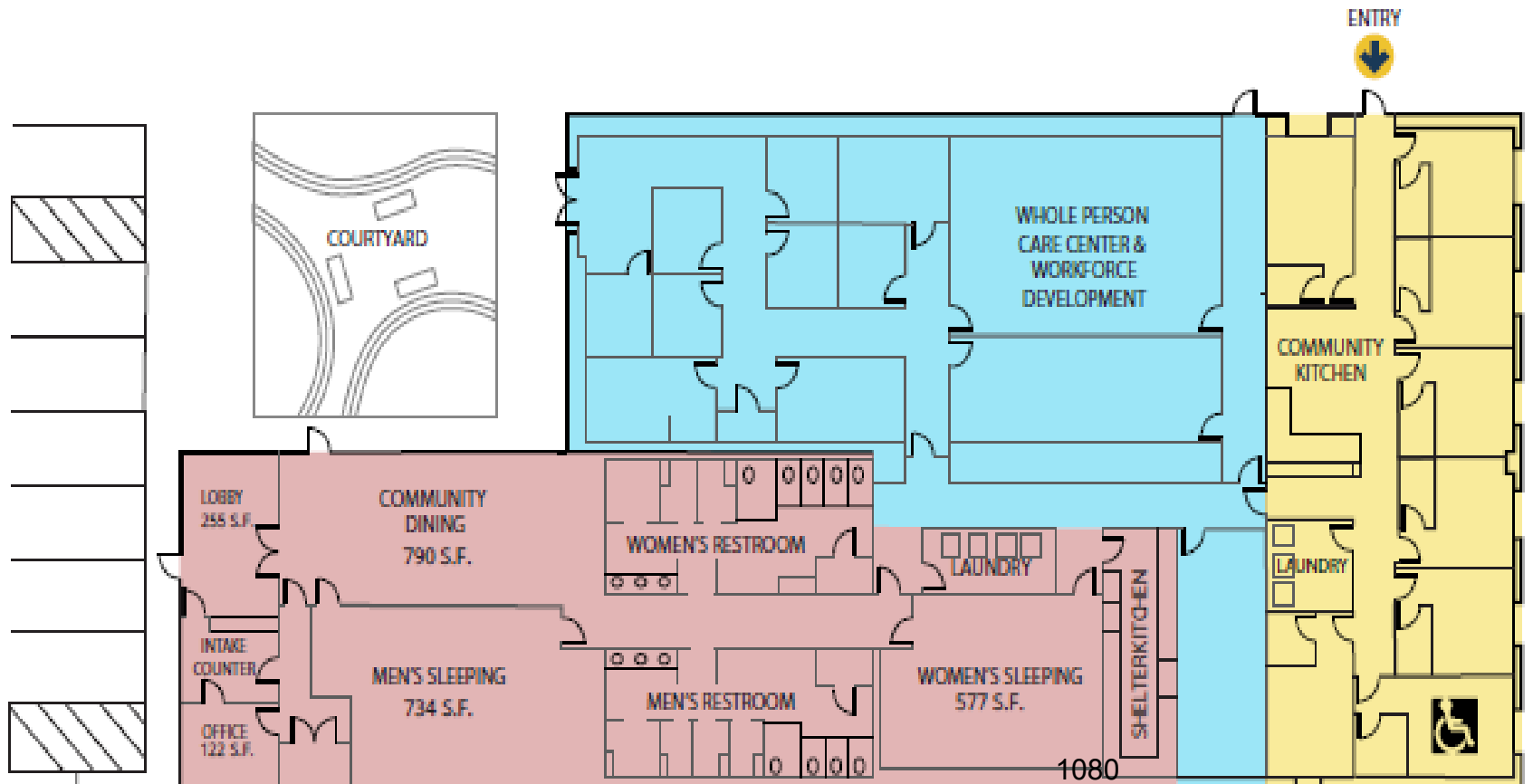
Phase II: Transitional Units

HOME RESOURCE CENTER

(HOUSING OPPORTUNITIES MEALS & EMPOWERMENT)
PHASE I, II, III

SAN BENITO COUNTY HOME RESOURCE CENTER, EMERGENCY SHELTER, SERVICE CENTER & TRANSITIONAL HOUSING

1161 SAN FELIPE ROAD



HOME RESOURCE CENTER

(HOUSING OPPORTUNITIES MEALS & EMPOWERMENT)

PHASE I

Monthly Attendance Report

Month	Female	Average Female	Male	Average Male	Total	Total Average
Jan-19	497	16.03	858	27.68	1355.0	43.71
Feb-19	454	16.21	791	28.25	1245.0	43.36
Mar-19	506	16.32	817	26.35	1323.0	42.65
Apr-19	453	15.10	839	27.97	1292.0	43.07
May-19	482	15.55	895	28.87	1377.0	44.39
Jun-19	0	-	0	-	0.0	-
Jul-19	0	-	0	-	0.0	-
Aug-19	0	-	0	-	0.0	-
Sep-19	0	-	0	-	0.0	-
Oct-19	0	-	0	-	0.0	-
Nov-19	0	-	0	-	0.0	-
Dec-19	0	-	0	-	0.0	-
	2,392	15.84	4,200	27.82	6,592	43.43

Total Unduplicated Guests: 238

Total Duplicated Guests: 18,974

Total Meals Provided: 57,151

Obtain Housing: 60

Obtain Employment: 45

WINTER SHELTER PROGRAM

(OPERATED BY HHSA, CSWD)

Dates of Operation: Dec-March.

Total Families Served: 20-30 homeless Families (100+ total household members)

Location: Migrant Center

The Winter Shelter Program provides homeless families with emergency shelter during the cold winter months of December-March. Families pay a \$300 security deposit and up to \$300 monthly rent. These funds are returned at the conclusion of the program to be used to secure permanent housing. A case manager assists families with a transition plan to secure permanent housing. Historically, approximately 50-60% of the families obtain permanent housing. There is usually a waiting list of approximately **100+** families each year.

Annual Cost: \$80,000



HELPING HANDS PROGRAM

(OPERATED BY HHSA, CSWD)

This program is funded by HUD Continuum of Care and provides permanent supportive housing to homeless individuals and families. Clients must be chronic homeless with a documented disability. Case Management and support services are provided to all clients.

A total of 12 units are leased for a total household members of 21.

Funds have been received from HUD for the last 6 years.

Annual Cost: \$242,000



WHOLE PERSON CARE (WPC)

(OPERATED BY HHSA, CSWD)

Supportive Services
Housing Assistance, Transportation Assistance
Whole Person Care

Individual Assessment
Navigation Team
Case Managers/Advocates
Data Coordinator

Multi-service Team

Enrollments:	44
Active:	24
Housed:	6
ER Reduction:	16%
Hospitalization Reduction:	40%

Annual Budget: \$900,000



CALWORKS HOUSING SUPPORT PROGRAM (HSP)

(OPERATED BY HHSA, CSWD)

This program provides Rapid Re-housing services to CalWORKs homeless families. The program provides rental assistance of up to 12 months, security deposit, utility assistance, emergency assistance, case management and support services. Approximately 40 families have been housed over the last 3 years.

Total Families: 10-16 Annually

Annual Budget: \$166,000



RAPID REHOUSING

EMERGENCY SOLUTIONS GRANT (ESG)
(OPERATED BY HHSA, CSWD)

Rapid Rehousing is a program that offers short-term rental subsidies (6 months) with tailored case management and supportive services for homeless individuals or families.

Total Clients: 10-14

Annual Budget: \$95,000



HOUSING & DISABILITY ADVOCACY PROGRAM

(HDAP) (OPERATED BY HHSA)

This program assists disabled individuals who are experiencing homelessness apply for disability benefit programs while also providing housing assistance and supportive services

Total Clients: 30-40

Annual Budget: \$75,000



HOTEL VOUCHERS

(OPERATED BY HHSA, CSWD)

This program provides hotel vouchers to homeless individuals/families for a period of up to 3 nights.

Families, elderly and disabled clients are given priority.

Total Clients: 25-403

Annual Budget: \$15,000



TRANSPORTATION ASSISTANCE

(OPERATED BY HHSA, CSWD)

Transportation tokens are available to low-income residents including Homeless individuals. Transportation tokens can be used to attend on-site meetings or other appointments and are available at the CSWD.

Total Clients: 200
Annual Budget: \$3,000



HOMELESS SERVICES FUNDING SECURED

Program	Annual Budget	Over last 5 years	Notes
HOME Resource Center	\$617,000	\$1,234,000	2 yr in operations
Winter Shelter Program	\$80,000	\$400,000	
Helping Hands Program	\$240,000	\$1,200,000	
Whole Person Care	\$900,000	\$2,250,000.0	2.5 yrs. In operations
CalWorks HSP	\$166,000	\$664,000	4 yrs. In operations
Rapid Rehousing	\$95,000	\$285,000	3 years in operations
Hotel Vouchers	\$15,000	\$75,000	
Transportation Asst.	\$3,000	\$15,000	
HOME Resource Center	\$1,500,000	\$3,000,000	Construction Costs
HOME RC Transitional Units	\$1,450,000	\$1,450,000	One time funding
Homeless Emergency Asst. Prog	\$1,871,098	\$1,871,098	One time funding
Homeless Advocacy Disability Prog	\$75,000	\$150,000	2 year program
Beautification Project	\$20,000	\$40,000	funded for 2 years
Tenant Based Rental Assistance	\$500,000	\$1,000,000	Funded twice
TOTALS	\$7,532,098	\$13,634,098¹⁰⁹⁰	

OPPORTUNITIES



- Partnerships/Collaborations: City of Hollister, School districts, City of San Juan Bautista, CBO's...
- City of Hollister to Prioritize homeless programs for future CDBG Applications and other funding opportunities
- Need for a Day Service Center
- San Benito County HHS (CSWD) will continue with proactive fund development efforts
- Implementation of SBC's First Time Home Buyers Program grant received- \$1,100,000
- Active engagement with the Local Homeless Planning Committee- **Next Meeting: July 8, 2 pm**
- City of Hollister has made contribute for the last three years (\$50K, \$25K and \$130K) to the HOME RC. To continue with Annual contributions for the operations of the HOME Resource Center.



QUESTIONS



JUNE 11, 2019



**SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM**

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 49.

MEETING DATE: 6/11/2019

DEPARTMENT: BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER:

SBC DEPT FILE NUMBER: 119

SUBJECT:

BOARD OF SUPERVISORS

Chair to Appoint a Board Member to the Mobility Partnership Committee.
SBC FILE NUMBER: 119

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Chair to Appointment a Board Member to the Mobility Partnership Committee.

ADDITIONAL PERSONNEL:



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 50.

MEETING DATE: 6/11/2019

DEPARTMENT: COUNTY ADMINISTRATION OFFICE

DEPT HEAD/DIRECTOR: Ray Espinosa

AGENDA ITEM PREPARER: Dulce Alonso

SBC DEPT FILE NUMBER: 119

SUBJECT:

COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Receive an update from the Resource Management Agency on Public Works Division Federal Aid Highway Bridge Program.

SBC FILE NUMBER: 119

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

Highway Bridge Program Overview

The Highway Bridge Program (HBP) is a safety program providing federal-aid to local agencies to replace and rehabilitate deficient locally owned public highway bridges or complete preventive maintenance on bridges that are not deficient. The HBP program includes eligibility requirements, reimbursable scopes of work, and specific general programming process. HBP functions as an avenue to remove structural deficiencies from existing local highway bridges to keep the traveling public safe. The HBP goal is to keep local highway bridges in good condition through a preventive maintenance program and to fix bridges that are in fair condition.

Through HBP, local agencies assume full liability for the safety of their bridges and eligibility of participating costs of their projects. The local agency role is the project manager and is responsible for all aspects of the project, assuming full liability for the safety of their bridges and eligibility of participating costs of their projects. There are program guidelines and procedures that must be followed outlined in the Bridge Preventive Maintenance Program (BPMP) Guidelines and the processes in the Local Assistance Procedures Manual (LAPM). Local Agency must request funding approval from Caltrans and attend strategy meetings, ensure environmental compliance, prepare Plans, Specifications, and Estimate (PS&E), advertising and administering the construction contracts.

San Benito County Highway Bridge Program

The County is working with a consultant to oversee the HBP projects. The County currently has eight active projects with a targeted construction date of construction listed below:

1. BRLKS-NBIL(501) Hospital Road Low Water Crossing:
 - Target Date Begin to End Construction: Feb/Mar 2020 to Dec 2021.

2. BRLS-5943(043) Union Road Bridge Replacement:
 - Target Date Begin to End Construction: Jul/Aug 2021 to Sept 2023.

3. BRLS-5943(056) Panoche Road Bridge Replacement:
 - Target Date for Begin to End Construction: Jul/Aug 2022 to Sept 2023.

4. BRLS-5943(062) Anzar Road Bridge Replacement:
 - Target Date for Begin to End Construction: Nov/Dec 2020 to Jan 2022.

5. BRLO-5943(055) Rosa Morada Bridge Replacement:
 - Target Date for Begin to End Construction: Apr/May 2021 to June 2022.

6. STPLX-5943(057) Shore Road and San Felipe Road - Bridge Rail
 - Target Date for Begin to End Construction: Aug/Sept 2019 to Dec 2019.

7. BRLO-5943(054) Rocks Road Bridge Replacement:
 - Target Date for Begin to End Construction: Jun/Jul 2021 to Aug 2022.

8. BRLO-5943(063) Limekiln Road Bridge Replacement
 - Target Date for Begin to End Construction: Jan/Feb 2021 to Sept 2022.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Receive an update from the Resource Management Agency Engineering Consultant Public Works Division Federal Aid Highway Bridge Program.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
County of San Benito Federal Aid Highway Bridge Program	6/6/2019	Cover Memo
Highway Bridge Program: Local Assistance Program Guidelines	6/6/2019	Cover Memo

County Of San Benito
Resource Management Agency - Public Works Division
Federal Aid Highway Bridge Program (HPB)
Status Summary - June 2019

PROJECT			PROGRAM STATUS	TARGET CONSTRUCTION DATE		PROGRAM COSTS	
COUNTY PROJECT NO.	NAME, LOCATION, WORK DESCRIPTION	(PHASE)	ADVERTISE	CONSTRUCTION	CONSTRUCTION (\$X1,000)	TOTAL PROJECT COST (\$X1,000)	
1	RF 37-709 1) Shore Road Bridge Over Tequisquita Slough Overflow East of Frazier Lake Road and West of Lake Road & 2) San Felipe Road Bridge Over Branch Of Santa Ana Creek North of SR 156 and South of Bolsa Road: • Replace Bridge Railings	CON	May-2019	Aug/Sep-2019	\$771	\$887	
2	RF 09-672 Hospital Road Bridge Over San Benito River West of Southside Road And East of Cienega Road: • Replace 2 Lane Low Water Crossing With New 2 Lane Bridge	PE,R/W	Oct-2019	Feb/Mar-2020	\$14,688	\$17,003	
3	RF 25-695 Union Road Bridge Over San Benito River, East of Cienega Rd And South Of San Benito Street: • Replace 2-lane Bridge With 2-Lane Bridge	PE,R/W	Apr/May-2021	July/Aug-2021	\$34,808	\$39,505	
4	RF 24-694 Anzar Road Bridge Over San Juan Creek, 0.35 Mile West Of San Juan Hwy: • Replace 2-lane Bridge With 2-Lane Bridge	PE,R/W	Aug/Sep-2020	Nov/Dec-2020	\$1,526	\$2,214	
5	RF 08-662 Limekiln Road Bridge Over Pescadero Creek, 0.1 Mie South Of Cienega Road: • Replace 1-lane Bridge With 2-Lane Bridge	PE,R/W	Oct/Nov-2020	Jan/Feb-2021	\$1,625	\$2,372	
6	RF 34-706 Rosa Morada Road Bridge Over Arroyo Dos Picachos Creek, 0.6 Miles East Of Fairview Road And West of Jarvis Lane: • Replace 1-lane Bridge With 2-Lane Bridge	PE,R/W	Jan/Feb-2021	Apr/May-2021	\$2,265	\$3,329	
7	RF 33-705 Rocks Road Bridge Over Pinacate Rock Creek, East of Little Merrill Road: • Replace 1-lane Bridge With 2-Lane Bridge	PE,R/W	March/April-2021	June/July-2021	\$2,265	\$3,667	
8	RF 28-698 Panoche Road Bridge Over Tres Pinos Creek, 12 Miles West of Little Panoche Road or 15 miles East of State Route 25: • Replace 1-lane Bridge With 2-Lane Bridge	PE	Apr/May-2022	July/Aug-2022	\$3,745	\$4,825	
NON-ACTIVATED PROGRAMMED PROJECTS (TO BE STARTED)							
9	Panoche Road Bridge Over Tres Pinos Creek, 6 Miles East of SR25: • Scour Countermeasure						
TOTAL ACTIVE PROJECTS =					\$61,693	\$73,802	

PE = Preliminary Engineering (Including Environmental)
R/W = Right Of Way (Including Utility Relocation)
CON = Construction (Including Construction Engineering)

Chapter 6 Highway Bridge Program

CONTENTS

	SECTION	PAGE
6.1	Introduction.....	1
	Definition of Terms.....	1
	HBP Website.....	5
	Eligibility Requirements for HBP Funds.....	5
	Applying for HBP Funds.....	5
6.2	Roles And Responsibilities.....	6
	Local Agency.....	6
	Caltrans, District Local Assistance Engineer.....	7
	Caltrans, Structures Local Assistance.....	7
	Caltrans, Office of Federal Programs.....	8
	Caltrans, Office of Project Implementation.....	8
6.3	Reimbursable Project Scopes.....	8
	Bridge Inspection Program.....	8
	Local Seismic Safety Retrofit.....	9
	Bridge Rehabilitation.....	12
	Bridge Replacement.....	12
	Bridge Painting.....	13
	Scour Countermeasure.....	13
	Bridge Preventive Maintenance Program.....	14
6.4	Eligible Costs.....	14
	Participating Cost Limits.....	14
	Approach Roadway Work.....	14
	Preliminary Engineering Costs.....	14
	Contingency Including Supplementary Work Costs.....	15
	Construction Engineering Costs.....	15
	Architectural Treatments.....	15
	Environmental Mitigation.....	15
	Replaced Bridges to Remain In Place.....	16
	Railroad Car Bridges.....	16
	Seismic Safety Retrofit Projects with Different Scope.....	17
	Bicycle and/ or Pedestrian Access.....	17
	Temporary Bridges.....	18

Highway Bridge Program

Limited HBP Participation in Replacement Projects18

Special Historic Bridge Work18

6.5 Design Standards19

 Basic No-Collapse Standards19

 Exceeding Minimum AASHTO Standards20

 Establishing Bridge Geometrics20

 HBP One Lane Bridge Policy20

6.6 Application Process21

 Application Period22

 Application Requirements22

 Optional SLA Review of Application22

 Project Prioritization Policy23

6.7 Project Programming Policy and Procedure24

 Policy24

 Procedure24

 Programming Tools to Advance Projects26

 Project Ranking Policy27

 Annual Project Survey30

 High Cost Projects Programming Policy30

 Bridge Investment Credit32

6.8 Project Implementation35

 Mandatory Field Reviews for Local Seismic Safety Retrofit Projects35

 Mandatory Strategy Meetings for Local Seismic Safety Retrofit Projects35

 Cost/Scope/Schedule Changes37

 Optional Cursory PS&E Review37

 Proceeding to Final Design38

 Scope Changes during Final Design38

 Construction Change Orders38

 Project Closure during PE39

6.9 Major deficiencies (from SI&A Sheet)39

 Scour Potential39

 Structural Deficiency-SD, and Sufficiency Rating-SR Defined39

6.10 References40

EXHIBITS

Exhibits applicable to this Chapter can be found at:

<http://www.dot.ca.gov/hq/LocalPrograms/hbrr99/hbrr99a.htm#forms>

- [Exhibit 6-A HBP Application/Scope Definition Form](#)
- [Exhibit 6-B HBP Special Cost Approval Checklist](#)
- [Exhibit 6-D HBP Scope/Cost/Schedule Change Request](#)
- [Exhibit 6-E Sample Funding Commitment Letter](#)
- [Exhibit 6-F Sample Funding Sheet for Commitment Letter](#)

FIGURE	PAGE
Figure 6-1: Seismic Safety Retrofit Flowchart.....	10
Figure 6-2: Bridge Investment Credit Concept Flowchart	34

TABLE	PAGE
Table: 6-1: HBP Programming Process.....	26

Chapter 6 Highway Bridge Program

6.1 INTRODUCTION

The Highway Bridge Program (HBP) is a safety program that provides federal-aid to local agencies to replace and rehabilitate deficient locally owned public highway bridges or complete preventive maintenance on bridges that are not deficient. This chapter explains eligibility requirements, the reimbursable scopes of work, how to apply for HBP or Bridge Preventive Maintenance Program (BPMP) funding, and the general programming process.

This program is funded by the Federal Highway Administration (FHWA) authorized by United State Code (USC) Title 23. This program is subject to Obligational Authority (OA) limits. See [Local Assistance Program Guidelines \(LAPG\), Chapter 2: Financing the Federal-Aid Highway Program](#), Section 2.2, for more information regarding OA.

The programming of HBP projects is managed through a 15-year plan. This multi-year plan provides the HBP funding to be programmed in the Federal Statewide Transportation Improvement Program (FSTIP). The FSTIP provides four years of HBP programming. See [LAPG Chapter 2: Financing the Federal-Aid Highway Program](#), Section 2.3, for information regarding what type of HBP projects may use the HBP programmed in the FSTIP.

The HBP has many statutory, regulatory, and policy limitations on how funds can be utilized on bridge projects. The purpose of these rules is to ensure that federal funds are dedicated to solving bridge safety problems. Since local agencies are financially accountable for meeting these requirements, it is essential that local agency decision-makers understand these guidelines.

The intent of the HBP is to remove structural deficiencies from existing local highway bridges to keep the traveling public safe. The HBP goal is to keep local highway bridges in good condition through a preventive maintenance program and to fix bridges that are in fair condition. A bridge that is in poor condition must be considered for rehabilitation or replacement.

Local agencies assume full liability for the safety of their bridges and eligibility of participating costs of their projects.

Definition of Terms

AASHTO - American Association of State Highway and Transportation Officials

AC- Advance Construction. The local agencies provide local funds initially to be programmed with a conversion to federal funding at a later time.

ADT- Average Daily Traffic

BIC - Bridge Investment Credit

CEQA - California Environmental Quality Act (1970)

CCO - Construction Change Order

Authorization to Proceed - Federal project funding eligibility approval for a particular phase of work by the Federal Highway Administration.

CFR - Code of Federal Regulations. The CFR are not legislated statutes but do have the force of law.

BIR - Bridge Inspection Report

Bridge - 23 CFR 650.305 defines a bridge as a structure including supports erected over a depression or an obstruction, such as water, highway, or railway, and having a track or passageway for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 feet between under copings of abutments or spring lines of arches, or extreme ends of openings for multiple boxes; it may also include multiple pipes, where the clear distance between openings is less than half of the smaller contiguous opening.

BPMP - Bridge Preventive Maintenance Program. A program to provide federal funding for preventive maintenance for bridges that are in good condition.

DLAE - District Local Assistance Engineer.

E-76 - Electronic Authorization to Proceed

EPSP - Expedited Project Selection Procedures

Fair Condition - When the lowest rating of the 3 National Bridge Inventory (NBI) items for a bridge (Items 58-Deck, 59-Superstructure, 60-Substructure) is 5 or 6, the bridge will be classified as Fair. When the rating of NBI item for a culvert (Item 62-Culverts) is 5 or 6, the culvert will be classified as Fair.

FAST Act - Fixing America's Surface Transportation Act was signed into law by President Obama on December 4, 2015 providing funding for highways, highway safety and public transportation for the six year period 2016-2020.

FHWA - Federal Highway Administration

FSTIP - Federal Statewide Transportation Improvement Program, a four-year list of all state and local transportation projects proposed for federal surface transportation funding with the state. This is developed by Caltrans in cooperation with MPOs and in consultation with local non-urbanized government. The FSTIP, includes FTIPs, which are incorporated by reference and other rural federally funded projects. The FSTIP, including incorporated FTIPs, is only valid for use after FHWA/FTA approval.

Good Condition - When the lowest rating of the 3 NBI items for a bridge (Items 58-Deck, 59-Superstructure, 60-Substructure) is 7, 8, or 9 the bridge will be classified as Good. When the rating of NBI item for a culvert (Item 62-Culverts) is 7, 8, or 9, the culvert will be classified as Good.

High Cost Bridge Project - A bridge project with a Right of Way or Construction phase in excess of \$20 million of federal funds.

LAPG - Local Assistance Program Guidelines manual provides local project sponsors with complete description of the federal and state programs available for financing local public transportation related projects.

Highway Bridge Program

- LAPM** - Local Assistance Procedures Manual describes the processes, procedures, documents, authorization, approvals and certifications, which are required in order to receive federal-aid and/or state funds for many types of local transportation projects.
- Mandatory Seismic Retrofit Program** - The 1989 Mandatory Seismic Safety Retrofit program is a finite list of projects established under the Proposition 1B (Prop 1B) funding program.
- MPO** - Metropolitan Planning Organization.
- NRHP** - National Register of Historic Places. A listing of historically or archaeologically significant sites maintained by each state. The NRHP does not contain all significant sites. It only lists those currently identified and that the owner has allowed to be listed. There are many eligible sites that have not been registered, either because they have not been found or they have not yet been nominated.
- NBI** - National Bridge Inventory. This is an FHWA database containing bridge information and inspection data for all highway bridges on public roads, on and off Federal-aid highways that are subject to the National Bridge Inspection Standards.
- NBIS** - National Bridge Inspection Standards. 23 CFR 650 Subpart C.
- NCHRP** - National Cooperative Highway Research Program. Administered by the Transportation Research Board (TRB) and sponsored by the member departments (i.e., individual state departments of transportation) of AASHTO and FHWA. The NCHRP was created in 1962 to conduct research in acute problem areas that affect highway planning, design, construction, operation, and maintenance nationwide.
- NEPA** - National Environmental Policy Act. Federal environmental law requiring federal agencies to consider the environmental impacts of their action, evaluate least damaging alternatives and ensure decisions are made in the public's best interest based on a balanced consideration of the need for safe and efficient transportation.
- NHS** - National Highway System. Legislative designation of highways that are of national importance.
- Nearly Ready to Advertise** - A project is considered "nearly ready to advertise" when NEPA is clear, ROW will be certified prior to within 6 months of a HBP financially constrained program list and completion of final design plans are at 95% or greater. The ROW certification must be verified with Caltrans ROW staff.
- Non-Participating Cost:** A cost that is included in the project, but is not eligible for Federal reimbursement.
- OFP** - Office of Federal Programs
- OPI** - Office of Project Implementation
- Off System** - Functional classification given to rural and urban local streets and roads, and rural minor collectors, these routes are off the federal-aid system.
- On System** - Functional classification given to all roadways that are on the federal-aid system.

Highway Bridge Program

Participating Costs - A participating cost is an actual project cost paid for by the sponsoring local agency that is eligible for federal reimbursement in compliance with laws, regulations and policies.

PCI - Paint Condition Index is a 0-100 ranking system that utilizes the current paint condition of the various painted steel elements on a bridge. The PCI weighs the quantity and condition states of the various painted elements as well as the importance of that element in the bridge.

PE - Preliminary Engineering phase includes all project initiation and development activities undertaken after its inclusion in the approved FSTIP through the completion of PS&E. It may include preliminary Right of Way engineering and investigations necessary to complete the environmental document.

Prop 1B - Proposition 1B Bond funds to be utilized as local match to HBP for mandatory seismic projects.

PS&E - Plans, Specifications and Estimate.

Poor Condition - When the lowest rating of the 3 NBI items for a bridge (Items 58-Deck, 59-Superstructure, 60-Substructure) is 4, 3, 2, 1, or 0, the bridge will be classified as Poor. When the rating of NBI item for a culvert (Item 62-Culverts) is 4, 3, 2, 1, or 0, the culvert will be classified as Poor.

PM - Preventive Maintenance. See [BPMP Guidelines, December 2015 \(12/23/2015\)](#) to determine eligibility for HBP participation.

Public Road - Any road or street under the jurisdiction of and maintained by a public authority and open to public travel.

Ready to Advertise - A project that has an approved NEPA document, approved Right of Way Certification and PS&E is complete.

RFA - Request for Authorization.

RTPA - Regional Transportation Planning Agency.

R/W - Right of Way. This phase includes the work necessary to appraise and acquire project right of way, relocate individuals or businesses, and revise or relocate utilities.

Scour Critical - A bridge with a foundation element that has been determined to be unstable for the observed or evaluated scour condition. (When the NBI item 113 is 3 or less.)

SHS - State Highway System. The network of public highway systems that is owned and maintained by the California Department of Transportation (Caltrans).

Structurally Deficient (SD) - A classification given to a bridge which has any component in poor or worse condition. (23 CFR 490.405)

SI&A - Structure Inventory and Appraisal

SLA - Caltrans Structures Local Assistance. See Section 6.2.

Sufficiency Rating (SR) - A method of evaluating highway bridge data by a complex formula defined in Appendix B of the National Bridge Inventory Coding Guide.

STIP - State Transportation Improvement Program. The STIP is a five year list of projects proposed in the Regional Transportation Improvement Program. The proposed STIP that are approved and adopted by the California Transportation Commission.

STBGP - Surface Transportation Block Grant Program. A category of federal-aid funding for general purpose transportation uses. See 23 USC 133.

USC - United State Code. The USC is the codification by subject matter of the general and permanent laws of the United States. Title 23 relates to Highways.

VA - Value Engineering Analysis – The systematic process of review and analysis of a project during the concept and design phases, by a multi-disciplined team of persons not involved in the project. For local HBP projects, a VA should be done when either the R/W or construction phase exceed \$40 million of federal funds. See [LAPM Chapter 12: Plans, Specifications, & Estimate](#), Section 12.5 for further procedures.

HBP Website

The HBP website provides information and references for local bridge owners. The website contains training opportunities, links to local agency bridge list, the HBP FTIP/FSTIP Program Lists, various reports, as well as the HBP and BPMP guidelines. The HBP website can be accessed from the following link:

www.dot.ca.gov/hq/LocalPrograms/hbrr99/hbrr99a.htm

Eligibility Requirements for HBP Funds

To be eligible to receive HBP funds, a bridge must be owned and maintained by a California local agency, in the National Bridge Inventory (NBI), be structurally deficient and have a Sufficiency Rating (SR) less than or equal to 80, be seismically vulnerable, scour critical or needs repainting. The information should be obtained from the most current Bridge Inspection Report (BIR) at the time of the application submittal. If a local agency needs to obtain a copy of a BIR, they should contact their DLAE.

Applying for HBP Funds

The steps to initiate and develop a HBP project are discussed throughout this chapter. A local agency should be knowledgeable about their bridge inventory and utilize an asset management system to prioritize their bridges for inclusion into the HBP for rehabilitation or replacement, or into a BPMP Plan list for preventive maintenance.

Agencies that have executed or that have the authority to execute State/Local Federal-Aid Master Agreements with Caltrans may apply for HBP funds. Federal funds provided under these guidelines may only be spent on bridges carrying public highways (including local streets and roads) not included in the State Highway System and not owned by Caltrans.

The following is an overview of the process:

1. The local agency should contact the DLAE to review the program requirements. The DLAE may schedule an optional pre-field review meeting and coordinate with SLA as needed.

2. The local agency sends an application, [Exhibit 6-A: HBP Application/Scope Definition Form](#) for HBP funds or a BPMP plan list and certification letter for preventive maintenance funds to the DLAE.
3. The DLAE reviews the application package for minimum requirements, makes recommendations, and forwards copies of the application to HBP Managers and if requested by the local agency to SLA.
4. HBP Managers will review the candidate project, if it is eligible, the candidate project will be added to the next project prioritization list. HQ HBP Managers will notify the DLAE the project will be prioritized.
5. Once all new eligible candidate projects are prioritized, the funding cutoff line is determined for on system and off system projects. The projects above the cutoff line will be entered and accepted into the HBP database. The projects below the cutoff line will be returned to the DLAE.
6. After the project is adopted into the FTIP by the MPO, the PE funds can be authorized. See [Section 6.7: Project Implementation](#).
7. The DLAE coordinates a field review with the local agency, if required. It may be scheduled after consultants have been retained by the local agency. The scheduling of optional cursory PS&E reviews should be discussed.
8. Work begins on the preliminary design and environmental process.
9. Once the environmental documents are approved, the local agency may commence with final design and proceed with R/W if needed.
10. When the PS&E is 65% complete, the local agency may request that Caltrans perform an optional cursory review of the PS&E. If this service is requested, the PS&E should be sent to the DLAE. The local agency must be clear regarding review deadlines to ensure the project meets the schedule of the local agency.
11. Once R/W is certified and the PS&E package is complete, the local agency may submit the request for construction authorization.
12. The DLAE processes the request for authorization and notifies the local agency of the FHWA approval. The local agency may now advertise the construction project.

6.2 ROLES AND RESPONSIBILITIES

Local Agency

The local agency is the project manager and is responsible for all aspects of the project. They assume full liability for the safety of their bridges and eligibility of participating costs of their projects. The local agency is accountable for how it spends federal funds on eligible projects and is responsible for following these program guidelines, the BPMP Guidelines and the procedures in the LAPM.

The local agency is responsible for requesting Caltrans funding approval for certain participating costs identified in [Exhibit 6-B: HBP Special Cost Approval Checklist](#).

Highway Bridge Program

Those local agencies that are performing their own seismic analysis and design are responsible for developing seismic retrofit projects from start to finish. This includes, but is not limited to, initiating the projects, performing (or overseeing consultant performance of) seismic analyses, presenting the retrofit strategy to Caltrans at mandatory strategy meetings, ensuring environmental compliance, preparing PS&E, advertising and administering the construction contracts.

Caltrans, District Local Assistance Engineer

The DLAE is the point of contact for all local assistance projects. Written communication, includes email, from Caltrans to the local agency that provides official policy direction (including eligibility, scope, or funding decisions) to the local agency will be from the DLAE. Copies of all written correspondence and appropriate email will be kept in the DLAE project files.

The DLAE is responsible for providing expertise in understanding these program guidelines and the federal process as documented in the LAPM and the LAPG. The DLAE is also responsible for ensuring that all “official” written (including e-mail) controversial correspondence to local agencies is copied to the HBP Managers and the Office of Project Implementation. Controversial correspondence includes any denial of funds to a local agency or an action on the part of Caltrans that delays the construction authorization of a local HBP project.

The DLAE is to coordinate all Caltrans internal activities for local assistance projects. The DLAE is pro-active in ensuring that local agencies are aware of HBP scoping issues and offering help to local agency to resolve those issues. The DLAE is to utilize the HBP Managers, Office of Project Implementation, SLA, District geometricians, District R/W and Environmental experts, and be familiar with the standards and AASHTO references identified in [LAPM Chapter 11: Design Guidance](#).

The DLAE is also responsible for ensuring that local agencies are aware of all Caltrans services available to local agencies that can improve the quality and timely delivery of HBP projects.

For current names, addresses, and email addresses, see the DLAE website:

<http://www.dot.ca.gov/hq/LocalPrograms/dlae.htm>.

Caltrans, Structures Local Assistance

SLA provides and coordinates technical services related to bridge projects in the areas of field reviews, feasibility studies, cost estimation, inspection, design, analysis, construction, consultant selection and contracting, including expertise in explaining these program guidelines. SLA works directly with local agency staff and management after coordination with the DLAE. However, all Caltrans official correspondence to local agencies is transmitted through the DLAE and HBP Managers.

SLA, at the request of the DLAEs, is responsible for working with local agencies in promoting the HBP and helping local agencies identify deficient bridges. SLA, in this function, should also promote the above mentioned services to improve the quality and timely delivery of local HBP projects.

Note: When SLA receives questions regarding bridge inspections, SLA may forward the questions to the appropriate bridge inspection engineering staff (either Caltrans staff or local agency staff authorized to inspect bridges).

Caltrans, Office of Federal Programs

HBP Managers work in this office and this office is responsible for:

- Prioritizing new HBP applications according to policy.
- Programming funds for local agency projects.
- Approving special costs identified in [Exhibit 6-B: HBP Special Cost Approval Checklist](#).
- Managing the statewide Local HBP apportionment fund balance.
- Establishing program policy and procedures to maximize the use of federal funds and comply with federal requirements.
- Working with the DLAE and SLA to resolve difficult project related policy issues.
- Conducting program reviews to determine local agency compliance with federal and State laws, regulations, and policy.
- High Cost Bridge Projects.

Caltrans, Office of Project Implementation

This office is responsible for the actual authorization of federal funds and the development of program supplemental agreements on projects processed by the DLAE.

It is the responsibility of this office to ensure that federal funds are authorized on projects in compliance with the LAPM. The OPI relies on information provided by the HBP Managers and the DLAE regarding the amount of participating HBP funds on a project. Funds authorized on a project shall not exceed amounts programmed in the HBP program lists.

6.3 REIMBURSABLE PROJECT SCOPES

Local agencies that develop HBP projects are required to ensure their projects are cost-effective and that the project scope address the bridge deficiencies. The three general project scopes participating under the HBP are bridge rehabilitation, replacement and seismic safety retrofit. However, the HBP does allow some limited stand-alone project scopes for painting, scour countermeasure and local seismic safety retrofit.

Bridge Inspection Program

The Bridge Inspection Program is a federally mandated program established under 23 USC 144(b), 23 USC 144(d), and 23 USC 151.

The intent of the program is to:

- Establish an inventory of bridges carrying public highways.
- Help local agencies manage their bridges.
- Identify safety problems related to bridges.

Highway Bridge Program

Generally, each bridge in the State carrying a public highway that has a minimum span greater than 20 feet is inspected every two years. Caltrans maintains the master bridge inventory for the State. The statewide inventory of bridges is available from the HBP website. Whenever a bridge is inspected, the owner of the bridge is sent a bridge inspection report that discusses the health of the bridge including recommended maintenance work. The report also includes a SI&A sheet. The SI&A sheet provides all the detailed ratings required by federal law.

Local agencies may request copies of the bridge inspection reports from the DLAE or SLA. Agencies that inspect their own bridges should work with their own inspection departments to acquire the reports.

A “deficient” bridge is defined as being in poor condition or structurally deficient.

When developing a rehabilitation or replacement strategy for a bridge it is necessary to understand the current deficiencies with the bridge to develop an appropriate scope of work that resolves the deficiencies of the bridge.

Local Seismic Safety Retrofit

The purpose of this scope of work is to address local bridge seismic safety concerns of publicly owned bridges that may be in danger of collapse under a maximum credible earthquake. There are two types of seismic safety retrofit projects, Mandatory and Voluntary.

The 1989 Mandatory Seismic Safety Retrofit program is a finite list of projects established under the Proposition 1B (Prop 1B) funding program. The funds for these projects are a combination of HBP and Prop 1B as the local match. New projects cannot be added to this list and are Voluntary.

For Voluntary Seismic Safety Retrofit projects when a local agency has new information about a bridge such as a new fault or vulnerability, and if they perform self-funded seismic analysis calculations that shows a potential for collapse of the bridge under a maximum credible earthquake, they should submit the analysis to Caltrans for review. If Caltrans concurs with the submitted document, a voluntary seismic retrofit project may be programmed under HBP for further analysis and possible retrofit. Once the voluntary seismic retrofit project is programmed, the process is identical to the Mandatory Seismic Safety Retrofit projects. See the Seismic Safety Retrofit flowchart below for an overview of the necessary processes.

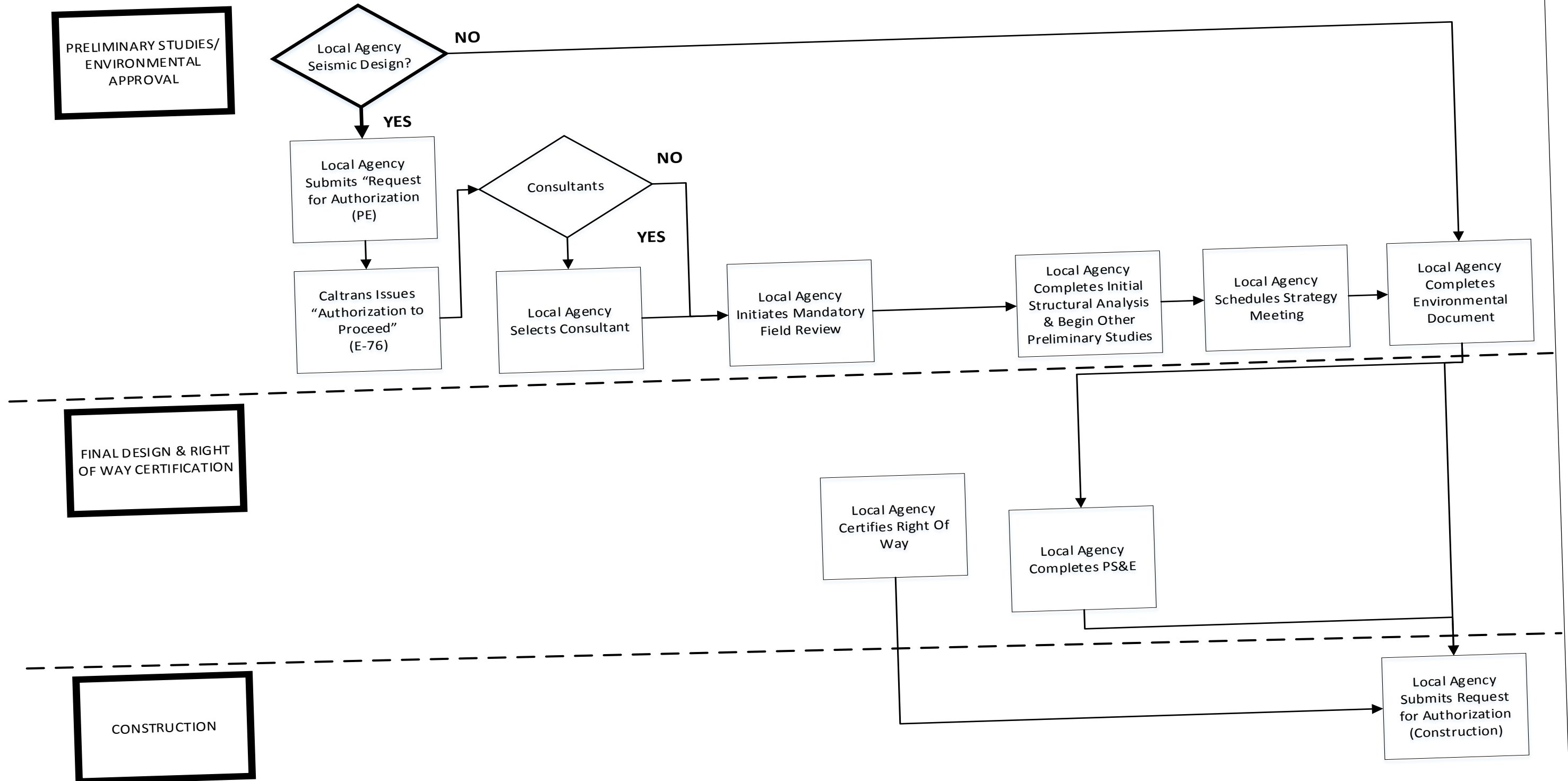


Figure 6-1: Seismic Safety Retrofit Flowchart

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Bridge Rehabilitation

Bridges must be rated SD with a $SR \leq 80$ to be eligible candidates for rehabilitation. See the HBP website for instructions on determining SD and SR. All deficiencies of the bridge shall be reviewed to determine the project scope. See Section 6.9 regarding how the ratings are derived from the bridge inspection report data.

1. Rehabilitation funding is for major reconstruction of a bridge to meet current standards anticipating the transportation needs for a minimum of 10 years into the future. The development of a rehabilitation project shall correct major deficiencies including structural problems, load capacity improvement, bridge deck replacement, deficient deck geometry, seismic deficiencies, scour problems, and painting. Major reconstruction not triggered by the above deficiencies is not participating. (23 CFR 650.405(b)(2))
2. Constructing additional lanes (including turn lanes) on an existing bridge requires approval by the HBP Managers. Local agencies shall raise this issue for Caltrans review through the DLAE by providing supporting documentation demonstrating the need for widening. Supporting documentation may include discussion of specific AASHTO standards, planning studies, and master plans developed by MPOs or RTPAs. Discussion of proposed widening (including construction schedule) of the transportation corridor shall also be included if the corridor has not yet been widened to current standards.

Local agencies must have prior RTPA approval to program the capacity increasing project into the HBP.

3. Bridge replacement may be an appropriate “rehabilitation” option if a detailed cost analysis shows that replacement is the most cost-effective solution. HBP Managers’ prior approval is required to ensure the cost analysis is HBP eligible. Cost-effectiveness studies may include life cycle cost analysis. SLA written concurrence is required for bridge replacement projects where the $SR > 50$. Concurrence must be obtained prior to approving the environmental documents and proceeding with final design and R/W. The local agency shall discuss the level of detail in the cost analysis with SLA prior to its development. The level of detail will vary on a case-by-case basis. In cases where rehabilitation is not constructible or where the cost-effectiveness is self-evident, the detailed cost analysis may not be required, but SLA concurrence will still be required. HBP Managers concurrence is required prior to SLA written concurrence to the DLAE.
4. The cost comparison between rehabilitation and replacement shall not be the sole factor in deciding the best alternative. In special cases where the best alternative is not the most cost-effective, HBP eligibility approval shall be elevated to the HBP Managers through the DLAE.

Bridge Replacement

1. Bridges must be rated SD with the $SR < 50$ to be eligible candidate for replacement.
2. Even though a bridge may be eligible for replacement, rehabilitation shall still be considered to ensure the most cost-effective solution is selected. When appropriate, a

cost analysis should be included in the local agency's project file. The SR, by itself, shall not be the sole justification for bridge replacement. HBP Managers' prior approval is required to ensure the cost analysis is HBP eligible.

Bridge Painting

The purpose of this scope of work is to help local agencies fund eligible bridge painting projects as a stand-alone scope of work when the local agency does not wish to rehabilitate or replace a subject bridge.

1. The PCI for a bridge must be 65 or less, or SLA must provide concurrence for a bridge painting project to participate in the HBP. The PCI is available from the bridge inventory listing from the HBP website:
<http://www.dot.ca.gov/hq/structur/strmaint/local/localbrlist.pdf>
2. Minor rehabilitation of corroded structural members is an eligible participating cost under stand-alone paint projects. The cost of the rehabilitation effort shall not exceed 10 percent of the cost of the painting project (paint contract items only).
3. The costs of resolving major deficiencies causing the bridge to be SD are not participating in a painting project. If the bridge is SD with SR<80, rehabilitation should be considered prior to the development of a painting project. Background information supporting this consideration should be documented in the local agency's project file.
4. HBP funded bridge painting is for major scopes of work. Minor spot painting is considered preventive maintenance and is not participating work under the HBP. Minor spot painting can be programmed under the BPMP.

Scour Countermeasure

The purpose of this scope of work is to help local agencies implement scour countermeasures as a stand-alone scope of work when the local agency does not wish to rehabilitate or replace a subject bridge.

1. To receive funds the bridge must have a rating of NBI Item 113 ≤ 3 or SMI Hydraulics must provide a recommendation that scour countermeasure is necessary.
2. The participating cost of a scour countermeasure project is limited to installation of monitoring devices and/or modifying the bridge foundation or bank protection to resist scour damage. The repair of damage caused by scour without mitigating the scour problem is considered maintenance work and is not participating.
3. Correcting major deficiencies on a bridge is not a requirement of a scour countermeasure project. If the bridge is eligible for rehabilitation or replacement it should be considered prior to the development of a scour countermeasure project.
4. Scour countermeasure projects utilizing HBP funds must be designed to HEC-23 and SM&I has to be able to change the NBI 113 code to not be scour critical.

Bridge Preventive Maintenance Program

The purpose of program is to help local agencies fund bridge preventive maintenance work to keep their bridges in good condition. There are specific requirements for a local agency to request funding for BPMP projects, but the total cost of the proposed work needs to exceed \$100,000 for programming purposes. The BPMP has separate guidance that can be found on the HBP website that layout the requirements and timelines for submittal. Once programmed, BPMP projects follow the policy found in this chapter. See [BPMP Guidelines](#) for preventive maintenance requirements.

6.4 ELIGIBLE COSTS

Participating Cost Limits

To ensure the purpose of the HBP is being fulfilled by local agency projects, certain costs and types of work have participation limits. These limits apply to all projects funded under this chapter. See [Exhibit 6-B: HBP Special Cost Approval Checklist](#) for a summary of participating costs that require specific HBP Managers approval.

Approach Roadway Work

Federal participation for approach roadway shall be limited to the minimum necessary to make the facility operable consistent with current design standards. The approach roadway length is measured from the bridge abutment to the touchdown on the existing roadway alignment. The approach length from each abutment in excess of 200ft for on federal-aid system projects and 400ft for off federal-aid system projects requires advance approval by the HBP Managers. The HBP eligible approach roadway width will match the HBP eligible bridge width.

The following quote from the CFR identifies work that is not eligible for participation under the HBP:

"23 CFR 650.405(2)(c) Ineligible work. Except as otherwise prescribed by the Administrator, the costs of long approach fills, causeways, connecting roadways, interchanges, ramps, and other extensive earth structures, when constructed beyond the attainable touchdown point, are not eligible under the bridge program."

Preliminary Engineering Costs

HBP funds may not be used for general feasibility or general transportation corridor planning studies even if federally deficient bridges are on a corridor being studied for improvement. HBP participation in PE is for the development of specific HBP projects where the local agency is required to deliver a construction project.

Typical PE costs run 15-18% of bridge construction costs and Federal participation of total PE costs is limited to actual costs up to 25% of the estimated participating construction cost (excluding construction engineering and contingency). Participation beyond 25% must be approved by the HBP Managers.

HBP participation in consultant contract management and quality assurance costs shall not exceed 15% of a consultant's total charges.

For exceptions, local agencies must submit a justification in writing to the DLAE. The DLAE will review the request, provide recommendations and forward to the HBP Managers for approval.

For additional information, see [LAPM Chapter 3: Project Authorization](#), Section 3.1, for eligible participating work.

Contingency Including Supplementary Work Costs

HBP participation in Contingency and Supplementary Work in the planning phase of a project should not exceed 25% of the participating construction contract item costs. Contingency and Supplementary Work in the final engineer's estimate must not exceed 10% of the participating construction contract item costs, unless approved by the HBP Managers.

Construction Engineering Costs

HBP participation in total Construction Engineering must not exceed 15% of the participating construction contract item costs, unless approved by the HBP Managers. Local agencies must contact the DLAE for assistance.

Architectural Treatments

Architectural treatments (decorative fascia, tile work, architectural lighting, exotic bridge railing, belvederes etc.) generally are not participating. Location, public input, availability of funds, and cost-effectiveness play a role in the determination of HBP participation.

Architectural treatments should not exceed 2% of the total construction contract item cost. Local agencies are required to justify architectural treatments in their project files for future audits.

Local agencies shall notify the DLAE to request HBP participation of architectural treatments.

Environmental Mitigation

HBP projects and funds are to be used for the purpose of bridge safety. The environmental mitigation funding on a HBP project must relate to the purpose and need for taking care of the original bridge deficiencies and environmental mitigation beyond this may not be eligible. HBP funds can be used to reimburse local agencies for environmental mitigations for which the mitigation proposed actually results from the bridge project. Mitigations beyond the bridge project limits will require approval of the HBP Managers prior to sign off of the environmental document. The Caltrans District local assistance Senior Environmental Planner (SEP) is responsible for advising local agencies, the DLAE and the HBP Managers when proposed mitigation is excessive and/or if any of their mitigation may not be reimbursed with HBP funds.

HBP funds may be used for mitigation measures necessary to mitigate adverse impacts when the DLAE, HBP Manager and SEP mutually determines that:

- The impacts for which the mitigation is proposed actually result from the Administration action; and

- The proposed mitigation represents a reasonable public expenditure after considering the impacts of the action and the benefits of the proposed mitigation measures.

The following items may be considered eligible for HBP funding:

- Mitigation that is accomplished within the scope of the project.
- Plant establishment and monitoring up to five years to allow for the permanent establishment of plants. The funding of plant establishment may be accomplished using an escrow account. Plant establishment and monitoring longer than three years must be approved by the SEP, DLAE and HBP Manager.
- Other participating mitigation, such as land bank mitigation purchases, may be required and must be documented in the NEPA documents and be approved by FHWA.

Federal funds (including HBP funds) may not be used for:

- Endowment funds for biological monitoring or maintenance activities in perpetuity;
- Maintenance work. Maintenance is the fiscal obligation of the local agency.

Local agencies should contact the DLAE and SEP for detailed discussion and field review to scope appropriate mitigation strategies. The DLAE will work with the District environmental reviewer and the HBP Managers to resolve difficult issues.

Replaced Bridges to Remain In Place

Sometimes when a bridge is replaced with a new bridge on a new alignment but on the same corridor, the old bridge does not need to be demolished. The old bridge can remain in place to carry pedestrian and bicycle traffic. The old bridge may not be rehabilitated with HBP funds unless it is of historical significance and is limited to the estimated cost of removal.

The CFR provides the legal background and an additional example:

23 CFR 650.411(c)(2) Whenever a deficient bridge is replaced or its deficiency alleviated by a new bridge under the bridge program, the deficient bridge shall either be dismantled or demolished or its use limited to the type and volume of traffic the structure can safely service over its remaining life. For example, if the only deficiency of the existing structure is inadequate roadway width and the combination of the new and existing structure can be made to meet current standards for the volume of traffic the facility will carry over its design life, the existing bridge may remain in place and be incorporated into the system.

Proposed work outside these examples requires HBP Managers approval. The local agency is responsible for requesting Caltrans approval.

Railroad Car Bridges

Permanent installation of railroad car bridges is not HBP eligible. Temporary railroad car bridges required for construction will be eligible.

The basis for not allowing HBP participation in the permanent installation of railroad car bridges is the following:

- It is very difficult for an engineer to certify that the structural members can meet Caltrans/AASHTO structural design standards.

- It is difficult to establish material properties.
- There are potential problems associated with meeting AASHTO minimum geometrics.
- It is expensive to inspect railroad car bridges due to the number of structural elements and welds.

Local agencies are encouraged to consider slab deck bridges as an appropriate cost-effective alternative.

Seismic Safety Retrofit Projects with Different Scope

A local agency may decide to develop a construction project that is more extensive than that approved at the strategy meeting. For example, a local agency may choose to replace a bridge when the strategy meeting recommended retrofit. Agencies may also expand the retrofit project to design to a higher performance standard than no-collapse, or to include bridge rehabilitation to address general bridge deficiencies. When these situations occur, the local agency is responsible for the extra cost beyond the program's committed funding towards the no-collapse retrofit project as recommended by the strategy. The program's funding commitment is the cost estimate included in the final strategy approval document. This funding commitment may be increased if additional cost items needed to complete the recommended project are identified by the local agency. Caltrans DLAEs and HBP Managers will review these additional costs. Appropriate costs will be allowed and added to the total project cost.

If a bridge qualifies as an HBP project and the extra work qualifies for HBP program funding, the extra cost may be participating. On combined Mandatory Seismic Safety Retrofit projects, the local agency should take the project to the strategy meeting to establish estimated capital costs for the seismic project. For capital cost of the combined project (R/W and construction), the state will provide the matching funds up to the estimated seismic retrofit cost established at the strategy meeting and the local agency will provide the matching funds to the cost in excess of the seismic cost.

Bicycle and/ or Pedestrian Access

HBP funds are eligible to accommodate bicycle and pedestrian access on replacement and/ or rehabilitation bridge projects, however the funds will be reimbursed at the minimum AASHTO Standard Specification for Highway Bridges, or Caltrans Highway Design Manual design standards for bicycle and pedestrian facilities which is typically 6 feet. When a bridge is being replaced or going under major reconstruction with HBP funds, replacing bicycle and pedestrian facilities in-kind, or providing new bike and pedestrian facilities as needed for consistency with the existing corridor is eligible for HBP funds. In addition, HBP funds can be used to provide bicycle and pedestrian access on bridges that are within corridors that have adopted bicycle and pedestrian corridor plans. The adopted bicycle and/or pedestrian plan must be included with the HBP application.

If a local agency disagrees with an eligibility determination and is unable to reach agreement with the HBP Program Managers. The local agency may appeal HBP eligibility determinations by following the dispute resolution process as outlined in Section 20.4 of Chapter 20 of the LAPM.

For rehabilitation projects, HBP may participate in the widening when other major deck reconstruction or lane/shoulder widening is needed. (Costs for bridge widening for bicycle facilities only are not participating.)

New bicycle facilities must be identified as “betterments” in the HBP application ([Exhibit 6-A: HBP Application/Scope Definition Form](#)) and must be justified. The justification must show that the betterments are needed by the community and are appropriate for the location.

Temporary Bridges

If a project is programmed and a bridge collapses, the HBP may participate in the installation and rental of a temporary bridge for up to three years. Rental costs exceeding three years will not be HBP reimbursable. Special covenants shall be included in the E76 and program supplemental agreement to this effect.

All NEPA documents must be approved according to the standard process ([LAPM Chapter 6: Environmental Procedures](#)). Additionally, the installation of the temporary bridge shall not preclude other more cost-effective bridge replacement options. In essence, the scope of the final project shall be determined prior to the installation of the temporary bridge.

The basis of this eligibility determination is that the work to install the temporary bridge is simply an advance of the detour work needed for the final bridge replacement construction. These participating costs would have occurred anyway; therefore, the costs are participating.

Limited HBP Participation in Replacement Projects

When an agency intends to design a bridge project beyond the recommended standards or intends a betterment in a design element (i.e. sidewalks exceeding the 6-foot minimum) or when a bridge is eligible for replacement and a cost analysis shows that a rehabilitation alternative is more cost-effective, the HBP may participate in the project up to the costs of a minimum standard project as in the rehabilitation project (support and capital costs) with the local agency using other funds for the remainder. Other funds could be but not limited to STBGP, STIP, or local funds. Note that federal funds may not be used to match federal funds.

Special Historic Bridge Work

It is the intent of the HBP to place value on maintaining the historic integrity of qualifying historic bridges. The requirements associated with bridge rehabilitation and replacement apply to this section, except where discussed below.

1. A “historic bridge” is a bridge that is listed on or eligible for listing on the National Register of Historic Places. This data may be downloaded from the Structure Maintenance website at <http://www.dot.ca.gov/hq/structur/strmaint/historic.htm>. For qualifying bridges, NBI data item 37, Historical Significance, is rated 1 or 2.
2. 23 USC 144(g)(4)(A) authorizes the use of HBP funds for the reasonable costs associated with actions to preserve, or reduce the impact of a HBP project on the historical integrity of a designated bridge.
3. When a rehabilitation project is proposed the local agency shall notify the DLAE to ensure that the proposed work is participating under the HBP. The DLAE will consult

with SLA to ensure all reasonable rehabilitation strategies have been considered. Local agencies will be required to process the appropriate design decisions per [LAPM Chapter 11: Design Guidance](#), as necessary.

4. For a historic bridge replacement project, where a new bridge will be on a new alignment, the historic bridge may be rehabilitated using HBP funds. The participating costs of the rehabilitation shall not exceed the estimated cost of demolition of the historic bridge.
5. A local agency that proposes to demolish a historic bridge for a replacement project with HBP funds shall first make the bridge available for donation to the State, another local agency, or to a private entity. This can be accomplished by notifying the State Historic Preservation Officer, Caltrans, or other cities or counties in the State.

The costs incurred by the local agency to preserve the historic bridge, including funds made available to the receiving entity to enable it to accept the bridge, shall be HBP participating up to an amount not to exceed the cost of demolition. The bridge will no longer be eligible for any federal-aid under Title 23. Local agencies should consider using other federal programs before using HBP for this purpose.

If HBP funds are involved in the preservation of the historic bridge, the donation may only take place if the receiving entity enters into an agreement with the local agency to:

- A. Maintain the bridge and the features that give it its historic significance; and
- B. Assume all future legal and financial responsibility for the bridge, which may include an agreement to hold the local agency harmless in any liability action.

6.5 DESIGN STANDARDS

Standards for local assistance projects are available in [LAPM Chapter 11: Design Guidance](#). Note that the bridge inspection ratings must never be used as design criteria for meeting AASHTO standards. The minimum ratings triggering HBP eligibility do not necessarily reflect good design practice established by AASHTO in the "[A Policy on Geometric Design of Highways and Streets](#)."

The goal of the HBP is to remove deficiencies from bridges through rehabilitation or replacement. On rare occasions, local standards or design decisions appear to compromise the intent of the HBP. For this reason, local agencies, as a condition for HBP funding on all rehabilitation and replacement projects, shall ensure the scope of work will result in a bridge that will not be rated SD. Local standards or design decisions processed under [LAPM Chapter 11: Design Guidance](#), do not provide exemption to this requirement. Decisions based on cost-effectiveness or in the public interest of historic structures must be approved by the HBP Managers.

Basic No-Collapse Standards

The primary philosophy for the Local Seismic Safety Retrofit scope of work is to prevent bridge collapse. The result of a retrofit project should be a bridge that is safe from collapse in the event of a maximum credible earthquake. It is possible that the designer may demonstrate by

analysis that a bridge will not collapse without any retrofit. In this case a “do nothing” strategy is an acceptable assessment. The designer must be cautioned to follow all load path demands and assure that no one portion of the resisting structural frame is deficient. Bridge replacement may also be an acceptable strategy when the existing bridge is in poor structural condition and the cost of retrofitting the bridge exceeds the cost of a new bridge with a similar configuration.

Some agencies may desire to retrofit their bridges to a service level performance standard. They would like to retrofit their bridges not only to withstand earthquakes but to suffer only minor damage that could be quickly repaired to allow resumption of service. This would typically require extra or different retrofit measures that cost more than the standard no-collapse retrofit. Requests like this will be treated the same way as those with expanded scope. The local agency will be responsible for any cost above and beyond that of the standard no-collapse retrofit.

Exceeding Minimum AASHTO Standards

HBP project eligibility begins at the minimum AASHTO standards, exceeding these must be justified and approved by HBP Managers. Where proposed design solutions exceed AASHTO’s “[A Policy on Geometric Design of Highways and Streets](#)” guidelines, the associated extra costs are not HBP participating. Minimum standards may be exceeded based on intermodal transportation considerations, serviceability issues, and good geometric design practice, and may not be HBP eligible.

Establishing Bridge Geometrics

Many areas of California are experiencing population growth and are demanding more diverse modes of transportation than in recent years. Major capital projects such as bridge rehabilitation and replacement projects can involve difficult environmental problems and expensive construction. For this reason it is important that local agencies properly plan their bridge projects from a transportation facility point of view rather than just a “replace in kind” approach or simply rehabilitate a bridge using current ADTs.

Local agencies need to work closely with their RTPA and consult AASHTO’s “A Policy on Geometric Design of Highways and Streets” or “Geometric Design of Very Low Volume Roads” to ensure that their bridge rehabilitation and replacement projects will meet their needs.

Bridge geometrics should be established based on future ADTs, but may also be based on other appropriate transportation planning studies involving Design Hourly Volume analysis or other rational analysis. In many cases RTPAs have adopted transportation models that should be inputted to the geometric design of new or rehabilitation bridge projects.

HBP One Lane Bridge Policy

The cost of rehabilitating one lane bridges or the new construction of one lane bridges may not be HBP participating. The problem with these kinds of projects is the project scope fails to meet the requirements of Section 6.5 of the HBP Guidelines. Specifically, the project should raise the bridge’s sufficiency rating to greater than 80 and the bridge must not be structurally deficient.

Section 6.5 also says that “Exceptions based on cost-effectiveness or in the public interest of historic structures must be approved by the Office of Federal Programs”. Even when this

flexibility is exercised, design decisions must be approved by the local agency in accordance with Chapter 11 of the LAPM.

Special Circumstances: Historic Bridge

A bridge that is registered or eligible to be registered in the National Register of Historic Places is exempt from the requirement that all geometric deficiencies be corrected by a local agency. Local agencies may consider “replacing” the historic bridge with a new bridge on the same corridor with minor roadway realignments. See Section 6.4 of the HBP Guidelines for more information.

It is strongly encouraged that historic bridges be brought up to current load capacity design standards. Where increasing the load carrying capacity of a historic bridge impacts the historic characteristics of the bridge, then the scope of the rehabilitation project need only bring the bridge to as-built design standards, provided that public safety is not compromised.

Special Circumstances: Cost-effectiveness

The HBP also allows flexibility in the design of new or the rehabilitation of one lane bridges even if an existing bridge is not historic. Where widening a bridge to meet AASHTO standards is not cost effective because a local road is only one lane, the curb to curb geometrics should be established using AASHTO’s Guidelines for Geometric Design of Very Low Volume Local Roads (ADT≤400). Holding queues will be eligible for HBP funds. As noted above, any design decision must be approved by the local agency in accordance with Chapter 11 of the LAPM.

For non-historic bridge, the rehabilitation or replacement projects are required to meet current load carrying design standards. Design exceptions will not be permitted.

Local agencies must provide written concurrence that local law enforcement and local firefighting officials concur with the proposed geometrics of the one lane bridge rehabilitation or replacement projects.

As explanation must also be provided by the local agency showing how the public’s safety is being improved by the project. If there is no significant improvement to the public’s safety, then the primary intent of the HBP is not being met and HBP funds cannot be used on the project. See Section 6.1 of the HBP Guidelines for information on the intent of the program.

6.6 APPLICATION PROCESS

Agencies that have executed or that have the authority to execute State/Local Federal-Aid Master Agreements with Caltrans may apply for HBP funds. Federal funds provided under these guidelines may only be spent on bridges carrying public highways (including local streets and roads) not included in the State Highway System and owned by the local agency applying.

When Caltrans receives the application, the DLAE and HBP Managers will review the proposed work to ensure HBP eligibility. Compliance with eligibility requirements is the responsibility of the local agency. This is especially the case where the project evolves during

PE phase. Local agencies needing further assistance in eligibility review should ask the DLAE for a field review. All new applications must be submitted to the DLAE no later than November 30 of odd years.

When Caltrans determines that the project is eligible for HBP funds, it will need to be prioritized against all the other new applications that have been received. The HBP Managers will take the prioritized list to the HBP Advisory Committee for a funding cutoff determination. Projects that are above the funding cutoff line will be accepted into the HBP and programmed. Projects below the funding cutoff line will be sent back to the DLAE.

Note: Federal authorization for any phase of work must be in place BEFORE reimbursable work is performed. Do not confuse the programming process with the federal authorization process as reimbursement work done prior to authorization is not eligible.

Application Period

For all projects other than those considered High Cost Bridge Projects, applications will be accepted on a continuing basis. High Cost Bridge Project requirements are discussed in [Section 6.7: Project Programming Policy and Procedure](#).

Application Requirements

The following information must be included in a HBP application package:

1. A cover letter from the local agency requesting that Caltrans program the project.
2. The HBP Application form, [Exhibit 6-A: HBP Application/Scope Definition Form](#), and attachments must be complete. Local agencies needing help with the application should contact the DLAE.
3. [Exhibit 7-B: Field Review Form](#) and [Exhibit 7-C: Roadway Data](#) from [LAPM Chapter 7: Field Review](#)). The local agency should fill out only known data.
4. Applications for High Cost Bridge Projects will only be accepted by the DLAE after a solicitation for candidates has been transmitted from the DLAE's to local agencies. See [Section 6.7: Project Programming Policy and Procedures for](#) information on High Cost Bridges.

The DLAE is responsible for ensuring the application package meets the above requirements prior to forwarding copies of the package to the HBP Managers. The DLAE should identify any potential difficulties and provide recommendations.

Optional SLA Review of Application

The HBP Managers or DLAE may request SLA review of a project. This level of oversight is consistent with [LAPM Chapter 7](#), which places the responsibility of project scoping on the local agency. Local agencies requesting optional technical support for project scoping may request an optional field review in the application. The level of service provided by Caltrans will be dependent on available staffing.

When HBP Managers request SLA to review an application or scope change, a request for construction authorization shall not be processed by the DLAE until SLA's review is complete.

At the discretion of the HBP Managers, PE authorization may be withheld pending the results of the SLA review.

SLA shall notify the DLAE and the HBP Managers of any findings as a result of the application review. The HBP Managers will also notify the DLAE and SLA of the status of the application package. Any issues raised need to be resolved by the local agency, SLA, the DLAE, District R/W or the District Environmental Reviewer. The DLAE is responsible for the coordination of the resolution of issues raised.

After the project is programmed, the DLAE will initiate the field review if required by [LAPM Chapter 7: Field Review](#), if the field review has not yet taken place. Field reviews should be scheduled appropriately to include the local agency's consultants.

Project Prioritization Policy

The National Bridge Inventory (NBI) coding from the Bridge Inspection Reports will be used in the prioritization process. The prioritization below will be used to determine programming priorities for developing financially constrained HBP lists. The priority established will determine when the Preliminary Engineering (PE) phase will be programmed. New projects will only be available for programming into the two additional years of a new FTIP/FSTIP cycle.

The lowest priority number is the highest priority.

PRIORITY 1:

Seismic retrofit projects and Scour countermeasure projects or rehabilitation and/or replacement of scour critical bridges (NBI Item 113≤2).

PRIORITY 2:

Bridges that have major structural deficiencies causing the bridge to be posted or closed. The NBI Item 41 Structure Open, Posted, or Closed to Traffic will be utilized to determine the sort order. The sort will be:

1. K = bridge closed to traffic
2. D = bridge open, would be posted or closed except for temporary shoring
3. P = bridge posted for load
4. R = bridge posted with restrictions not load.

PRIORITY 3:

Scour countermeasure projects or rehabilitation of scour critical bridges (NBI Item 113=3).

PRIORITY 4:

Projects that are eligible for replacement. Structurally Deficient with a sufficiency rating less than 50.

PRIORITY 5:

Projects that are eligible for rehabilitation. Structurally Deficient with a sufficiency rating 80 or less.

PRIORITY 6:

Bridge Preventive Maintenance Plan Projects.

PRIORITY 7:

Projects that are Functionally Obsolete with application dated prior to October 1, 2016.

PRIORITY 8:

Low water crossing projects with application dated prior to October 1, 2016.

Each of these 8 priorities, may have two additional levels of prioritization within each priority depending upon the number of projects in each priority.

The second level of prioritization will be based upon the length of bypass or detour, in miles. This is documented in NBI Item 19. The detour length will be ordered longest to shortest.

The third level of prioritization will be based upon the future ADT on the route. This is documented in the NBI Item 114. The Future ADT will be ordered highest to lowest.

6.7 PROJECT PROGRAMMING POLICY AND PROCEDURE

Policy

This policy and procedure provide details for compliance with the FTIP regulations and CTC Policy. The CTC policy is to maximize the use of federal HBP funds. CTC Resolution LBS1B-G-0708 established the Proposition 1B Seismic Program as the top priority for programming HBP funds.

It is CTC's intent that the Department also program funds for the bridge inspection program and critical safety non-seismic projects. Bridges with serious structural deficiencies as a top priority for funding.

The statewide financially constrained program list will be ranked based on the Ranking Policy in compliance with federal regulations and developed in cooperation with the Local Assistance Highway Bridge Program Advisory Committee.

The HBP will be programmed consistent with the delivery schedule for Proposition 1B seismic projects provided by local agencies constrained by available federal funds.

These procedures will provide a basis for fully utilizing HBP funds and obtaining the policy goals of the HBP through the federal transportation programming process.

Procedure

1. At the beginning of every FTIP Cycle, the FTIP (all years) will be programmed to reflect the most current cost and schedule data for the Proposition 1B Seismic projects. Safety non-seismic bridge projects may also be programmed based upon the Department's project ranking policy.

2. The DLAEs shall date stamp every seismic and non-seismic Request for Authorization (all phases) when the DLAE determines the package is complete and ready to obligate. The DLAE shall update the FileMaker HBP programming database with the revised funds and schedule in the current year of the FTIP. The date stamp shall be keyed into the FileMaker HBP programming database when funds cannot be obligated due to problems including but not limited to scope issues, delays in modifying the FTIP, or if the project phase is programmed in a future year. The DLAE shall not transmit the RFA for obligations until scope and FTIP issues are resolved.
3. Post programming changes for construction phase for HBP or seismic projects must be elevated to HBP Managers for funding approval as soon as the DLAE has reviewed the RFA package for completeness. Complete [Exhibit 6D: HBP Scope/Cost/Schedule Change Request](#) to provide justification for cost increase. The DLAE must sign the [Exhibit 6D](#) recommending approval.
4. Beginning in January of every year and completed on February 15th of every year:
 - a. The HBP Managers will review the quarterly status updates that local agencies are required to maintain through the LA-ODIS database. This review will flag which seismic projects in the current year cannot be delivered and which seismic projects can be advanced.
 - b. The DLAEs will review projects programmed in the current year to evaluate if the project phases programmed can potentially be delivered. DLAEs, depending on staff resources, may need to coordinate with Local Agencies to ensure request for authorization packages are being developed.
 - c. The DLAEs will maintain the “ready to advertise” or “nearly ready to advertise” flags in the HBP FileMaker database. These flags impact a project’s ranking and must be maintained by the DLAE.
 - d. The HBP Managers will select the projects ready to obligate for inclusion into the FTIP, if needed, or for funding projects advanced under EPSP or post programming changes.
5. Revised program lists may be released to the MPOs on March 30th of every year to ensure all current year federal funds are obligated. These lists would advance projects outside the 4 year element of the FTIP so the projects could be obligated by September 30th of the current year, provided OA and apportionment are available at that time.
6. After March 30th of every year, EPSP and Post Programming procedures will be implemented for all projects funded in the 4 year element of the FTIP until federal apportionment or OA is exhausted. Some reserves may be held if there were delays in processing FTIP amendments based on the previous October program lists. The HBP Managers will review this situation on a case by case basis.
7. Starting in July of each year, the DLAEs will survey their local agencies for next year’s needs. The surveys will be provided by the HBP Managers to the DLAEs. The HBP FileMaker database must be updated by DLAEs by the end of September. The HBP Managers will release new statewide program lists to the MPOs for inclusion into the FTIP by the end of October of each year.

The HBP Managers update program lists every October and March to incorporate project cost and schedule updates and new funding requests from local agencies. Once developed, the HBP Managers release program lists to the MPOs for inclusion in to the FTIP and the program lists are posted on the Division of Local Assistance website at http://dot.ca.gov/hq/LocalPrograms/hbrr99/HBP_FSTIP.html.

Note that these program lists do not fulfill the federal programming requirements. Inclusion into the FTIP by MPOs must precede fund authorization for any activity for which HBP funds are being sought.

The HBP programming process is summarized in the following table:

Table: 6-1: HBP Programming Process Summary

Start	End	Responsible Party	Action
Oct. 1	Mar. 30	HBP Manager	EPSP, Post Programming changes suspended, unless approved by HBP Managers.
Jan. 1	Feb. 15	HBP Manager	Review LA-ODIS for project slippage/advancement.
Jan. 1	Feb. 15	DLAE	DLAEs review current year programmed projects, reprogram funds in FileMaker database as needed.
Feb. 15	Mar. 30	HBP Manager	Determine if new statewide program lists need to be developed and released to regions.
Mar. 30	Sept. 30	HBP Manager	EPSP, Post Programming changes enabled. Fund obligated until balances are zero. Statewide programming lists should be sent to MPOs if needed.
Jul. 1	Sept. 30	DLAE	DLAEs survey local agencies for next year's needs and update HBP database. HBP managers provides DLAE with survey forms.
Oct. 1	Oct. 30	HBP Manager	New program lists developed and released to MPOs to amend their FTIPs.

Programming Tools to Advance Projects

Expedited Project Selection Procedures allow most project programming in the 4 year element of the FTIP to be advanced for authorization and obligation, provided OA and apportionment are available to fund the project and programming capacity is available in the year of obligation of funds. For local assistance federal HBP, EPSP is managed by the HBP Managers. New project that have been prioritized, the PE phase can not utilize EPSP.

Post programming changes are changes to phases of work that have already been authorized and obligated and require additional funds. No pre-approved FTIP amendment is required to obligate additional funds for a post programming change provided there is not scope change to the project. Post programming changes must be reflected in future FTIP amendments to ensure that the FTIP always reflect total project costs and is financially constrained. Post programming changes are subject to approval of the HBP Managers.

1. EPSP and post programming Policy

- a. Due to limited federal funds, funds programmed in the current year of the FTIP will be reserved specifically for the project in the current year of the FTIP. These funds will be held in reserve until March 30th of any given year.
- b. Effective October 1st of every year, EPSP and Post programming changes will be suspended for all projects, unless otherwise approved by the HBP Managers. Exceptions will be granted provided there will be no impact to the delivery of current year programmed projects. The HBP Managers will try to hold back a reserve of un-programmed capacity each year to fund construction change orders, cost overruns, and other mid-phase cost increases to help ensure smooth project development activities.

2. Advancing non Proposition 1B Seismic Project (other HBP projects)

- a. "Advancing" means obligating funds on a project where the funds are not programming in the current year of the FTIP.
- b. If there is a schedule slippage or savings in current year programmed projects, and no Proposition 1B Seismic projects can be advanced to use current year funds, the Department will make HBP funds available to other HBP funded bridge projects programmed in future years within the 4 year element of the FTIP.
- c. The priority for programming federal HBP funds will be based on having a complete request for authorization package in the possession of the DLAE, the type of work, the deficiencies with the bridge, and having approved scopes of work.

Project Ranking Policy

Subject to budgetary constraints, the PE phase for eligible projects is programmed only in one of the two new years of a new FTIP cycle to facilitate the development of new projects.

Also subject to budgetary constraints, the R/W phase for eligible projects is programmed in the last year of the FTIP. Funding for the R/W phase may be advanced to the year requested once full compliance with the provisions of NEPA has been documented and approved by Caltrans.

The ranks below will be used to determine funding priorities of the construction phase for developing the financially constrained HBP program lists. After projects are prioritized and funds reserved, Caltrans submits the financially constrained program lists to the MPOs for inclusion into the FTIP.

The lowest number rank is the highest priority for construction. Within each rank, projects are sorted by the AASHTO Sufficiency Rating to reflect the general condition of the bridge. The lowest SR is the highest priority. This means that lower priority projects will have PE and R/W funded even though construction may be pushed out of the 4 year element of the FTIP. When these projects are ready for construction authorization, the ranking system will allow these projects to receive a high priority for construction programming within updated statewide program lists.

These project ranks will be applied to programmed projects to financially constrain any program list needed to update the FTIP. The DLAEs are responsible for maintaining fields in

the HBP FileMaker database that indicate a project's readiness to advertise. Local agencies are responsible for closely coordinating with the DLAEs on project status, schedule, and estimates as documented in these guidelines.

Rank 0

This is not technically a project rank. All projects with HBP funds obligated for construction fall in this rank for listing purposes only. These projects cannot be pushed out of the 4 year element of the FTIP because funds have been obligated for construction. Local funded Advance Construction projects not subject to cash management commitments. Local funded AC conversion can be converted to HBP funds when programming capacity is available.

Rank 1A

Projects for the general support of the federally mandated Bridge Inspection Program.

Rank 1B

Projects that are ready to advertise AND;

Are critical HBP funded rehabilitation or replacement projects. These bridges must have major structural deficiencies causing the bridge to be posted or closed. The NBI data item 41 must be coded B, D, E, K, P, or R.

Rank 1C

Cash management projects with future AC conversion commitments by the Department. Projects may or may not be ready to advertise for construction. Federal HBP funding commitments are case by case, approved by the Department.

Rank 1D:

Projects are ready to advertise AND;

Are Proposition 1B funded projects or;

Are scour countermeasure projects, rehabilitation or replacement of scour critical bridges (NBI item 113≤3).

Rank 1E:

All other projects ready to advertise.

Rank 2A:

BPMPs are grouped listings of bridges that need PM work. This means construction funds are distributed over multiple years based on how projects in the BPMP are actually authorized. Stand-alone PM projects not part of a BPMP are excluded from this rank and will be treated like rehabilitation projects.

Rank 2B: Individually listed projects with Construction in the 4 year element of the FTIP.

High priority regionally significant or non-air quality exempt (line item) projects that are not subject to cash management. Construction funding year is determined based on readiness to deliver and subject to Department case by case review. This rank highlights the sensitivities in rescheduling projects impacting regional air quality conformity determinations.

In the event of construction schedule slippage, the Department may push the project funding in the FTIP a minimum of two years out, after consultation with the MPO. If no programming capacity can be found, the project will need to be pushed out until the next FTIP cycle. Local agencies will be required to program local funded AC if the project is only slipping one year or the HBP cannot afford to fund the project according to the new project schedule. Local agencies will need to work with their MPOs/RTPAs to ensure the AC is programmed correctly in the FTIP.

If NEPA or R/W is not clear and R/W includes lengthy property acquisition, the construction funding should be pushed outside the 4 year element of the FTIP.

Rank 3A:

All projects nearly ready to advertise within six months of a new financially constrained program list being generated AND;

Are critical HBP funded rehabilitation or replacement projects. These bridges must have major structural deficiencies causing the bridge to be posted or closed. The NBI data item 41 must be coded B, D, E, K, P, or R.

Rank 3B:

All projects nearly ready to advertise within six months of a new financially constrained program list being generated AND;

Are Proposition 1B funded projects or;

Are scour countermeasure projects or rehabilitation or replacement of scour critical bridges (NBI item 113≤3).

Rank 3C:

All projects nearly ready to advertise within six months of a new financially constrained program list being generated.

Rank 4:

Projects that are not ready to advertise. NEPA documents and R/W are not clear. Bridge must have major structural deficiencies causing the bridge to be posted or closed. NBI data item 41 coded B, D, E, K, P, or R.

Rank 5:

Includes Proposition 1B seismic projects that are not ready to advertise. NEPA and R/W are not clear. Includes scour countermeasure projects and rehabilitation or replacement of scour critical bridges (NBI data item 113 ≤3). NEPA and R/W are not clear.

Rank 6:

All types of projects with STIP matching funds or other federal STBGP funds for enhanced project scopes. Projects are not ready to advertise. NEPA and R/W are not clear.

Voluntary seismic retrofit projects (no Proposition 1B seismic involvement). Projects are not ready to advertise. NEPA and R/W are not clear.

Rank 7:

General bridge rehabilitation or replacement and other stand-alone scopes of work, including stand-alone PM. Projects are not ready to advertise. NEPA and R/W are not clear.

Annual Project Survey

Prior to the development of program lists in October, the DLAE will request that status of currently programmed projects from local agencies. Cost and schedule information provided from the survey will be incorporated into the program lists. Failure to provide status may result in project cancellation. The programming as provided in the financially constrained lists provided to the MPOs may have different funding in a different federal fiscal year than requested by the local agency in the survey. The financially constrained program lists are based upon the Rank Policy.

High Cost Projects Programming Policy

To ensure that HBP funds are made available throughout the state on a fair and equitable basis, in compliance with federal regulations, high cost projects have additional programming policy. It has been demonstrated that high cost project commits large sums of federal funds but cannot spend the funds in one year due to local agency contract processes, time to mobilize the contractors and the time it takes to actually construct large project. These idle federal funds could be used to advance other projects. Cash management of high cost projects is critical to effective stewardship of the local HBP. The HBP Managers will identify the high cost projects and through the DLAE, make contact with the project sponsors to explain the policy.

When a high cost project phase is ready to be programmed in the 4 year element of the FTIP, the local agency will notify the DLAE and discussions on programming the phase will begin.

- A funding commitment letter will be issued when a high cost phase of work needs to be programmed in the FTIP or as needed for a FHWA required Projects of Division Interest Project Financial Plan. NEPA and/or R/W clearance along with status of the PS&E package will play a role in determining the need for the funding commitment letter.
- The HBP Managers will issue a funding commitment letter, [Exhibit 6-E: Sample Funding Commitment Letter](#), and associated funding sheet, [Exhibit 6-F: Sample Funding Sheet for](#)

Commitment Letter, to the local agency for a high cost project that commits the Department, subject to state and federal budget legislation and other limitation, to specify HBP in the FTIP over a multiple year period.

Local agencies will need to secure the availability of local funds (budget authority) to back the AC commitment.

- Local agencies that cannot obtain a source of local funds for AC will not have R/W or construction programmed within the 4 year element of the FTIP using HBP funds. These agencies may appeal this policy and request a meeting with the Department for review the specific situation. Members of the Local Assistance Highway Bridge Program Advisory Committee (Committee) representing the League of California Cities and the California State Association of Counties may be invited to the meeting to offer advice to the Department on implementing the policy as applied to the project in question.
- The sum of cash managed high cost projects in any federal fiscal year should not exceed 50% of the annual revenue for that federal sub-apportionment for which the project is eligible without concurrence from the Committee.
- Funds allocated to a project for AC conversion should not exceed \$20 million per year without concurrence from the Committee.
- High Cost projects will not be accepted into the local assistance HBP if all (including high cost projects) projects cannot be funded over a 15 year period. If the project is not accepted into the local assistance HBP, local agencies have the option of proceeding with their own funds using AC, but the Department will not budget the project(s) for AC conversion using HBP funds.
- AC conversion in the year programmed will not be obligated unless at least 50% of the prior years' federal funds have been invoiced. This keeps the federal funds available to advance other projects that could be delivered.
- In reference to non-high cost project FTIP programming procedures, the advancement of future year AC conversion using EPSP for high cost projects will be after April 15th of each year instead of after March 30th. This will provide smaller projects programmed in future years the opportunity to advance before the high cost project use up available HBP funds.
- After April 15th of any year, conversion of AC for high cost projects will be prioritized and prorated as follows:
 - High cost projects with eligible costs that could be immediately reimbursed with AC conversion will be first priority for conversion and proration will be based on outstanding reimbursable expenditures.
 - Second priority will be advancing AC conversion amongst the high cost projects with remaining AC even if there are no project expenditures that could be immediately reimbursed.

- Depending on current year delivery of the HBP and other local assistance programs, the Department may delay AC conversion of eligible projects in the above two bullets to a later date.

Bridge Investment Credit

Federal-aid highway funds provides valuable financial resources to local agencies in making improvements to transportation facilities on local roads. Federal funding also comes with many requirements that need to be met in carrying out a project. Ideally, the most efficient use of federal funds is to maximize federal funds on fewer, larger projects, funding smaller projects with non-federal funding sources such as local funds.

The BIC is a new element in the HBP aimed at encouraging local agencies to invest in making improvements to bridges on local roads using local or non-federal funds and receive credit to use as match funds for future HBP projects. The BIC allows local agencies to replace, rehabilitate and do PM work on HBP eligible bridges using local funds, then receive credit for up to 100 percent of the eligible work. The credit, in turn, serves as the required non-federal match for a future local federal-aid bridge project.

To be eligible for BIC, a bridge must meet the current eligibility criteria for HBP as outlined in the current Bridge Preventive Maintenance Program Guidelines and this Chapter of the LAPG. Eligible HBP projects determined to be noncontroversial and PM projects are the best candidates to be funded by local agencies under this policy.

Eligible HBP projects that local agencies choose to design and build with local funds do not need to comply with Federal requirements, however the project must meet current minimum AASHTO design standards with the California amendments to received credit.

1. Project Programming for Banking BIC:

Local agencies using local funds on an eligible HBP project to earn credits under the BIC must submit an [Exhibit 6-A: HBP Application/Scope Definition Form](#), which clearly defines scope and cost of the project. For BPMP's they must submit a certification letter and a BPMP plan list. Cost on the submittals should be 100% local funds. HBP Managers approval of the scope and cost for the BIC program is required prior to commencing work. If scope and cost is approved, the project will be programmed in the HBP database with 100% local funds.

2. Project Administration for Banking BIC:

The project sponsor is responsible for following all the applicable state and local laws and requirements in designing and constructing the project. Upon completion of the project, the sponsor must submit documentation including final project cost and as-built plans to Caltrans.

Caltrans will review the documentation and may field review the completed project to confirm it was constructed in accordance with all applicable standards and to the approved scope. Caltrans will approve the credit as it was originally requested or as shown in the final project cost, whichever is lower. Upward cost adjustment is not allowed. Credit will be banked at the completion of the project and the sponsor notified.

3. Project Programming for using BIC:

Local agencies may apply to use their banked BIC to cover their local match for any phase of a HBP eligible project as long as their banked credit is 200% of required local match for PE and R/W and 125% of required local match for Construction at the time of obligation. The higher percentages are required to ensure that there are sufficient credits to cover cost increases and scope changes.

As for any other HBP project, the project sponsor must submit an [Exhibit 6-A](#): which clearly defines scope and cost of the project. Cost on the submitted exhibit should be 100% federal funds. In addition to the [Exhibit 6-A](#), the project sponsor must provide a letter requesting their banked credit be applied to the phase or phases of the project that they want funded at 100% federal funds. The letter should include a table showing available credit and deduction based upon the percentages mentioned above. Caltrans approval of scope and cost for the BIC program is required prior to programming the project. When scope and cost is approved, and if the available credit is sufficient, the project will be programmed in the HBP database with 100% federal funds for the appropriate phase(s).

4. Project Administration for using BIC:

Project administration for bridges using banked BIC to cover the required local match is the same as any other HBP project, except the reimbursement ration will be at 100% federal. Since federal funds are involved, all the applicable federal, state and local laws and requirements in designing and constructing the project must be followed.

When the project completion paperwork is submitted to Caltrans, a reconciliation of the credit balance will be done based on the final invoice and the project sponsor notified.

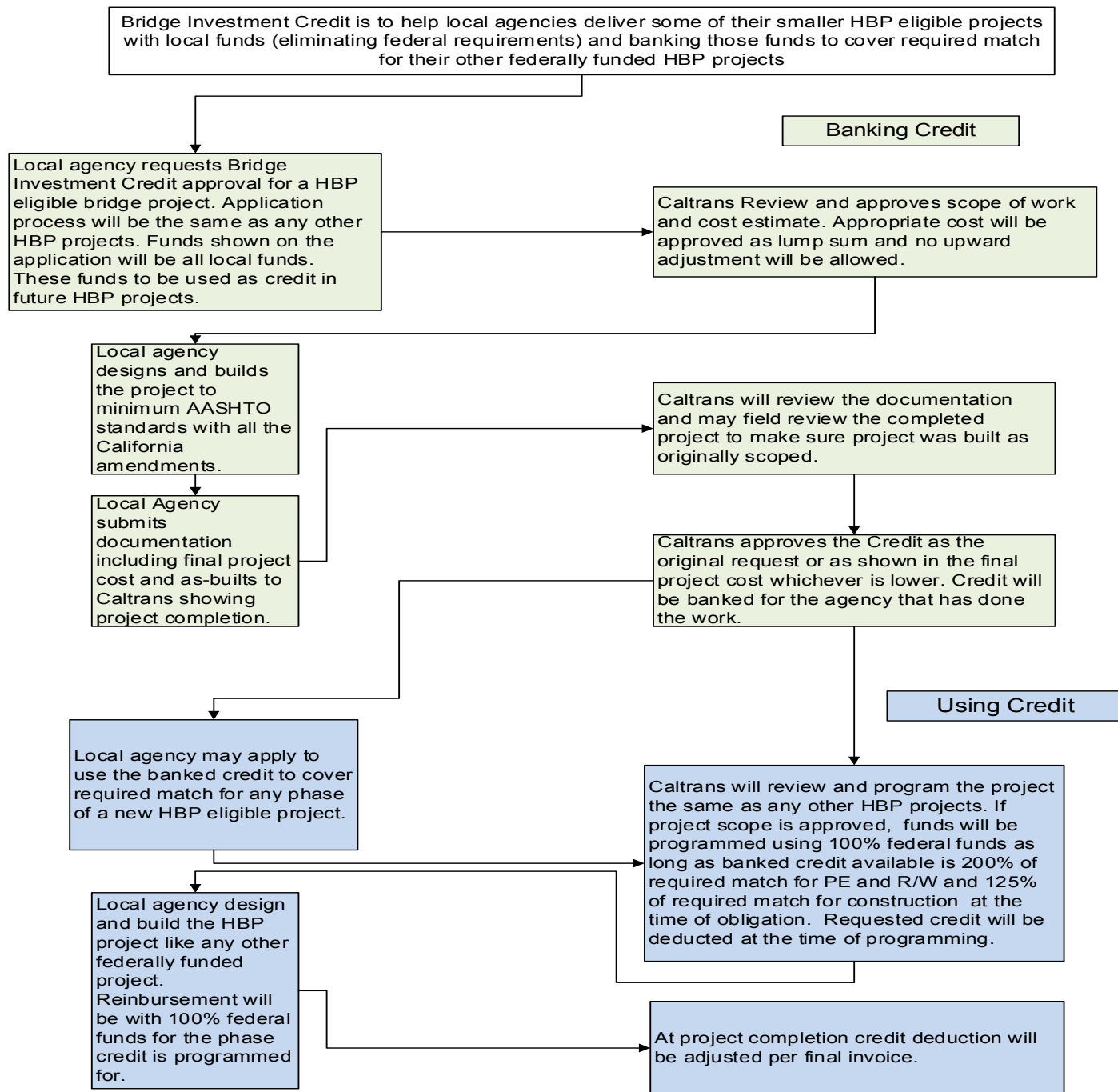


Figure 6-2: Bridge Investment Credit Concept Flowchart

6.8 PROJECT IMPLEMENTATION

Once the project is programmed in an approved FTIP, local agencies may request PE authorization for preparation of environmental documentation for NEPA clearance. The DLAE shall ensure that funds authorized do not exceed what is programmed as shown in the HBP program lists.

Mandatory Field Reviews for Local Seismic Safety Retrofit Projects

Field reviews for seismic retrofit projects are mandatory. The objectives of field review for seismic retrofit projects are also different in several ways from typical local agency projects. The objectives of a seismic project field review are to:

- Begin to scope the project. The project will not be fully scoped until after the strategy meeting.
- Verify that the as-built plans accurately represent the existing conditions.
- Check for modifications that would affect the seismic response of the structure.
- Dimension any members that are not accurately shown on the as-built plans.
- If no as-built plans are available, measure and dimension all pertinent structural members.
- Check for new conditions that would be affected by construction work.
- Discuss environmental considerations.

Important items to keep in mind for retrofit project field reviews include access, clearance, coordination, detours, environmental, falsework, obstructions, utilities, modifications, hydraulics and permits.

The field reviews should be attended by:

- Consultants, if any.
- Local agency staff knowledgeable of utilities, R/W, environmental, traffic, etc.
- Caltrans SLA, DLAE staff and District Environmental.

The field review results:

- The scope of the project is discussed.
- The existing conditions are verified and any modifications documented.
- Construction controls are discussed.
- Responsibilities are reviewed.

Mandatory Strategy Meetings for Local Seismic Safety Retrofit Projects

The objectives of the strategy meetings are to:

- Offer seismic designers support or alternative approaches.
- Determine that standard seismic retrofit details are being fully utilized.

- Establish alternative acceptable procedures to satisfy retrofits when unusual problems are encountered.
- Recommend alternative analysis when appropriate.
- Inform the project engineer of solutions to similar problems encountered by Caltrans, consultants, or other local agencies.
- Provide local agency personnel with information regarding potential traffic control, right-of-way, utility, and environmental problems.
- Achieve consensus agreement on economical and practical retrofit strategies.

The strategy meeting should be attended by:

- Design Consultants (Structural, Geotechnical, and Traffic if necessary)
- Local agency staff
- Caltrans Division of Engineering services staff from Earthquake Engineering, Design, Construction, Maintenance and/or Geotechnical.
- Structures Local Assistance Representative
- District Local Assistance Engineer

The designer or project engineer is expected to have performed the diagnostic analysis using the appropriate static and dynamic analysis, summarized the condition of columns, restrainers/hinges and abutments, and a proposed solution prior to scheduling a strategy meeting. The designers should be prepared to discuss solutions considered and reasons for rejection of alternatives. At a minimum, a General Plan employing a legend of retrofit work and location of work, along with a table outlining the controlling design ductility ratios, should be presented. Additional tables and proposed details may also be necessary.

The following materials are required for the Mandatory Strategy Meeting:

- Draft Strategy Report, including the General Plan, Sufficiency Rating, as-built plans, photographs, and an estimate of costs (capital and engineering). These materials (a minimum of 10 copies) should be submitted to the DLAE. The DLAE should forward the package to Structures Local Assistance Office in Sacramento two weeks prior to the scheduled strategy meeting.
- Any plans or reports pertinent to the proposed work (utility layout, right-of-way maps, etc.)

The Strategy meeting should result in a general consensus regarding the acceptable analysis and retrofit approach should be reached by the strategy meeting attendees. Additional strategy meetings should not be necessary if all the information noted above is provided prior to and during the meeting. The conclusions reached should be outlined and summarized by the agency responsible for seismic design in “strategy meeting minutes” and documented in the Final Strategy Report. A copy of the minutes should be sent to all attendees. A copy of the Final Strategy Report will be kept on file in the Structures Local Assistance Office

Cost/Scope/Schedule Changes

If a cost/scope/schedule change occurs, the local agency shall notify the DLAE immediately of the changes. A cover transmittal letter shall be sent to the DLAE with the following attachments:

- An updated application with attachments, if there is a major scope change. Local agencies should contact the DLAE for advice on whether an updated application is needed.
- A cost/scope/schedule change form ([Exhibit 6-D: HBP Scope/Cost/Schedule Change Request](#)).

The DLAE will forward copies of the scope change request package to the HBP Managers and SLA. The HBP Managers and SLA will process the package the same way a new project application is handled. Major changes in scope will require a new federal project number be established.

Optional Cursory PS&E Review

Optional PS&E reviews are cursory in nature involving the scope (plans), specifications, and engineer's estimate. These reviews can help identify issues regarding roadway safety, constructability, obsolete or expensive standard specifications, and HBP eligibility that might have been overlooked

Cursory PS&E reviews are not design checks and findings are usually advisory in nature. Findings that are significant to the cost-effectiveness or safety of the project must be addressed by the local agency or federal authorization or reimbursement will be withheld. Tort liabilities resulting from design decisions, mistakes and omissions in the design are solely the responsibility of the local agency.

Local agencies may request an optional cursory PS&E review by contacting the DLAE.

1. The DLAE is responsible for coordinating the cursory PS&E review with the local agency, SLA, and other units within Caltrans. SLA is the point of contact for technical services provided by the Caltrans Division of Engineering Services.
2. See [LAPM Chapter 12: Plans, Specifications & Estimates](#), Sections 12.2 and 12.14, for procedures relating to cursory PS&E review. These reviews should occur when the PS&E is about 65% complete for HBP projects. At this stage of completion, all the design calculations and plans have been completed but are unchecked. PS&E reviews at 100% completion are required for Mandatory Seismic Projects that have Prop 1B as local match.
3. Local agencies requesting optional cursory PS&E reviews are strongly encouraged to have field reviews with Caltrans involvement.
4. Because these reviews are optional, incomplete PS&E packages may be submitted. Only what is submitted by the local agency will be reviewed.
5. Local agencies may withdraw the request for PS&E review, at any time if Caltrans staff is not available to meet local agency deadlines. If it appears that a PS&E review cannot

- be completed within the timeframe required by the local agency, the local agency shall be the decision maker as to whether the PS&E review should be completed with the possible delay in advertising their project.
6. Prior to processing any work authorizations, the DLAE shall coordinate with SLA and the local agency to ensure that the needs of the local agency are appropriately met. Under no circumstances is a DLAE to withhold prompt action on a request for authorization due to optional PS&E review.
 7. Change orders or cost increases due to amending the PS&E after the project has been advertised may not necessarily be HBP participating. If there are significant changes to an advertised project, Caltrans may require the local agency to re-advertise the project. To avoid project delays, it is important that local agencies requesting help with their projects do so early in the project development cycle.
 8. The PS&E packages submitted for review should include an electronic copy of all documents. The local agency should contact SLA prior to submittal, to verify the submittal requirements.

Proceeding to Final Design

Proceeding to final design and preparation of the PS&E may not commence until the DLAE has notified the local agency that the environmental documents have been approved and eligibility issues have been resolved. See [LAPM Chapter 12: Plans, Specifications & Estimate](#), for detailed discussion of procedures.

Scope Changes during Final Design

Minor scope changes may be resolved with a letter from the local agency to the DLAE. The local agency must contact the DLAE for a decision on whether the scope change is minor.

Major scope changes may invalidate the environmental documents and cause the project to be ineligible for federal funding. HQ HBP Managers decides how to proceed in major scope changes during final design. The DLAE should consult with SLA, Caltrans District Environmental and the HBP Managers.

Where a major scope change is required, HQ HBP Managers require the project application be revised and resubmitted to the DLAE. If needed, the environmental documents may need to be reevaluated. If there are changes to the environmental documents, the DLAE must provide direction to the local agency if PS&E work may continue. The DLAE will need to work with District Environmental and HQ HBP Managers to resolve complex environmental issues.

Construction Change Orders

Local agencies assume full liability for the safety of their bridges and eligibility of participating costs of their projects.

Where the change orders exceed contingency, the local agency must contact the DLAE explaining the need for additional funds and submit an ([Exhibit 6-D: HBP Scope/Cost/Schedule Change Request](#)) to document the reason and amount of additional HBP funding. The following instructions must be followed:

- If the project is programmed with the lump sum item in the FSTIP, only the HBP Managers need to be consulted to ensure sufficient funds are available for the CCO.
- If the project is identified as a line item in the FSTIP, the local agency must obtain concurrence from the RTPA/MPO and the HBP Managers.

Local agencies will work through the DLAE to obtain approval from the HBP Managers. If the FTIP needs to be amended for a project line item, the local agency must work with their appropriate RTPA/MPO for proper processing.

Project Closure during PE

If, during project development, it is determined that no work is needed (choosing the “no build” option), the local agency may close out the project in the PE phase. Sometimes during the project development phase, environmental, R/W, or legal issues arise that make the project not feasible or cost-effective. In these situations, the local agency will be reimbursed for the work performed under the E76 authorizing PE. When the local agency submits the final invoice, a final report must be included documenting the conclusion with supporting information. See [LAPM Chapter 17: Project Completion](#), for detailed instructions.

If a local agency develops a final PS&E and the project is never advertised due to local match funding constraints, the HBP participation will be limited to the costs of scoping the project and developing the federal environmental documents. The engineering work to develop the final PS&E will be non-participating. Federal law does not authorize federal funds to be used to develop shelf projects.

Any other reasons for canceling a project may not be grounds for reimbursement of PE costs. If a local agency cancels (as opposed to choosing the “no build” option) a project, all PE funds must be returned to the State. The State will then return the funds to FHWA.

6.9 MAJOR DEFICIENCIES (FROM SI&A SHEET)

Scour Potential

National Bridge Inventory (NBI) item 113 is the scour criticality rating. This is a calculated rating based on a potential major hydraulic event. Scour potential should always be reviewed when developing a rehabilitation project. For detailed information regarding the NBI data “items” see the [National Bridge Inventory Coding Guide](#). This guide can be downloaded from the HBP website.

Structural Deficiency-SD, and Sufficiency Rating-SR Defined

For a bridge to be considered structurally deficient a highway bridge must have the ratings described below.

For Structural Deficiency (SD) a condition rating of 4 or less for:

- Item 58 - Deck or
- Item 59 - Superstructures or
- Item 60 - Substructures or

- Item 62 - Culvert and Retaining Walls.
- [Item 62 applies only if the last digits of Item 43 are coded 19.]

The **Sufficiency Rating (SR)** is an overall “health” indicator for the bridge and is calculated by a complex formula defined in Appendix B in the National Bridge Inventory Coding Guide.

6.10 REFERENCES

[Local Assistance Program Guidelines](http://www.dot.ca.gov/hq/LocalPrograms/lam/lapg.htm)

<http://www.dot.ca.gov/hq/LocalPrograms/lam/lapg.htm>

[Local Assistance Procedures Manual](http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm)

<http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>

[California Transportation Commission Resolution G97-05](http://www.dot.ca.gov/hq/transprog/ctcliaison/resolutions/GRes-1978-1997.pdf)

<http://www.dot.ca.gov/hq/transprog/ctcliaison/resolutions/GRes-1978-1997.pdf>

[California Streets and Highways Code Sections 2411 and 2413](https://leginfo.legislature.ca.gov/faces/codesTOCSelected.xhtml?tocCode=SHC)

<https://leginfo.legislature.ca.gov/faces/codesTOCSelected.xhtml?tocCode=SHC>

[United States Code Title 23, Section 144](http://uscode.house.gov/view.xhtml?req=(title:23%20section:144%20edition:prelim))

[http://uscode.house.gov/view.xhtml?req=\(title:23%20section:144%20edition:prelim\)](http://uscode.house.gov/view.xhtml?req=(title:23%20section:144%20edition:prelim))

[Code of Federal Regulations](https://www.archives.gov/federal-register/cfr)

<https://www.archives.gov/federal-register/cfr>

[National Bridge Inventory Recording and Coding Guide](https://www.fhwa.dot.gov/bridge/nbi.cfm)

<https://www.fhwa.dot.gov/bridge/nbi.cfm>



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 51.

MEETING DATE: 6/11/2019

DEPARTMENT: COUNTY ADMINISTRATION OFFICE

DEPT HEAD/DIRECTOR: Ray Espinosa

AGENDA ITEM PREPARER: Stewart Patri

SBC DEPT FILE NUMBER: 865

SUBJECT:

COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Receive Presentation of the FY 19/20 CAO Recommended Budget.
SBC FILE NUMBER: 865

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

The Fiscal Year 19/20 Budget Document will be presented to the Board of Supervisors and the public in preparation of the budget hearings beginning June 24th at 9:00am. In accordance with Government Code Sections 29065 & 29080 the recommended budget documents shall be made available to the public 10 days before the public hearings.

Any member of the public may appear at the hearing and be heard regarding any item in the recommended budget or for the inclusion of additional items. All proposals for revisions will be submitted in writing to the Clerk of the Board of Supervisors before the close of the public hearing.

The budget documents will be made available online at: <http://cosb.us/> . If there are any questions

regarding access to the document please contact the County Administration Office at 831.636.4000 or visit in person at 481 Fourth Street, Hollister, CA 95023.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Receive presentation of the FY 19/20 CAO Recommended Budget.

ADDITIONAL PERSONNEL:



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
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Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 52.

MEETING DATE: 6/11/2019

DEPARTMENT: COUNTY COUNSEL

DEPT HEAD/DIRECTOR: Barbara Thompson

AGENDA ITEM PREPARER: Barbara Thompson

SBC DEPT FILE NUMBER: 235.6

SUBJECT:

**CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED
LITIGATION**

Significant exposure to litigation pursuant to subdivision (d)(2), (e)(2) of Government Code Section 54956.9

Number of cases: 2

Facts and Circumstances Justifying Closed Session: Potential of litigation relating to letter received on January 22, 2019 requesting County to enforce zoning contract between the County and Ridgemark Corporation; potential of litigation relating to current landfill agreement.

SBC FILE NUMBER: 235.6

AGENDA SECTION:

Closed Session - P.M.

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

n/a

STAFF RECOMMENDATION:

Hold Closed Session.

ADDITIONAL PERSONNEL:



**SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM**

Mark Medina
District No. 1
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Anthony Botelho
District No. 2

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District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 53.

MEETING DATE: 6/11/2019

DEPARTMENT: HUMAN RESOURCES

DEPT HEAD/DIRECTOR: Edgar Nolasco

AGENDA ITEM PREPARER: Elvia Barocio

SBC DEPT FILE NUMBER:

SUBJECT:

CLOSED SESSION PER GOVERNMENT CODE SECTION 54957

Public Employee Discipline/Dismissal/Release

SBC FILE NUMBER: 235.6

AGENDA SECTION:

Closed Session - P.M.

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Hold Closed Session

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description

Resolution

Upload Date

6/5/2019

Type

Cover Memo

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF SAN BENITO**

**A RESOLUTION OF THE)
BOARD OF SUPERVISORS OF THE) Resolution No. 2019-
COUNTY OF SAN BENITO RELATIVE TO)
THE APPLICATION OF SCOTT PARSONS)
FOR INDUSTRIAL DISABILITY)
RETIREMENT FROM HIS EMPLOYMENT)
WITH THE COUNTY OF SAN BENITO)
SHERIFF'S OFFICE)**

WHEREAS, the County of San Benito is a contracting agency of the Public Employees' Retirement System, (PERS); and

WHEREAS, an application for disability retirement of SCOTT PARSONS, employed by the County of San Benito Sheriff's Office in the position of DEPUTY SHERIFF, has been filed with the Public Employees' Retirement System; and

WHEREAS, the Public Employees' Retirement Law requires that the contracting agency determine whether an employee of such agency in employment in which he is classified as a local safety member is disabled for purposes of the Public Employees' Retirement Law and whether such disability is "industrial" within the meaning of such Law; and

WHEREAS, the Board of Supervisors of the County of San Benito has reviewed the medical and other evidence relevant to such alleged disability.

NOW THEREFORE BE IT RESOLVED as follows:

1. The County Of San Benito does hereby certify under penalty and perjury that the determination was made based on a competent medical opinion.
2. The County of San Benito does hereby certify under penalty and perjury that the determination was not used as a substitute for the disciplinary process.
3. That the Board of Supervisors of the County of San Benito does hereby find and determine that SCOTT PARSONS is incapacitated within the meaning of

the Public Employee's Retirement Law for the performance of his usual duties in the position of Deputy Sheriff with the San Benito County Sheriff's Office.

4. The member SCOTT PARSONS did file a Workers Compensation claim for his disabling condition. This claim was accepted by Trindel Insurance.

5. BE IT FURTHER RESOLVED that the Board of Supervisors of the County of San Benito does hereby find and determine that such disability is a result of injury or disease arising out of or in the course of employment and that neither said SCOTT PARSONS nor the County of San Benito has applied to the Workers' Compensation Appeals Board for a determination pursuant to Government Code Section 21166 as to whether such disability is industrial.

6. BE IT FURTHER RESOLVED that the member was or will be separated from his employment in the position of DEPUTY SHERIFF, after the expiration of his leave rights under Government Code §§ 21163 and 21164, effective June 12, 2019. His last day on paid status was August 3, 2018.

7. There is a possibility of third party liability.

8. The primary disabling condition is injury to lower back.

9. There is a competent medical opinion certifying the disability is expected to be permanent.

10. Advanced Disability Pension payments will be made. These payments will be made biweekly in the amount of \$1,636.04 retroactively to August 12, 2018.

ADOPTED as a Resolution of the Board of Supervisors of San Benito County at a meeting thereof held on the 11th day of June, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Mark Medina, Chair
San Benito County Board of Supervisors

APPROVED AS TO FORM:



Barbara Thompson,
County Counsel

ATTEST:

Jane Slibsager
Clerk of the Board



**SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM**

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 54.

MEETING DATE: 6/11/2019

DEPARTMENT: COUNTY COUNSEL

DEPT HEAD/DIRECTOR: Barbara Thompson

AGENDA ITEM PREPARER: Barbara Thompson

SBC DEPT FILE NUMBER: 235.6

SUBJECT:

CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

No. of cases: 2 Subdivisions (a) and (d)(1) of Section 54956.9

Name of Case: BMC Promise Way, LLC, dba Benchmark Communities v. County of San Benito, City of Hollister, Sixth Appellate District, Court of Appeals, Case No. H046707.

Rose, et. al. v. County of San Benito, Superior Court of California, County of San Benito, Case No. CU-17-00151.

SBC FILE NUMBER: 235.6

AGENDA SECTION:

Closed Session - P.M.

BACKGROUND/SUMMARY:

Conference with Legal Counsel-Existing Litigation.

Subdivisions (a) and (d)(1) of Section 54956.9

No. of cases 2

Name of Case: BMC Promise Way, LLC, dba Benchmark Communities v. County of San Benito, City of Hollister, Sixth Appellate District, Court of Appeals, Case No. H046707.
Rose, et. al. v. County of San Benito, Superior Court of California, County of San Benito, Case No. CU-17-00151.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Hold Closed Session.

ADDITIONAL PERSONNEL:



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number: 55.

MEETING DATE: 6/11/2019

DEPARTMENT: COUNTY COUNSEL

DEPT HEAD/DIRECTOR: Barbara Thompson

AGENDA ITEM PREPARER: Barbara Thompson

SBC DEPT FILE NUMBER: 235.6

SUBJECT:

CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS Section 54956.8

Property street address: 0 Buena Vista Road (APN 019-230-002) (On Buena Vista Road across the road from where Buena Vista Road makes a 90 degree turn towards the north)

Agency Negotiators: Ray Espinosa, County Administrative Officer; County Counsel Barbara Thompson

Negotiating parties: Graniterock

Under Negotiation: Price and Terms of Payment

Property street address: Panoche Valley Road (acquiring formal grant of easement for existing roadway from Paul Wattis)

Agency Negotiators: Ray Espinosa, County Administrative Officer; County Counsel Barbara Thompson

Negotiating parties: Paul Wattis, Paul Rovella

Under Negotiation: Price and Terms of Payment

AGENDA SECTION:

Closed Session - P.M.

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Closed Session.

ADDITIONAL PERSONNEL:

BOARD ACTION RESULTS:

No reportable action.



**SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM**

Mark Medina
District No. 1
Chair

Anthony Botelho
District No. 2

Peter Hernandez
District No. 3

Jim Gillio
District No. 4

Jaime De La Cruz
District No. 5
Vice - Chair

Item Number:

MEETING DATE: 6/11/2019

DEPARTMENT: BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER: Janet Slibsager

SBC DEPT FILE NUMBER:

SUBJECT:

Adjourn to the next special meeting of June 24, 2019.

AGENDA SECTION:

Next Meeting Date/Time

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Adjourn to the next special meeting of June 24, 2019.

ADDITIONAL PERSONNEL: