County of San Benito, CA

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

Meeting Agenda- POSTED AND FINAL AS AMENDED

January 24, 2017 - 9:00 AM

Board of Supervisors
Jaime De La Cruz
Board Chairman
District No. 5
Anthony Botelho
Vice-Chair
District 2
Mark Medina
District 1
Robert Rivas
District 3
Jerry Muenzer
District 4

SAN BENITO COUNTY
BOARD OF SUPERVISORS

Mark Medina	Anthony Botelho	Robert Rivas	Jerry	Jaime De La Cruz
District No. 1	District No. 2	District No. 3	Muenzer	District No. 5
	Vice - Chair		District No. 4	Chair

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

REGULAR MEETING AGENDA - POSTED AND FINAL AS AMENDED

January 24, 2017

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 Anthony Botelho, District #2.

b. Acknowledge Certificate of Posting

Certificate of Posting.

c. **Presentations and Recognitions**

BOARD OF SUPERVISORS

Present Certificate of Appreciation to Katherine Hough as a member of the Workforce Development Board (WDB) of San Benito County for (9) years.

SBC FILE NUMBER: 156

BOARD OF SUPERVISORS

Present Certificate of Recognition to Planning Commissioner, Jeff Culler, recognizing eight (8) years of outstanding and dedicated service to the San Benito County Planning Commission. SBC FILE NUMBER: 156

BOARD OF SUPERVISORS

Present Certificate of Recognition to Planning Commissioner, Dan DeVries, recognizing twelve (12) years of outstanding and dedicated service to the San Benito County Planning Commission. SBC FILE NUMBER: 156

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. **AGRICULTURAL COMMISSIONER - K. OVERSTREET**
   Approve State contract, 16-0593-SF, for Asian Citrus Psyllid (ACP) for trapping activities, from January 1, 2017 through September 30, 2017, for a total contract value is $113,451.00.
   SBC FILE NUMBER: 1.1
2. **BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO**
   Approve contract with Sun Street Centers, "Women's" Sober Living Environment (SLE) for the term of January 24, 2017 to June 30, 2017.
   SBC FILE NUMBER: 810
3. **BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO**
   Approve Appointment of Margie Barrios to the Behavioral Health Board for District #1 for the term of January 24, 2017 to January 24, 2020.
   SBC FILE NUMBER: 810
4. **BOARD OF SUPERVISORS**
   Approve Certificate of Recognition for 2017 Chamber of Commerce Man, Woman and Businesses of the Year. To be presented at the awards dinner on January 28, 2017.
   SBC FILE NUMBER: 156
5. **BOARD OF SUPERVISORS**
   Approve appointment of Jean Zlotkin to the Planning Commission

representing District #2 for Supervisor Botelho and Mark Tognazzini representing District #1 for Supervisor Medina for the period of January 24, 2017 through January 2, 2020.
SBC FILE NUMBER: 790.2

6. **BOARD OF SUPERVISORS**
Approve appointment of Mindy Sotelo to the Parks and Recreation Commission representing District #3, for the period of January 24, 2017 through January 24, 2019.
SBC FILE NUMBER: 93

7. **BOARD OF SUPERVISORS**
Approve the appointment of Robert Hillebrecht to the Resource Conservation District Board of Directors to fill a term left vacant by a resignation through November 2020.
SBC FILE NUMBER: 1059

8. **CHILD SUPPORT SERVICES - J. MURRAY**
Approve the 2017 California State/Local Child Support Agency Plan of Cooperation for the period of October 1, 2016 through September 30, 2017; and authorize the Department Director to sign.
SBC FILE NUMBER: 22

9. **COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**
Review and approve the FY 2015/2016 Annual Impact Fee Report, which was first presented for public review at the Board of Supervisors' meeting of December 13, 2016.
SBC FILE NUMBER: 119

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

Approve out-of-state travel for County Administrative Officer, Ray Espinosa, and Chair of the Board of Supervisors, Jaime De La Cruz, to attend the annual National Association of Counties (NACO) Legislative Conference held in Washington, D.C. from February 25, 2017 - March 1, 2017, in the amount of approximately $7,630.00.

11. **COUNTY COUNSEL'S OFFICE - M. GRANGER**
Approve amendment No. 2 to legal services agreement with Shute, Mihaly and Weinberger, LLP in the additional amount not to exceed $5,000 (for a total contract amount up to $25,000) for the Class 1 landfill contract.
SBC FILE NUMBER: 160

12. **COUNTY COUNSEL'S OFFICE - M. GRANGER**
Approve amendment No. 1 of legal services agreement with Shute, Mihaly and Weinberger, LLP in the amount not to exceed $50,000, for a new total amount not to exceed $100,000, to provide specialized legal advice in the area of solid waste.
SBC FILE NUMBER: 160

13. **HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**
Approve new appointment of Ellen Laitinen to the Community Action Board (CAB), as the Representative for the Private Sector for District# 1 to the CAB for a three-year term effective November 8, 2016 through November 8, 2019.
SBC FILE NUMBER: 130

14. **HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**
Approve agreement for the leasing and servicing of a 2017 Chevrolet Silverado 1500 for the HHSA Public Health Department in an amount of $621.90 per month. Authorize the chair to sign the Equity Lease Agreement. Authorize the CAO to sign any additional paperwork necessary for the order and delivery of the 2017 Chevrolet Silverado 1500.
SBC FILE NUMBER: 130

15. **HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**
Approve contract with National Council on Crime and Delinquency (NCCD) for Internet Access to SafeMeasures® from January 1, 2017 to December 31, 2018 in the amount of $12,000.00.
SBC FILE NUMBER: 130

16. **HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**
Adoption of Resolution accepting the 2017 Community Services Block Grant (CSBG) #17F 2034, approving the grant agreement and authorizing the Director to execute the agreement.
SBC FILE NUMBER: 130
RESOLUTION NO: 2017-1

17. **HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**
Approve appointment of Mr. Pierce Timothy to the Community Action Board as the Representative for the BOS for District# 2 for a three-year term effective 11/10/2016 through 11/10/2019.
SBC FILE NUMBER: 130

18. **HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**
Approval of the Pre-Apprenticeship Training Implementation Grant MOU between the Workforce Development Boards of Monterey and San Benito Counties for the period of September 1, 2016 through September 30, 2017.
SBC FILE NUMBER: 130

19. **HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**
Approve the agreement between the San Benito County Health & Human Services Agency and the City of Salinas for a non-entitlement Emergency Solutions Grant (ESG) for an amount of $190,000 for the period of December 19, 2016 through December 19, 2017.
SBC FILE NUMBER: 130

20. **OFFICE OF EMERGENCY SERVICES - K. O'NEILL**
Approve purchase of horse trailer to be paid by Homeland Security Grant Program (HSGP) FY16 funds to be used and stored at the City of Hollister Animal Control and Equine Evacuation volunteer group in the amount not to exceed $20,000.00, and authorize the CAO to execute any related documents necessary to complete the sale, subject to the approval of County Counsel.
SBC FILE NUMBER: 75.5

21. **RESOURCE MANAGEMENT AGENCY - B. BARNES**
Approve contract with In Studio Architecture for architectural services for the Public Health Department Tenant Improvements at 351 Tres Pinos Road, Hollister, in the amount of $43,500 for the period of January 24, 2017 through September 30, 2017.
SBC FILE NUMBER: 105.3

22. **RESOURCE MANAGEMENT AGENCY - B. BARNES**
Consider and approve an MOU and Purchase Option with CSDC regarding the proposed affordable housing development at the site of the Southside Hospital.
SBC FILE NUMBER: 790

23. **RESOURCE MANAGEMENT AGENCY - B. BARNES**
Approve agreement with the Babe Ruth League for the use of the Veterans Memorial Park baseball field, for a term of January 25, 2017 through June 30, 2022.
SBC FILE NUMBER: 127

24. **RESOURCE MANAGEMENT AGENCY - B. BARNES**
Approve contract with Integrated Commissioning & Energy in the amount of $17,500.00 for the term of January 24, 2017 through June 30, 2019 for building commissioning services required for the Jail Expansion Project.
SBC FILE NUMBER: 120.5

25. **RESOURCE MANAGEMENT AGENCY - B. BARNES**
Approve the Payflow Gateway Services Agreement for the use of PayPal Payflow Link services for online Planning and Building Permit Payment processing through the new Accela Permit Software.
SBC FILE NUMBER: 790

26. **SHERIFF'S OFFICE - D. THOMPSON**
Approve out-of-state travel for Sheriff Thompson to attend Western States Sheriff's Conference in Reno, Nevada from March 5th - March 9th, 2017, in the amount of $1,195.00.
SBC FILE NUMBER: 110

27. **TREASURER-TAX COLLECTOR- M.L. ANDRADE**
Adopt Resolution delegating to the San Benito Treasurer the authority to invest and re-invest county funds and the funds of other depositors in the County Treasury, or to sell or exchange securities so purchased.
SBC FILE NUMBER: 685.2
RESOLUTION NO: 2017-2

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.

28. **OFFICE OF EMERGENCY SERVICES - K. O'NEILL**
Update on the Pacheco Creek flood.
SBC FILE NUMBER: 75.5

29. **HUMAN RESOURCES - G. COCHRAN**
Receive a Presentation from Alliant and County Staff regarding Health Care Implementation.
SBC FILE NUMBER: 630

30. **BOARD OF SUPERVISORS**
    Pajaro Compass Presentation by Pajaro River Watershed Flood Prevention Authority.
    SBC FILE NUMBER: 156
31. **RESOURCE MANAGEMENT AGENCY- B. BARNES**
    Receive update on the proposed Monterey Bay Community Power regional JPA.
    SBC FILE NUMBER: 105
32. **HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**
    Presentation of the 2016 San Benito County Workforce Development "At Your Service" Lay-off Aversion Report.
    SBC FILE NUMBER: 130
33. **RESOURCE MANAGEMENT AGENCY - B. BARNES**
    Provide monthly update on the state of roads within San Benito County. SBC FILE NUMBER: 105
34. **HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**
    Provide Director's Monthly Homeless Update - San Benito County Warming Shelter.
    SBC FILE NUMBER: 130
35. **SAN BENITO COUNTY LONG TERM CARE COMMISSION**
    Receive presentation of quarterly report from the Long Term Care Commission and an announcement of name change.
    SBC FILE NUMBER: 130.1

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.)

36. **CLOSED SESSION - CONFERENCE WITH LABOR NEGOTIATORS**
    Agency designated representatives: Allyson Hauck, Ray Espinosa, Joe Paul Gonzalez, Melinda Casillas, Georgia Cochran, and Steve Coffee

    Employee Organizations:
    Institutions Association
    Law Enforcement Management
    Management Employees Group (MEG)
    SEIU Local 521 (General Unit)
    Deputy Sheriff's Association
    SEIU United Long Term Care Workers Local 6434
    Unrepresented Employees (Confidential, Confidential Management, Appointment Department Heads)

    Authority: California Government Code Section 54957.6
    SBC FILE NUMBER: 235.6
37. **CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Property: Lantis-Ward (APN 020-280-050),
at 2100 Cienega Rd., Hollister, California

Agency Negotiator(s): Brent Barnes, RMA Director; Adam Goldstone, Capital Program Manager; Ray Espinosa, CAO; Matthew Granger, County Counsel, Barbara Thompson, Assistant County Counsel, and Shirley Murphy, Deputy County Counsel

Negotiating Parties: Dave Lantis

Under Negotiation: price and terms of payment

Authority: California Government Code section 54956.8.
SBC FILE NUMBER: 235.6

38. **CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
Subdivisions (a) and (d)(1) of Government Code Section 54956.9
Name of Case: County of San Benito v. Heirs of Cowden, et al., Superior Court of California, County of San Benito, Case No. CU-16-00202
SBC FILE NUMBER: 235.6

39. **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: 1
SBC FILE NUMBER: 235.6

40. **CLOSED SESSION - PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Title: County Counsel
Authority: California Government Code 54957
SBC FILE NUMBER: 235.6

ADJOURNMENT

Adjourn to the next regular meeting of Tuesday, February 7, 2017.

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

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number:

MEETING DATE: 1/24/2017

DEPARTMENT: CLERK OF THE BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER:

SBC DEPT FILE NUMBER:

SUBJECT:

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

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 Anthony Botelho, District #2.

ADDITIONAL PERSONNEL:

SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number:

MEETING DATE: 1/24/2017

DEPARTMENT: CLERK OF THE BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR: Chase Graves

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:

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Certificate of Posting 1.24.17	1/18/2017	Cover Memo
Certificate of Posting 1.24.17 (amended)	1/20/2017	Cover Memo

COUNTY OF SAN BENITO, CA
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 Regular Meeting of Tuesday, January 24, 2017 was posted on the 18th day of January, 2017 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, Chase Graves, Clerk of the Board of Supervisors, certify under penalty of perjury, that the foregoing is true and correct.

Chase Graves

CHASE GRAVES
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF SAN BENITO, CA

COUNTY OF SAN BENITO, CA
BOARD OF SUPERVISORS
CERTIFICATE OF POSTING

Pursuant to California Government Code Section 59454.2(a), the amended meeting agenda for the San Benito County Board of Supervisors Regular Meeting of Tuesday, January 24, 2017 was posted on the 20th day of January, 2017 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 amended 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, Chase Graves, Clerk of the Board of Supervisors, certify under penalty of perjury, that the foregoing is true and correct.

Chase Graves

CHASE GRAVES
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF SAN BENITO, CA

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number:

MEETING DATE: 1/24/2017

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: Enrique Arreola

AGENDA ITEM PREPARER: Andi Anderson

SBC DEPT FILE NUMBER: 156

SUBJECT:

BOARD OF SUPERVISORS
Present Certificate of Appreciation to Katherine Hough as a member of the Workforce Development Board (WDB) of San Benito County for (9) years.
SBC FILE NUMBER: 156

AGENDA SECTION:

Presentations and Recognitions

BACKGROUND/SUMMARY:

For 9 years, Katherine Hough has been a champion serving as a volunteer on the WDB. She first joined the WDB on March 6, 2007. As a member of the WDB she served as chair for 2 years and on numerous committees including: Executive Committee, Programs & Planning Committee, Membership Committee, Bylaws Committee. Mrs. Hough was instrumental in approving local policies & procedures. During the transition from the Workforce Investment Action, she also provided invaluable input in the Workforce Innovation and Opportunities Act (WIOA) Memorandum of Understand and assisted with the development of partnerships with surrounding counties. Mrs. Hough's service on the Membership committee helped to recruit and encourage local business owners and public sector employers to volunteer their services to the WDB and San Benito County. Mrs. Hough is appreciated for her commitment, dedication and contributions to the residents of San Benito County.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

N/A

CURRENT FY COST:

0.00

STAFF RECOMMENDATION:

Recognize Katherine for serving 9 years as a member of the WDB of San Benito County.

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

Certificate approved and presented by Supervisor Robert Rivas.

ATTACHMENTS:

Description	Upload Date	Type
Resignation - Kathy Hough	1/5/2017	Cover Memo
Kathy Hough previous appointments	1/5/2017	Cover Memo
Certificate of Recognition	1/18/2017	Cover Memo

HOUGH CONSTRUCTION CO., INC.

303 Linda Dr.
Hollister, CA 95023
(831)-636-5827 Fax (831) 630-0830
Email:paull@houghconstructioninc.com
Lic. #498686
"Building For Three Generations

November 8, 2016

San Benito County Workforce Development Board
1111 San Felipe Road
Hollister, CA 95023

Gentlepersons:

I am submitting my formal letter of resignation from the Work Development Board as of December 31, 2016.

I will be retiring from my current position at Hough Construction Co., Inc. and will no longer qualify for serving on the board. In addition, my husband and I are looking forward to more free time and ability to pursue our personal interests and hobbies.

I have enjoyed serving on this Board for about the last 10 years. I have met some very interesting and talented individuals and learned so much about the process of work development.

Thank you for all you do for our community.

Sincerely,

Katherine Hough
Corporate Secretary

Enrique

AGENDA ITEM TRANSMITTAL

TO: BOARD OF SUPERVISORS FROM: HHSA (CSWD)	Agenda Time Estimates: Minutes or ☒ Consent	Leave Blank: 939	Date/Time Rec'd: 3/7/13 8
	CONTACT FOR INFORMATION: Name: Maria Corona/Enrique Arreola Phone No: 636-4180/637-9293	NUMBER OF CERTIFIED COPIES REQUIRED: 1	

MEETING DATE: 03/19/13

(1) SUBJECT: RE-APPOINTMENT TO THE WORKFORCE INVESTMENT BOARD (WIB)

(2) BACKGROUND INFORMATION (Attach additional pages if necessary):

The Workforce Investment Board requests the re-appointment of Ms. Katherine Hough of Hough Construction Co., a private sector agency, a required board position pursuant to the Workforce Investment Act Federal Register, Membership of the Local Board, Section 117(b). Ms. Hough has indicated she would like to continue serving on the WIB. The Workforce Investment Board approved Ms. Hough's re-appointment at their February 12, 2013 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 is required that a board member attend a Workforce Investment Act (WIA) workshop/training/seminar, etc.

(3) OTHER AGENCY INVOLVEMENT:

There are no other agencies involved in this request.

(4) SUPPORTIVE DOCUMENTS RELATIVE TO THIS ITEM: ☐ Contract ☐ Resolution ☐ Ordinance ☒ Other: Board Appointment	(5) PREVIOUS RELEVANT BOARD ACTIONS ON THIS SPECIFIC ITEM: Approved		
(6) FUNDING SOURCE(S): N/A	(7) CURRENT YEAR COST: $ 0	(8) ANNUAL COST: $ 0	(9) BUDGETED: ☐ YES ☐ NO

(10) WILL PROPOSAL REQUIRE ADDITIONAL PERSONNEL? ☐ YES ☒ NO IF YES, STATE NUMBER: Permanent Limited Term

(11) RECOMMENDED ACTION(S):

Re-appoint Ms. Katherine Hough to the WIB to represent the private sector, a mandated representative board position, for a three year term, effective March 19, 2013 through March 19, 2016.

SIGNATURE OF AGENCY OR DEPARTMENT AUTHORIZED REPRESENTATIVE — DATE 3/5/13

CLERK'S USE ONLY

☒ APPROVED ☐ DENIED ☐ ADOPTED ☐ CONTINUED TO
☐ ACKNOWLEDGED ☐ ACCEPTED ☐ RESOLUTION NO. ☐ OTHER
☐ SET PUBLIC HEARING ☐ APPOINTED ☐ ORDINANCE NO. ☐ NO ACTION TAKEN

BY: Denise M. Mone
Deputy Clerk of the Board
DATE: 3/19/13

AGENDA ITEM TRANSMITTAL

TO: BOARD OF SUPERVISORS FROM: HHSA (CSWD)	Agenda Time Estimates: Minutes or ☒ Consent	Leave Blank:	Date/Time Rec'd:
	CONTACT FOR INFORMATION: Name: Maria Corona/Enrique Arreola Phone No: 636-4180/637-9293	NUMBER OF CERTIFIED COPIES REQUIRED: 1	
MEETING DATE: 03/19/13	(1) SUBJECT: RE-APPOINTMENT TO THE WORKFORCE INVESTMENT BOARD (WIB)		

(2) BACKGROUND INFORMATION (Attach additional pages if necessary):

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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 is required that a board member attend a Workforce Investment Act (WIA) workshop/training/seminar, etc.

(3) OTHER AGENCY INVOLVEMENT:

There are no other agencies involved in this request.

(4) SUPPORTIVE DOCUMENTS RELATIVE TO THIS ITEM:	(5) PREVIOUS RELEVANT BOARD ACTIONS ON THIS SPECIFIC ITEM:		
☐ Contract ☐ Resolution ☐ Ordinance ☒ Other: Board Appointment	Approved		
(6) FUNDING SOURCE(S): N/A	(7) CURRENT YEAR COST: $ 0	(8) ANNUAL COST: $ 0	(9) BUDGETED: ☐ YES ☐ NO

(10) WILL PROPOSAL REQUIRE ADDITIONAL PERSONNEL? ☐ YES ☒ NO If YES, STATE NUMBER: Permanent Limited Term

(11) RECOMMENDED ACTION(S):

Re-appoint Ms. Katherine Hough to the WIB to represent the private sector, a mandated representative board position, for a three year term, effective March 19, 2013 through March 19, 2016.

SIGNATURE OF AGENCY OR DEPARTMENT AUTHORIZED REPRESENTATIVE	DATE
	3/5/13

CLERK'S USE ONLY

☐ APPROVED ☐ DENIED ☐ ADOPTED ☐ CONTINUED TO _____
☐ ACKNOWLEDGED ☐ ACCEPTED ☐ RESOLUTION NO. _____ ☐ OTHER _____
☐ SET PUBLIC HEARING ☐ APPOINTED ☐ ORDINANCE NO. _____ ☐ NO ACTION TAKEN _____

BY:

_____
Deputy Clerk of the Board

DATE:

COPY ROUTING: BOARD – ORIGINATING DEPT. – AUDITOR

BOARD/COMMISSION/COMMITTEE APPOINTMENT

(This form needs to accompany the transmittal submitted to the Board of Supervisors)

(PLEASE PRINT)

BOARD/COMMISSION: **Workforce Investment Board (WIB)**

CONTACT PERSON: **Enrique Arreola**

NAME OF APPOINTEE: **Katherine Hough**
303 Linda Drive
Hollister, CA 95023

PHONE: **(831) 801-0265** **E-Mail: khough@hollinet.com**

DATE APPOINTMENT EFFECTIVE: **March 19, 2013**

TERM ENDING: **March 19, 2016**

SUPERVISOR DISTRICT: **N/A**

PREVIOUS APPOINTMENTS: **March 6, 2010 thru March 5, 2013**

****

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: Denise Thome
481 Fourth Street
Hollister, CA 95023

AGENDA ITEM TRANSMITTAL

Agenda Time Estimates: Minutes or ☒ Consent	Leave Blank:	Date/Time Rec'd:

TO: BOARD OF SUPERVISORS

FROM: HHSA (CSWD)

CONTACT FOR INFORMATION:	NUMBER OF CERTIFIED COPIES REQUIRED: 2
Name: Kathy Flores/Enrique Arreola Phone No: 637-9293	

MEETING DATE:	(1) SUBJECT:
03/09/10	RE-APPOINTMENT TO THE WORKFORCE INVESTMENT BOARD (WIB)

(2) BACKGROUND INFORMATION:

The WIB requests the re-appointment of Ms. Katherine Hough, private sector representative. This is a mandated position pursuant to the Workforce Investment Act Federal Register, Membership of the Local Board, Section 117(b). The WIB requests that the re-appointment be effective March 6, 2010, for a three-year term.

(3) SUPPORTIVE DOCUMENTS RELATIVE TO THIS ITEM:	(4) PREVIOUS RELEVANT BOARD ACTIONS ON THIS SPECIFIC ITEM:		
Board Report/Board Appointment Forms	March 6, 2007		
(5) FUNDING SOURCE(S): N/A	(6) CURRENT YEAR COST: $ 0	(7) ANNUAL COST: $ 0	(8) BUDGETED: ☐ YES ☐ NO

(9) WILL PROPOSAL REQUIRE ADDITIONAL PERSONNEL? ☐ YES ☒ NO If YES, STATE NUMBER: Permanent Limited Term

(10) RECOMMENDED ACTION(S):

Re-appoint Ms. Katherine Hough to the WIB to represent a required private sector agency for a three-year term, effective March 6, 2010 through March 5, 2013.

SIGNATURE OF AGENCY OR DEPARTMENT AUTHORIZED REPRESENTATIVE	DATE
	3/2/10

(11) ADMINISTRATIVE REVIEW:

CLERK'S USE ONLY

☐ APPROVED	☐ DENIED	☐ ADOPTED	☐ CONTINUED TO _____
☐ ACKNOWLEDGED	☐ ACCEPTED	☐ RESOLUTION NO. _____	☐ OTHER _____
☐ SET PUBLIC HEARING	☐ APPOINTED	☐ ORDINANCE NO. _____	☐ NO ACTION TAKEN _____

BY: _____
Deputy Clerk of the Board

DATE:

COPIES: BOARD – ORIGINATING DEPT. – AUDITOR – HOLDING COPY

REVISED: 4/3/01

Health & Human Services Agency, Division of
COMMUNITY SERVICES & WORKFORCE DEVELOPMENT
1111 SAN FELIPE ROAD, SUITE 108 • HOLLISTER, CA 95023 • (831) 637-9293 • FAX (831) 637-0996

TO: HONORABLE SAN BENITO COUNTY BOARD OF SUPERVISORS

FROM: KATHY FLORES, HHSA DIRECTOR

SUBJECT: **RE-APPOINTMENT TO WORKFORCE INVESTMENT BOARD (WIB)**

DATE: 3/2/2010

Summary
The Workforce Investment Board requests the re-appointment of Ms. Katherine Hough of Hough Construction Co., Inc., a private sector agency, a required board position pursuant to the Workforce Investment Act Federal Register, Membership of the Local Board, Section 117(b). Ms. Hough has indicated she would like to continue serving on the WIB.

Recommendation
Re-appoint Ms. Hough to the Workforce Investment Board to represent a private sector agency, for a three-year term effective March 6, 2010 through March 5, 2013.

Discussion
The WIB Executive Committee approved Ms. Hough's re-appointment at the February 9, 2010 WIB meeting.

Other Agency Involvement
There are no other agencies involved in this request.

Financial Considerations
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 is required that a board member attend a Workforce Investment Act (WIA) workshop/training/seminar, etc.

BOARD/COMMISSION/COMMITTEE APPOINTMENT

(This form needs to accompany the transmittal submitted to the Board of Supervisors)

(PLEASE PRINT)

BOARD/COMMISSION: **Workforce Investment Board (WIB)**

CONTACT PERSON: **Enrique ARREOLA**

NAME OF APPOINTEE: **Katherine Hough**
303 Linda Drive
Hollister, CA 95023

PHONE: **(831) 801-0265** **E-Mail: khough@hollinet.com**

DATE APPOINTMENT EFFECTIVE: **March 6, 2010**

TERM ENDING: **March 5, 2013**

SUPERVISOR DISTRICT: **N/A**

PREVIOUS APPOINTMENTS: **March 6, 2007**

****

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: Linda Churchill
481 Fourth Street
Hollister, CA 95023

AGENDA ITEM TRANSMITTAL

TO: BOARD OF SUPERVISORS FROM: HHSA (CSWD)	Agenda Time Estimates: Minutes or ☒ Consent	Leave Blank:	Date/Time Rec'd:
	CONTACT FOR INFORMATION: Name: Kathy Flores/Enrique Arreola Phone No: 637-9293		NUMBER OF CERTIFIED COPIES REQUIRED: 2

MEETING DATE: 03/09/10

(1) SUBJECT: RE-APPOINTMENT TO THE WORKFORCE INVESTMENT BOARD (WIB)

(2) BACKGROUND INFORMATION:

The WIB requests the re-appointment of Ms. Katherine Hough, private sector representative. This is a mandated position pursuant to the Workforce Investment Act Federal Register, Membership of the Local Board, Section 117(b). The WIB requests that the re-appointment be effective March 6, 2010, for a three-year term.

(3) SUPPORTIVE DOCUMENTS RELATIVE TO THIS ITEM: Board Report/Board Appointment Forms	(4) PREVIOUS RELEVANT BOARD ACTIONS ON THIS SPECIFIC ITEM: March 6, 2007		
(5) FUNDING SOURCE(S): N/A	(6) CURRENT YEAR COST: $ 0	(7) ANNUAL COST: $ 0	(8) BUDGETED: ☐ YES ☐ NO

(9) WILL PROPOSAL REQUIRE ADDITIONAL PERSONNEL? ☐ YES ☒ NO If YES, STATE NUMBER: Permanent Limited Term

(10) RECOMMENDED ACTION(S):

Re-appoint Ms. Katherine Hough to the WIB to represent a required private sector agency for a three-year term, effective March 6, 2010 through March 5, 2013.

SIGNATURE OF AGENCY OR DEPARTMENT AUTHORIZED REPRESENTATIVE	DATE 3/2/10

(11) ADMINISTRATIVE REVIEW:

CLERK'S USE ONLY

☐ APPROVED	☐ DENIED	☐ ADOPTED	☐ CONTINUED TO
☐ ACKNOWLEDGED	☐ ACCEPTED	☐ RESOLUTION NO.	☐ OTHER
☐ SET PUBLIC HEARING	☐ APPOINTED	☐ ORDINANCE NO.	☐ NO ACTION TAKEN

BY:

Deputy Clerk of the Board

DATE:

COPIES: BOARD – ORIGINATING DEPT. – AUDITOR – HOLDING COPY

REVISED: 4/3/01

Health & Human Services Agency, Division of
COMMUNITY SERVICES & WORKFORCE DEVELOPMENT
1111 SAN FELIPE ROAD, SUITE 108 • HOLLISTER, CA 95023 • (831) 637-9293 • FAX (831) 637-0996

TO: HONORABLE SAN BENITO COUNTY BOARD OF SUPERVISORS

FROM: KATHY FLORES, HHSA DIRECTOR

SUBJECT: **RE-APPOINTMENT TO WORKFORCE INVESTMENT BOARD (WIB)**

DATE: 3/2/2010

Summary
The Workforce Investment Board requests the re-appointment of Ms. Katherine Hough of Hough Construction Co., Inc., a private sector agency, a required board position pursuant to the Workforce Investment Act Federal Register, Membership of the Local Board, Section 117(b). Ms. Hough has indicated she would like to continue serving on the WIB.

Recommendation
Re-appoint Ms. Hough to the Workforce Investment Board to represent a private sector agency, for a three-year term effective March 6, 2010 through March 5, 2013.

Discussion
The WIB Executive Committee approved Ms. Hough's re-appointment at the February 9, 2010 WIB meeting.

Other Agency Involvement
There are no other agencies involved in this request.

Financial Considerations
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 is required that a board member attend a Workforce Investment Act (WIA) workshop/training/seminar, etc.

BOARD/COMMISSION/COMMITTEE APPOINTMENT

(This form needs to accompany the transmittal submitted to the Board of Supervisors)

(PLEASE PRINT)

BOARD/COMMISSION: **Workforce Investment Board (WIB)**

CONTACT PERSON: **Enrique ARREOLA**

NAME OF APPOINTEE: **Katherine Hough**
303 Linda Drive
Hollister, CA 95023

PHONE: **(831) 801-0265** **E-Mail: khough@hollinet.com**

DATE APPOINTMENT EFFECTIVE: **March 6, 2010**

TERM ENDING: **March 5, 2013**

SUPERVISOR DISTRICT: **N/A**

PREVIOUS APPOINTMENTS: **March 6, 2007**

****

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: Linda Churchill
481 Fourth Street
Hollister, CA 95023

AGENDA ITEM TRANSMITTAL

Agenda Time Estimates: Minutes or ☒ Consent	Leave Blank:	Date/Time Rec'd:

TO: BOARD OF SUPERVISORS

FROM: HHSA (CSWD)

CONTACT FOR INFORMATION:
Name: Kathy Flores/Maria Fehl
Phone No: 637-9293

NUMBER OF CERTIFIED COPIES REQUIRED: 1

MEETING DATE: 3-6-07

(1) SUBJECT:
APPOINTMENT TO THE WORKFORCE INVESTMENT BOARD (WIB)

(2) BACKGROUND INFORMATION:

The Workforce Investment Board (WIB) requests the appointment of Ms. Katherine Hough of Hough Construction Co, Inc., a mandated Private Sector representative, pursuant to the Workforce Investment Act Federal Register, Membership of the Local Board, Section 117(b). The WIB requests that the appointment be effective March 6, 2007, for a three-year term.

(3) SUPPORTIVE DOCUMENTS RELATIVE TO THIS ITEM:
Board Report

(4) PREVIOUS RELEVANT BOARD ACTIONS ON THIS SPECIFIC ITEM:
Approved

(5) FUNDING SOURCE(S):	(6) CURRENT YEAR COST:	(7) ANNUAL COST:	(8) BUDGETED:
N/A	$ 0	$ 0	☐ YES ☐ NO

(9) WILL PROPOSAL REQUIRE ADDITIONAL PERSONNEL? ☐ YES ☒ NO If YES, STATE NUMBER:
Permanent Limited Term

(10) RECOMMENDED ACTION(S):

Appoint Ms. Katherine Hough to the WIB to represent the private sector, a mandated representative board position, for a three-year term effective March 6, 2007 through March, 2010.

SIGNATURE OF AGENCY OR DEPARTMENT AUTHORIZED REPRESENTATIVE

DATE 2/26/07

(11) ADMINISTRATIVE REVIEW:

CLERK'S USE ONLY

☐ APPROVED ☐ DENIED ☐ ADOPTED ☐ CONTINUED TO
☐ ACKNOWLEDGED ☐ ACCEPTED ☐ RESOLUTION NO. ☐ OTHER
☐ SET PUBLIC HEARING ☐ APPOINTED ☐ ORDINANCE NO. ☐ NO ACTION TAKEN

BY:

Deputy Clerk of the Board

DATE:

COPIES: BOARD – ORIGINATING DEPT. – AUDITOR – HOLDING COPY

REVISED: 4/3/01

Health & Human Services Agency, Division of
COMMUNITY SERVICES & WORKFORCE DEVELOPMENT
1111 SAN FELIPE ROAD, SUITE 108 • HOLLISTER, CA 95023 • (831) 637-9293 • FAX (831) 637-0996

TO: HONORABLE SAN BENITO COUNTY BOARD OF SUPERVISORS

FROM: KATHY FLORES, HHSA DIRECTOR

SUBJECT: APPOINTMENT TO WORKFORCE INVESTMENT BOARD (WIB)

DATE: 2/26/2007

Summary
The Workforce Investment Board requests the appointment of Ms. Katherine Hough from Hough Construction Co., Inc., a private sector agency, a required board position pursuant to the Workforce Investment Act Federal Register, Membership of the Local Board, Section 117(b).

Recommendation
Appoint Ms. Katherine Hough to the Workforce Investment Board to represent Hough Construction Co., Inc. for a three-year term effective March 6, 2007 through March 6, 2010.

Discussion
Ms. Hough has filed a membership application for nomination consideration to the Workforce Investment Board. The WIB-Executive Committee approved Ms. Hough appointment at the February 13, 2007 meeting.

Other Agency Involvement
There are no other agencies involved in this request.

Financial Considerations
These board positions are volunteer positions. The representatives from the various required agencies/businesses are no paid by CSWD or the various program/funding sources of the agency. The only time any reimbursement is provided is when/if is required that a board member attend a Workforce Investment Act (WIA) workshop/training/seminar, etc.

RECEIVED
JAN 25 2007

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 Investment Board (WIB)**

NAME: Katherine Hough

PHONE: 831-801-0265

BUSINESS ADDRESS: 303 Linda Dr. Khough@hollinet.com

CITY: Hollister ZIP: 95023

LENGTH OF RESIDENCY: 12 years

OCCUPATION: Corporate Secretary

Hough Construction Co., Inc

AFFILLIATIONS: Homeless Taskforce San Benito Co., Fishes & Loaves/Peace & Justice
Sacred Heart – St. Benedicts Parish

REASON(S) FOR SEEKING APPOINTMENT: I was invited to join to represent the private sector.

To help improve our community.

DATE: 1-23-07 SIGNATURE: Katherine Hough

****

Return completed form to

San Benito County
Attention: Linda Churchill, Asst. Clerk of the Board
481 Fourth Street
Hollister, CA 95023
Any Questions, Please Call:
(831) 636-4000

-Or-

Community Services & Workforce Development
Maria Fehl
1111 San Felipe Road Suite 108
Hollister, CA 95023
(831) 637-9293
(831) 637-0996 FAX

BOARD/COMMISSION/COMMITTEE APPOINTMENT

(This form needs to accompany the transmittal submitted to the Board of Supervisors)

(PLEASE PRINT)

BOARD/COMMISSION: **Workforce Investment Board (WIB)**

CONTACT PERSON: **Maria Fehl**

NAME OF APPOINTEE: **Katherine Hough**
303 Linda Drive
Hollister, CA 95023

PHONE: **(831) 801-0265** **E-Mail: khough@hollinet.com**

DATE APPOINTMENT EFFECTIVE: **March 6, 2007**

TERM ENDING: **March 6, 2010**

SUPERVISOR DISTRICT: **N/A**

PREVIOUS APPOINTMENTS:

****

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: Linda Churchill
481 Fourth Street
Hollister, CA 95023

RECEIVED
JAN 25 2007

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 Investment Board (WIB)**

NAME: Katherine Hough

PHONE: 831-801-0265

BUSINESS ADDRESS: 303 Linda Dr. Khough@hollinet.com

CITY: Hollister ZIP: 95023

LENGTH OF RESIDENCY: 12 years

OCCUPATION: Corporate Secretary

Hough Construction Co., Inc

AFFILLIATIONS: Homeless Taskforce San Benito Co., Fishes & Loaves/Peace & Justice
Sacred Heart – St. Benedicts Parish

REASON(S) FOR SEEKING APPOINTMENT: I was invited to join to represent the private sector.

To help improve our community.

DATE: 1-23-07 SIGNATURE: Katherine Hough

****

Return completed form to

San Benito County
Attention: Linda Churchill, Asst. Clerk of the Board
481 Fourth Street
Hollister, CA 95023
Any Questions, Please Call:
(831) 636-4000

-Or-

Community Services & Workforce Development
Maria Fehl
1111 San Felipe Road Suite 108
Hollister, CA 95023
(831) 637-9293
(831) 637-0996 FAX

Hollister CA 95023

(831)636-5827
Fax (831)630-0830

Email khough@hollinet.com

FAX TRANSMITTAL FORM

To: Maria Fehl
Company: Community Service & Workforce Dev
CC:
Phone:
Fax: 831-637-0996

From: K Hough
Date Sent: 1-23-07

Number of Pages: 2

MESSAGE

Hard copy to follow via mail.

THANK YOU

CERTIFICATE OF APPRECIATION

Presented to

Katherine Hough

For your Contribution and Invaluable Service to the Workforce Development Board for 9 years

With profound gratitude and appreciation on behalf of the SAN BENITO COUNTY BOARD OF SUPERVISORS

January 24, 2017

Jaime De La Cruz, Chair

Mark Medina

Anthony Botelho, Vice Chair

Jerry Muenzer

Robert Rivas

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number:

MEETING DATE: 1/24/2017

DEPARTMENT: CLERK OF THE BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR: Chase Graves

AGENDA ITEM PREPARER: Chase Graves

SBC DEPT FILE NUMBER: 156

SUBJECT:

BOARD OF SUPERVISORS
Present Certificate of Recognition to Planning Commissioner, Jeff Culler, recognizing eight (8) years of outstanding and dedicated service to the San Benito County Planning Commission. SBC FILE NUMBER: 156

AGENDA SECTION:

Presentations and Recognitions

BACKGROUND/SUMMARY:

Jeff Culler was first appointed to represent District 1 on the Planning Commission in 2009 and has continually served on that commission since that time.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

CURRENT FY COST:

STAFF RECOMMENDATION:

ADDITIONAL PERSONNEL:

BOARD ACTION RESULTS:

Certificate approved and presented by Supervisor Mark Medina along with former Supervisor Margie Barrios.

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number:

MEETING DATE: 1/24/2017

DEPARTMENT: CLERK OF THE BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR: Chase Graves

AGENDA ITEM PREPARER: Chase Graves

SBC DEPT FILE NUMBER: 156

SUBJECT:

BOARD OF SUPERVISORS
Present Certificate of Recognition to Planning Commissioner, Dan DeVries, recognizing twelve (12) years of outstanding and dedicated service to the San Benito County Planning Commission. SBC FILE NUMBER: 156

AGENDA SECTION:

Presentations and Recognitions

BACKGROUND/SUMMARY:

Dan DeVries has been a dedicated and outstanding representative of District 2 on the Planning Commission for the past twelve (12) years.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

CURRENT FY COST:

STAFF RECOMMENDATION:

ADDITIONAL PERSONNEL:

BOARD ACTION RESULTS:

Certificate approved and presented by Supervisor Anthony Botelho.

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 1.

MEETING DATE: 1/24/2017

DEPARTMENT: AGRICULTURAL COMMISSIONER

DEPT HEAD/DIRECTOR: K. Overstreet

AGENDA ITEM PREPARER: K. Overstreet

SBC DEPT FILE NUMBER:

SUBJECT:

AGRICULTURAL COMMISSIONER - K. OVERSTREET
Approve State contract, 16-0593-SF, for Asian Citrus Psyllid (ACP) for trapping activities, from January 1, 2017 through September 30, 2017, for a total contract value is $113,451.00.
SBC FILE NUMBER: 1.1

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Since October 1, 2014, the County has provided pest detection trapping activities for Asian citrus psyllid under contract with the California Department of Food and Agriculture (CDFA). On September 13, 2016, the contract was amended to fund the expanded trapping activities that resulted from four additional Asian citrus psyllid detections between April and July 2016. This contract supports the continuation of the trapping activities that help reduce the threat of ACP becoming established in San Benito County.

Work will be performed by current regular and seasonal staff. Due to the uncertainty of the continuation of this trapping program, budget estimates of revenue and line item appropriations were conservative. I am requesting the Agricultural Commissioner's FY2016/2017 budget be augmented to reflect the offsetting increase in revenue and increased line item appropriations for temporary

help, vehicle expenses, agricultural and office supplies to support the required trapping activities.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

101.60.1250.1000.550.515 State Aid Asian Citrus Psyllid

CURRENT FY COST:

$85,344.77 (2016/2017 revenue)

STAFF RECOMMENDATION:

1. Approve Contract #16-0593-SF between the California Department of Food & Agriculture and the County of San Benito for Asian citrus psyllid trapping activities from January 1, 2017 through September 30, 2017. Total contract $113,451.00.

2. Authorize the Chair to sign the contract.

3. Approve budget adjustment (for unanticipated revenue/Temporary Salaries, Fuel & Oil, Agricultural and Office Supplies) in the amount of $50,000.00. (4/5 vote)

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

Approved per staff recommendation. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
ACP Agreement 16-0593-SF	12/20/2016	Contract
Budget Adjustment (signed)	1/10/2017	Cover Memo

California Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.10/2016)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
16-0593-SF

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF SAN BENITO

2. The term of this Agreement is: January 1, 2017 through September 30, 2017

3. The maximum amount of this Agreement is: $113,451.00

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Prime Award Information Recipient and Project Information	2 Page
Exhibit B: General Terms and Conditions	3 Page(s)
Exhibit C: Payment and Budget Provisions	1 Page(s)
Exhibit D: Federal Terms and Conditions	3 Page(s)
Attachments: Scope of Work and Budget	24 Page(s)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME *(Organization's Name)*
COUNTY OF SAN BENITO

BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
P.O. Box 699, Holister, CA 95024-0699

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

MA

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Agreement Number:	17-8506-1211-CA
Catalog of Federal Domestic Assistance Number(s):	10.025
Total Amount Awarded to CDFA:	$9,760,231.00
Effective Dates:	10/1/16 through 9/30/17

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein: The County will place and service traps for the detection of the Asian Citrus Psyllid.

   Project Title: Asian Citrus Psyllid

2. The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Debby Tanouye	Name:	Karen Overstreet
Section/Unit:	PHPPS / PDEP	Section/Unit:	COUNTY OF SAN BENITO
Address:	1220 N Street, Room 315	Address:	P.O. Box 699
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Holister, CA 95024-0699
Phone:	916-654-1211	Phone:	831-637-5344
Email Address:	debby.tanouye@cdfa.ca.gov	Email Address:	koverstreet@cosb.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Joanne Shimada	Name:	Billie Jimenez
Section/Unit:	PHPPS / PDEP	Section/Unit:	County of San Benito
Address:	1220 N Street, Room 315	Address:	P.O. Box 699
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Hollister, CA 95024-0699
Phone:	916-654-1211	Phone:	831-637-5344
Email Address:	joanne. shimada@cdfa.ca.gov	Email Address:	bjimenez@cosb.us
		FISCAL CONTACT FOR RECIPIENT (if different from above):	
		Name:	
		Section/Unit:	
		Address:	
		City/State/Zip:	
		Phone:	
		Email Address:	

4. **RECIPIENT: Please check appropriate box below:**
Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**
   This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Assignment**
   This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the Agreement Manager in the form of a formal written amendment.

3. **Governing Law**
   This Agreement is governed by and must be interpreted in accordance with all applicable Federal and State laws.

4. **Mutual Liability**
   Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

5. **Disputes**
   The Recipient must continue with the responsibilities under this Agreement during any dispute with the CDFA. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the Agreement Manager must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

6. **Contractors/Consultants**
   The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its contractors is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All contractors/consultants shall have the proper licenses/certificates required in their respective disciplines. The contract shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

7. **Non-Discrimination Clause**
   The Non-Discrimination Clause applies to the extent that the requirements therein are applicable to the Federal Government. During the performance of this Agreement, Recipient and its contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, and denial family care leave.

   The Recipients and contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Recipient and its contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

8. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

9. **Excise Tax**
   The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

10. **Right to Terminate**
This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

11. **Termination for Cause**
Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However each party will have fifteen (15) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within fifteen (15) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations, pursuant to 2 CFR 200.471.

12. **Reporting Requirements**
The Recipient agrees to complete all reporting requirements listed in Scope of Work.

13. **Publicity and Acknowledgement**
The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material. Recipients may not use the CDFA logo.

14. **Property Damage Claims Process**
Should the property owner claim damages arising under, related to or involving this Agreement, the Recipient shall forward the property owner's written request for compensation to the CDFA Agreement Manager. The written request shall be fully supported by factual information. The Agency Secretary or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDFA's decision, the property owner may file a claim with the California Department of General Services.

15. **Force Majeure**
The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, or similar occurrences.

16. **Amendments**
Changes to Scope of Work, Budget, or the end date, must be requested in writing to the CDFA Agreement Manager via letter, fax or email no later than sixty (60) calendar days prior to the requested implementation date. Any changes to the Scope of Work, Budget, and end date are subject to Agreement Manager approval, and, at its discretion, the Agreement Manager may choose to accept or deny these changes. A formal amendment to the Agreement is required for these changes. No amendments are possible if the Agreement is expired.

17. **Suspension of Payments**
Payment under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if the CDFA determines that Recipient has breached the terms of this Agreement. Upon discovery of any violations of the Agreement terms and conditions, Recipient will be advised in writing of the terms breached and the reasons for imposing suspension of payments. A determination of breach may be appealed in writing and post marked within ten (10) business days of the date of notification, and mailed to:

California Department of Food and Agriculture
Legal Hearing and Appeals Office
1220 N Street, Suite 400
Sacramento, CA 95814
Or delivered by email with a date/timestamp within ten (10) business days to:
CDFA.LegalOffice@cdfa.ca.gov

18. **Closeout**
The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final invoice and final report, resolution of any audit/desk review findings, and resolution of any performance or compliance issues.

19. Record Retention and Accessibility

The Recipient must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333-200.337.

20. Plant Protection Act Memorandum of Understanding

The County agrees to abide by Articles 3 through 13 of the Memorandum of Understanding (MOU) agreed to between the California Department of Food and Agriculture (CDFA) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspections Services Plant Protection and Quarantine executed on October 7, 2014. The Articles in the MOU provide for cooperation, of the parties involved in plant protection and quarantine programs and activities directed at plant pests and noxious weeds of mutual concern to the USDA and California. The Articles outline authorities, codes and sections under which cooperation will be met, including data sharing responsibilities, limitations and confidentiality under Section 1619 of the Food, Conservation, and Energy Act of 2008 (Section 1619 was codified into law 7 USC §8791).

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. **Invoicing and Payment**
   A. For activities performed according to the attached Scope of Work, Budget and the terms of this Agreement, and upon receipt of the invoices, the CDFA agrees to compensate the Recipient for actual allowable expenditures incurred in accordance with this Agreement and stated herein, which is attached hereto and made a part of this Agreement.

   B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

   C. Unless stated in the Scope of Work, monthly invoices must be submitted to the CDFA Agreement Manager, within thirty (30) calendar days after the end of each month in which activities under this Agreement were performed.

   D. A final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. **Budget Contingency Clause**
   If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA will have the option to either terminate this Agreement with no liability occurring to the CDFA, or offer to amend the Agreement to reflect the reduced amount.

3. **Prompt Payment Clause**
   Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. **Allowable Line Item Shifts**
   The Recipient must obtain written approval from the CDFA Agreement Manager for any line-item shifts.

5. **Allowable Expenses and Fiscal Documentation**
   A. The Recipient must maintain adequate documentation for expenditures subject to this Agreement to permit the determination of the allowability of expenditures reimbursed by the CDFA under this Agreement. If CDFA cannot determine expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, the CDFA may disallow the expenditure.

   B. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

   C. If international travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

6. **Budget**
   For a detailed budget of all the activities to be performed under the Scope of Work, see attached Budget.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient must comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program.

1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
F. Executive Order (EO) 11246; and
G. Americans with Disabilities Act, (PL 101-366).

2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
C. Contract Work Hours and Safety Standards Act, 40 USC 327, as implemented at 29 CFR Part 5.

3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b.
B. Notification of violating facilities pursuant to EO 11738;
C. Protection of wetlands pursuant to EO 11990;
D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);
G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. Trafficking in Persons

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. Intergovernmental Review

The Recipient must comply with intergovernmental review standards pursuant to the following:

A. Executive Order 12372, as implemented at 7 CFR part 3015, subpart V; and
B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. **Confidentiality**
The Recipient must comply with confidentiality standards pursuant to the following:

A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
B. Privacy Act, 5 USC 552 (a).

10. **Conservation in Procurement**
The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. **Debarment, Suspension, Criminal or Civil Convictions**
The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances, and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. **Crimes and Prohibited Activities**
The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
B. False Claims Act, 31 USC 3729; and
C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. **Biosafety in Laboratories**
The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. **Conflicts of Interest**
The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. **Inventions, Patents, Copyrights and Project Results**
A. The Recipient must comply with invention and patent standards pursuant to the following:

1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
2. The Plant Variety Protection Act, 7 USC 2321 *et seq.*

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:

1. Reports all subject inventions to CDFA;
2. Makes efforts to commercialize the subject invention through patent or licensing;
3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. **Care and Use of Laboratory Animals**
The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. **Fly America Act**
The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. **Motor Vehicle Safety**
The Recipient must comply with seat belt use standards pursuant to the following:

A. Highway Safety Act of 1966 as amended (23 USC 402-403);
B. Government Organization and Employees Act as amended (5 USC 7902 (c));
C. Occupational Safety and Health Act of 1970 as amended (29 USC 668); and
D. Increasing Seat Belt Use in the United States (EO 13043).
E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. **All Other Federal Laws**
The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SCOPE OF WORK

AGREEMENT SPECIFICATIONS FOR STATE-COUNTY ASIAN CITRUS PSYLLID DETECTION TRAPPING

Fiscal Years 2016 - 2017 and 2017 - 2018

Effective Dates: January 1, 2017 to September 30, 2017

AGENCY RESPONSIBILITY

Section 1

The California Department of Food and Agriculture (CDFA) shall:

A. Provide all traps, trap parts, and handouts.

B. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.

C. Provide county trappers with copies of the CDFA Insect Trapping Guide (ITG). The current version is on the CDFA website at www.cdfa.ca.gov/go/ITG.

D. Provide training programs for county trapping supervisors and trappers.

E. Provide quality control (QC) of the county trapping program via inspections.

F. Provide training on management practices as they relate to CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring. The PEIR is available in its entirety at http://www.cdfa.ca.gov/plant/peir/.

Section 2

The County Agricultural Commissioner shall:

A. Hire and train personnel.

B. Provide and maintain trapping vehicles.

C. Purchase supplies such as zip lock bags, Sharpie markers, paper clips, etc.

D. Ensure that supervisors and trapping personnel attend training provided by CDFA District Entomologists.

E. Ensure that all trapping activities conform to the current versions of the ITG and the attached supplemental ACP Trapping Guidelines.

- Ensure that a copy of the current version of the ITG is kept in each trapper's vehicle for reference.

- Should there be a discrepancy between the Scope of Work or Trapping Guidelines and the ITG, the Scope of Work and Trapping Guidelines shall supersede the ITG.

F. Place traps beginning of the season start date of January 1, 2017. Remove traps at the last servicing for the season so that all traps have been removed by the end of the season, September 30, 2017. Traps may be left in place if direction is received from the CDFA that a new agreement is being offered to start October 1, 2017.

G. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid, reference http://maps.cdfa.ca.gov/TrapBooks/MapBookHelp.pdf for software needs, links to the Map Books and GIS layers, and contacts for assistance.

- The naming convention for the grid system is alphanumeric. Columns are Alpha (A – UW) and rows are Numeric (001 – 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or subgrid, trap type, and an intra-quint or intra-subgrid designation if more than one trap of that type is present or it is otherwise needed to track a trap that moves between quints. For example, trap EV241-S-ACP1 is in grid EV241, south quint, trap type is Asian citrus psyllid (ACP), and it is designated as number "1" ACP trap within that quint.

- Ensure that the unique trap number is placed properly on all traps, along with accurate placement, servicing, baiting, and rebaiting dates, as appropriate. Requirements for ACP trapping are as follows.

    - Yellow panel trap – full trap number, placement date, and trapper's initials on white backside when placing; note servicing dates on outside non-sticky margins.

H. Ensure that ACP traps are serviced monthly from January 1, 2017 through September 30, 2017.

I. Participate in delimitation activities if requested to do so by the CDFA.

J. Ensure that all activities are performed following CDFA's management practices and any necessary mitigation measures as required and consistent with CDFA's PEIR. A summarized list of pertinent practices and measures is attached. Complete the Tiering Checklist prior to conducting trapping activities and mark any management practices and mitigation measures as required for each specific activity. The Checklist and descriptions of the CDFA's management practices and mitigation measures are found in PEIR Appendix C (PEIR, Appendix C, at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf), Mitigation Reporting Program at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf, and Findings of Fact at http://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf. When the agreement ends, the Commissioner dates and signs a copy of the Checklist and sends that copy to CDFA to signify that the PEIR requirements were implemented.

K. Maintain a Daily Trapping Summary (DTS) (Form 60-210, on file at county office) for each trapper. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. The current DTS (i.e., the DTS completed the day prior to a QC inspection) must be available for immediate review by the CDFA District Entomologist or designee conducting the QC inspection. All DTS forms must be kept on file, for the CDFA Audits Office, for three years. This form is available from the District Entomologist.

L. Complete a monthly Pest Detection Report Number One (Form 66-035, on file at county office), documenting all traps deployed, added, removed and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not count trap relocations as "removed" and then "added." A copy of this form must accompany the monthly invoice. This form is available from the District Entomologist.

M. Provide one set of trapping records for all traps. This set, in the form of either the "Trap Book" or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.

N. Attend trainings on the use of an electronic trapping database being developed, called CalTrap. Participate in implementation of CalTrap when it becomes operational for your county.

O. Maintain an inventory of known host sites. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall

be updated yearly. The multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.

P. Maintain county wall maps with numbered square mile grids based upon the Statewide Trapping Grid, depicting the density of all currently deployed traps.

Q. Allow state detection personnel and/or federal officers to perform quality control inspections on all county trap lines with a 48 hour notice, including any county commitment trap lines.

R. Allow state detection personnel and/or federal officers to accompany trappers and/or supervisors in the field with a 48 hour notice. This will be credited as field training for county personnel.

S. Submit samples to the Plant Pest Diagnostics Laboratory in Sacramento via the most expeditious method. See **Submitting Specimens for Identification** in the enclosed ACP Trapping Guidelines (August 2016).

T. Be fully reimbursed for trapping not in conjunction with other detection activity (i.e., stand-alone).

U. Be reimbursed at six minutes per trap for trapping performed in conjunction with existing detection trapping routes or sites (i.e., piggybacked). No mileage reimbursement is allowed for such traps.

V. Submit invoices along with the corresponding Report Number One monthly by postal mail or e-mail to:

Joanne Shimada
CDFA- PD/EP
1220 N Street, Room 315
Sacramento, CA 95814

joanne.shimada@cdfa.ca.gov.

1. Submit monthly invoices and corresponding Report Number Ones no later than 30 days past the end of the month in which the invoiced activity occurred. Reimbursement will not occur unless the trapping Report Number One is submitted with the invoice.

2. If the invoice carries a signature block, the block must be signed. Invoices with blank signature blocks cannot be processed.

3. Only authorized charges matching the Financial Plan will be reimbursed; for example salaries, benefits, overhead, supplies, vehicle mileage and vehicle leasing costs. These expenditures must be itemized on the invoice with

documentation to support the charges in the event of an audit (federal or state). Any expenditure that is not listed in the Financial Plan is considered unauthorized and cannot be reimbursed.

4. A sample invoice is attached with the agreement. The county may use this form or submit their own invoice, but the invoice must contain the following:

    - County name
    - County address
    - Remit to address
    - Date of submittal
    - Agreement name
    - Agreement number
    - Billing period
    - Allowable itemized charges as listed on the Financial Plan.
        - Employee name (or other unique identifying number), classification, hours worked on the pest detection program, hourly rate, benefit rate. NOTE: The number of hours worked claimed on the invoice must match those documented on the Report Number One. Invoices received without an accurate Report Number One will not be paid.

        - Vehicles license plate number (or unique identifying number), driver name, ownership of the vehicle (county, state, or leased), allowable mileage rate for the vehicle, and if leased, the monthly lease rate for the vehicle.

5. Payment of the invoice is contingent upon submission of the Report Number One, and compliance with the required information as listed in item 4 above.

6. All invoices, including any amendments, must be received within 30 days of the expiration date of the agreement. Invoices received more than 30 days after expiration of the agreement <u>will not be paid</u>.

7. Please do not alter the CDFA invoice (if used), submit the invoice as a PDF file, or use dark highlights. A low resolution PDF file or dark highlights may make the numbers illegible and the invoice unacceptable to the CDFA Accounting Unit.

8. Payment will be made monthly, in arrears, upon receipt of the Report Number One and approval of invoice.

9. Continue to send monthly invoices even if the agreement funds are depleted.

Asian Citrus Psyllid (ACP) Trapping Guidelines
San Benito County

Trapping Season

- Conduct trapping from January 1, 2017 through September 30, 2017.

Trapping Locations

- Conduct trapping in all urban, rural residential, and commercial citrus settings (see Insect Trapping Guide [ITG] for definitions, available at www.cdfa.ca.gov/go/ITG).

- If there are areas deemed to be at high-risk of introductions (packing houses, swap meets, farmers markets, etc.) additional traps may be placed. Confer with the District Entomologist prior to placement of these traps for approval.

Trap Density

- Place traps in urban, rural residential, and commercial citrus settings. Traps shall be:

    - Stand-alone (not piggybacked).

    - For Detection trapping – Place 5 traps per square mile in **host trees only**, up to the maximum number of traps in the previous agreement.

    - For Delimitation trapping – Service and maintain the traps placed in all delimitation areas. Keep traps placed in **host trees only**.

Inspection Frequency

- Detection Survey - inspect traps monthly.

- Delimitation Survey (currently in place) – inspect traps monthly.

Trap

- The trap consists of two parts: a yellow panel trap and a trap hanger.

Attractant

- The yellow color is a visual attractant. The trap does not contain a pheromone or an insecticide.

Hosts

- Only citrus (lemon and limes are preferred) and citrus relatives. Citrus relatives include kumquat, curry leaf, *Murraya* spp. and orange jasmine/jessamine. ***Do not place traps in non-host trees.***

Trap Numbering & Assembly

- Trap number -- Prior to assembling and placing the trap, write the unique trap number and date of deployment on the interior (non-sticky sides) of the trap body.
    - Using the alpha-numeric STG, list the alpha-numeric grid, hyphen, quint (aka subgrid), hyphen, trap type and number. For example: JT316-W-ACP1 or JT316-5-ACP1.
- Assemble the trap by pulling it open, exposing the yellow, sticky surface. Paperclip the white tabs on the side to hold the trap in position. Place a Jackson trap hanger through the holes in the top end of the trap (see ITG, page ACP-2).

Trap Placement

- Follow the parameters for ACP listed in the Insect Trapping Guide under *Sections: Trap Types* www.cdfa.ca.gov/go/ITG.
- All sites trapped must be GPS'd using Datum NAD83 in decimal degrees to 6 decimal points (e.g., 34.423301, –119.825056). If there are more than 6 digits, truncate (cut off) the additional digits; DO NOT round up or down. Record the unique trap number with the corresponding GPS reading. New GPS points must be recorded for urban ACP traps when they are relocated. The GPS coordinates must be written on the trap data card.

Baiting Interval

- Not applicable.

Trap Relocation

- Relocations should provide for moving the trap evenly throughout its assigned area, with a minimum relocation distance of 500 feet.

- When relocating, **always** use a new trap. Submit all removed traps to a qualified screener or the CDFA screening facility for your district. GPS the new site and document the new GPS coordinates on the trap card.

    - Detection Survey – Relocate traps every eight weeks, if possible, adhering to a minimum relocation distance of 500 feet, per the ITG.

    - Delimitation Trapping - No relocation is required.

Trap Replacement

- Replace detection traps monthly or with each relocation (as with Jackson trap inserts).

- Replace delimitation traps at each servicing.

- Change the trap with each relocation, every time a suspect is captured, or when the trap becomes dirty or cluttered with insects or other debris (i.e., as necessary).

Screening of Traps

- IMPORTANT: All traps removed from the field must be screened before being discarded.

    - CDFA maintains a screening center in Los Alamitos for this purpose (address is below).

    - Boxes sent to Los Alamitos must have the county written on the outside of the box, so as to allow the screening center to prioritize particular counties (if directed to do so) and to assure that suspect psyllids are correctly associated with the relevant county if additional trap data is required to complete the PDR.

    - Los Alamitos address and contact information:

      Medfly Preventative Release Facility
      3802 Constitution Avenue

Los Alamitos, CA 90720-5100
Attention: Manuel Villarreal
Phone: 562-795-1206

- Counties may instead elect to have a qualified staff member perform the screening, with pre-approval from the District Entomologist.

Submitting Specimens for Identification

- If an ACP specimen is observed when servicing the trap, the entire trap containing the suspect insect(s) should be collected and returned to the office for supervisory inspection. Before leaving the site, replace the old trap with a new one.

- Immediately contact the District Entomologist, as per the ITG.

- Submit the entire trap, leaving the suspect ACP on the trap, for identification to the Plant Pest Diagnostics Laboratory in Sacramento as efficiently and quickly as possible. If the suspect insect is alive on the trap, place the trap in the freezer for at least one hour to kill the specimen. Do not transport live specimens!

- All suspect specimens should be submitted along with Form 65-020, the electronic version of the Pest and Damage Record (e-PDR). The website for the e-PDR is http://phpps.cdfa.ca.gov. Persons submitting this form will need a username and a password.

- Notify your District Entomologist when suspect specimens are sent. Include the e-PDR number in this communication.

PEIR Management Practices (MP) and Mitigation Measures (MM)
For Trapping

August 2016

MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities.

- Use dedicated specific equipment for specific products when appropriate.
- Ensure equipment is cleaned properly per the manufacturer's specifications and any pesticide label directions.

MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions.

- Comply with Pesticide label.
- Be aware of any regulations or internal procedures before application.
- Use appropriate application methods and rates.
- Mix and load chemicals in areas where spills can be contained. Limit mixing and loading in the field.

MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions.

- Rinse equipment according to manufacturer's label instructions.
- Discharge rinse water only in areas that are part of the application site or at a certified waste treatment facility.
- Dispose of surplus chemicals and containers according to label instructions.

MP-SPRAY-7: Follow appropriate product storage procedures.

- Ensure proper storage of all pesticides per label instructions.
- Ensure all pesticides removed from their original container are properly sealed for use within a service container.
- Seal all service containers within a tool box.
- Lock tool boxes when unattended.

MP-GROUND-3: Train personnel in proper use of pesticides.

- Conduct training for personnel in the safe and proper mixing, loading, and application of pesticides, in compliance with both federal and State pesticide regulations and the product label.

MP-HAZ-1: Implement a Spill Contingency Plan.

- Contain spill immediately to minimize the risk of further pesticide exposure to people, animals, and the environment.
- Be prepared to respond to pesticide spills.
- Provide clean-up of small spills (50 gallons or less) and properly dispose of residual materials. For larger spills notify the Chemical Transportation Emergency Center at 800-424-9300.
- Follow instructions for First Aid Measures as listed on the Material Safety Data Sheet.
- Call an ambulance in the event of a spill involving severe personal injury.
- Remove anyone exposed to pesticides to a safe location. If applicable, remove their clothing and wash contaminated skin with soap and water.
- Do not move a seriously injured person unless it is absolutely essential because of the risk of further injury.

- Do not leave injured or incapacitated persons until proper medical assistance arrives.
- Provide a pesticide label and/or material safety data sheet for medical personnel.
- For any spill incident, contact the California State Warning Center/Governor's Office of Emergency Services at 916-845- 8911 or warning.center@oes.ca.gov.
- Call the fire department and notify department personnel of the presence of pesticides for a spill involving fire, if a fire hazard exists. Eliminate all sources of ignition (electric motors, gasoline engines, or smoking) to prevent fire or explosion.
- Contact the California Highway Patrol by calling 911 for a spill occurring on a highway.
- Call local police or the county sheriff for a spill occurring off-road.
- For minor spills of 50 gallons or less:
  - Wear rubber boots, coveralls, rubber gloves, and eye protection.
  - Confine the leak or spill to the smallest area possible by using natural terrain, soil, or absorbent material.
  - Shovel contaminated material into a leak-proof container.
  - Do not hose down the area.
  - Work carefully and safely; do not hurry.
  - Dispose contaminated material in the same manner as for excess pesticides or hazardous wastes.
- For major spills of 50 gallons or more:
  - Follow the steps listed for all above and include the additional number below.
  - If the spill is too big, or uncertainty exists as to the appropriate action, notify the Chemical Transportation Emergency Center at 800-424-9300.

MP-HAZ-2: Use a safety and cleanup materials checklist.

- Follow a checklist for safety and cleanup materials to accompany mixing-loading vehicles during treatment activities, which should include the following:
  - For Safety: a first-aid kit; a fire extinguisher (516, type A-B-C), and goggles.
  - For Clean-up: one shovel, large heavy-duty plastic bags, rubber boots, disposable coveralls, water, rubber gloves, a broom and dust pan, liquid detergent, several bags of "kitty litter" or other absorbent materials.

MP-HAZ-3: Implement decontamination.

- Decontaminate paved surfaces per site specific protocols and Accidental Release Measures on the Material Safety Data Sheet.
- Shovel contaminated material into a leak-proof metal drum for final disposal.

MP-HAZ-4: Follow appropriate disposal procedures.

- Dispose all materials that have been contaminated by spillage or exposed to large volumes of pesticides, including cloth, soil, and wood that cannot be decontaminated, in the same manner as done for excess pesticides.
- Store contaminated absorbent material and materials that cannot be

decontaminated in a leak-proof container and dispose the container at a Class I landfill.

Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure.

- Before conducting any activities under the Proposed Program, CDFA staff (or the entity conducting the activity) shall determine whether the potential exists for the activity, based on its characteristics and location, to result in exposure to existing sites of hazardous materials contamination.

Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site.

- If exposure to hazardous materials contamination is determined to be a possibility, before conducting the activity under the Proposed Program, CDFA staff (or the entity conducting the activity) shall search the EnviroStor database to identify any area that may be on sites containing known hazardous materials. If hazardous sites are encountered, CDFA shall coordinate with the property owners and/or site managers, and regulatory agencies with jurisdiction over these sites for proper protocols to follow to protect worker health and safety. At a minimum, these protocols shall ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks.

- In the event that during the activity, previously unknown hazardous materials not related to the Proposed Program are encountered that may pose a health risk to those implementing Proposed Program activities, all activities will stop and CDFA (or the entity conducting the activity) shall consult the landowner and appropriate agencies to determine the extent of the hazardous material and determine what safety protocols need to be implemented to continue Proposed Program activities. At a minimum, these protocols will ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices.

- CDFA shall continue to work with CDPR and CACs to conduct public information sessions in the local communities where Proposed Program chemical management activities are proposed to be conducted. The focus will be on educating residents whose properties are being treated or who live in proximity to areas being treated on MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. As necessary, sessions will be conducted or translated in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides.

- CDFA shall continue training sessions for its staff and contractors

regarding safe pesticide handling and application.

- In addition, for quarantine areas, CDFA shall include materials in its compliance agreements with regulated entities (e.g., growers) with information for pesticide applicators and agricultural workers regarding MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. A regulated entity is defined as someone who has to comply with the quarantine requirements in order to move their products outside of the regulated area. This may include but not be limited to growers, nurseries, and commodity shippers. The compliance agreements will require that regulated entities distribute these materials to applicators and workers.
- As necessary, all materials will be presented in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios.

- CDFA shall require Proposed Program staff and contractors to conduct chemical applications in a manner consistent with the Proposed Program's authorized chemical application scenarios, resulting in acceptable human health risk as described in Chapter 2, Proposed Program Description and the HHRA (Appendix B). Deviations from the authorized chemical application scenarios may be allowed if:
  - An evaluation is conducted pursuant to the CEQA Tiering Strategy (Appendix C), which concludes that the alternative scenario will not exceed the level of concern for any receptor; or
  - A certified industrial hygienist concludes that the alternative scenario will not result in risk exceeding the level of concern for any potential receptor, and the scenario is implemented by a licensed or certified applicator. This conclusion may be based on site-specific factors that minimize potential for exposure, absence of a particular receptor, use of additional or different PPE, or monitoring of the exposure, such as regular blood tests to ensure blood concentrations in the exposed individuals are below the risk threshold.
  - The results of the evaluation or hygienist's conclusions will be documented, along with any monitoring results.
  - CDFA will conduct training for its staff and contractors on these approaches. CDFA also will require adherence to these scenarios by including requirements in contractual agreements, such as compliance agreements (for quarantines), permits (e.g., for movement of certain materials outside quarantine areas), contracts (e.g., with CDFA contractors), or other similar means.

Attachment 1 - Tiering Strategy Checklist

Start Date:	January 1, 2017
Project Leader:	Karen Overstreet
Description of Activity:	Asian citrus psyllid yellow panel traps are hung in or near host plants during the prescribed trapping season. Residents are notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Asian citrus psyllid trapping is conducted within the whole of San Benito County. Property types are various (residential, agriculture, mixed use, undeveloped) and have Asian citrus psyllid host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect Asian citrus psyllid
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.1

Part B

	Check Applicable Requirements
General Requirements	
Conduct activity as described in Chapters 2 and 3 of PEIR	✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine	

Activity Site Specific Review		
Database	**Date Reviewed**	**Mitigation If Any**
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✓
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✓
MP-SPRAY-7: Follow appropriate product storage procedures	✓
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✓
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✓
MP-HAZ-2: Use safety and cleanup materials checklist	✓
MP-HAZ-3: Implement decontamination	✓
MP-HAZ-4: Follow appropriate disposal procedures	✓
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✓
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	Karen Overstreet
Signature*:	
End Date:	September 30, 2017

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

"COUNTY NAME" COUNTY DEPARTMENT OF AGRICULTURE
FY 2016-17 & FY 2017-18 ACP Detection

INVOICE

8/30/2016

Green = fillable cells to be completed by the County.
Purple = subtotals and totals. These contain formulas - DO NOT MODIFY!
Orange = instructions.

Date:
Agreement Number:
Billing Period:

A. PERSONNEL

SALARY - Detection Trappers

	Employee Name	Title	HOURS	HOURLY RATE w/o BENEFITS	Total
1			0.00	$0.00	$0 00
2			0.00	$0.00	$0.00
3			0.00	$0.00	$0 00
4			0.00	$0.00	$0 00
5			0.00	$0.00	$0 00
6			0.00	$0.00	$0 00
7			0.00	$0.00	$0 00
8			0.00	$0.00	$0 00
9			0.00	$0.00	$0 00
10			0.00	$0.00	$0.00
				SALARY SUBTOTAL:	$0.00

BENEFITS

		BENEFIT RATE %	SALARY	BENEFIT COST
1		0.0000%	$0.00	$0 00
2		0.0000%	$0.00	$0 00
3		0.0000%	$0.00	$0 00
4		0.0000%	$0.00	$0 00
5		0.0000%	$0.00	$0.00
6		0.0000%	$0.00	$0 00
7		0.0000%	$0.00	$0 00
8		0.0000%	$0.00	$0 00
9		0.0000%	$0.00	$0 00
10		0.0000%	$0.00	$0.00
			BENEFIT SUBTOTAL:	$0.00

SALARY - Non-Detection

	Employee Name	Title	HOURS	HOURLY RATE w/o BENEFITS	Total
1			0.00	$0.00	$0 00
2			0.00	$0.00	$0 00
3			0.00	$0.00	$0 00
4			0.00	$0.00	$0.00
5			0.00	$0.00	$0.00
6			0.00	$0.00	$0.00
7			0.00	$0.00	$0 00
8			0.00	$0.00	$0 00
9			0.00	$0.00	$0.00
10			0.00	$0.00	$0 00
				SALARY SUBTOTAL:	$0.00

BENEFITS

		BENEFIT RATE %	SALARY	BENEFIT COST
1		0.0000%	$0.00	$0.00
2		0.0000%	$0.00	$0.00
3		0.0000%	$0.00	$0.00
4		0.0000%	$0.00	$0.00
5		0.0000%	$0.00	$0 00
6		0.0000%	$0.00	$0.00
7		0.0000%	$0.00	$0.00
8		0.0000%	$0.00	$0.00
9		0.0000%	$0.00	$0.00
10		0.0000%	$0.00	$0 00
			BENEFIT SUBTOTAL:	$0.00

	SALARIES	BENEFITS	OVERHEAD COST*
0 % Overhead (Not to exceed 25%)	$0.00	$0.00	$0.00
		TOTAL PERSONNEL COST:	$0.00

B. SUPPLIES (Itemized such as: trapping poles, office supplies, etc,.)

	Description	Cost	
1		$0.00	$0 00
2		$0.00	$0 00
3		$0.00	$0 00
4		$0.00	$0 00
		TOTAL SUPPLY COST:	$0.00

C. SUBCONTRACTOR TITLE

		HOURLY RATE	HOURS	COST
1				$0 00
2				$0 00
3				$0 00
4				$0 00
			TOTAL SUBCONTRACTOR COST:	$0.00

D. VEHICLE OPERATIONS

LICENSE #	OWNED BY (County or State)	MILEAGE PER MONTH	RATE*	
		0.00	$0.000	$0 00
		0.00	$0.000	$0.00
		0.00	$0.000	$0 00
		0.00	$0.000	$0 00
		0.00	$0.000	$0 00
		0.00	$0.000	$0 00
		0.00	$0.000	$0.00
		0.00	$0.000	$0.00
		0.00	$0.000	$0 00
		0.00	$0.000	$0 00
		0.00	$0.000	$0 00
		0.00	$0.000	$0 00
		0.00	$0.000	$0 00
		0.00	$0.000	$0 00
		0.00	$0.000	$0 00
		STATE/COUNTY VEHICLE SUBTOTAL:		$0.00

* Mileage rates: County vehicle = Not to exceed $0.54 per mile. Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.
State-owned vehicle = $0.286 per mile.

LICENSE #	LEASED	LEASE RATE	MILEAGE PER MONTH	RATE*	
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0 00
		$0.00	0.00	$0.285	$0 00
		$0.00	0.00	$0.285	$0 00
		$0.00	0.00	$0.285	$0 00
		$0.00	0.00	$0.285	$0 00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0.00
		$0.00	0.00	$0.285	$0 00
				LEASED VEHICLE SUBTOTAL:	$0.00
				TOTAL TRANSPORTATION COST:	$0.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1		$0.00
2		$0.00
3		$0.00
4		$0.00
	TOTAL SUPPLY COST:	$0.00

TOTAL MONTHLY INVOICE:	$0.00

COMMENTS:

State of California
Department of Food and Agriculture
Plant Health and Pest Prevention Services
Pest Detection/Emergency Projects

County: San Benito

Fiscal Year: 2016-17

TRAPPING HOURS/YEAR WORKSHEET

ACP TRAPPING

Green = fillable cells to be completed by the County.
Purple = subtotals and totals. These contain formulas - **DO NOT MODIFY!**

TRAPPING SEASON

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
ACP YP	2017	2017	2017	2017	2017	2017						

weekly servicings biweekly servicings monthly servicings

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
ACP YP	700	x	6.50	=	4,550
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
				Total:	4,550

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A.

TOTAL:	4,550 (A)	÷	3.00 (B)	=	1,516.67 (C)	x 1.1 (10%) =	1,668.33 (D)

A = Servicings/year/trap - calculated electronically.
B = Average # of traps serviced per hour - figure entered by person completing work sheet.
C = Hours/year - calculated electronically.
D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

8/30/16
Form 66-223

State of California
Department of Food and Agriculture
Plant Health and Pest Prevention Services
Pest Detection/Emergency Projects

County: San Benito

Fiscal Year: 2017-18

TRAPPING HOURS/YEAR WORKSHEET

ACP TRAPPING

Green = fillable cells to be completed by the County.
Purple = subtotals and totals. These contain formulas - **DO NOT MODIFY!**

TRAPPING SEASON

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
ACP YP							2017	2017	2017			

weekly servicings biweekly servicings monthly servicings

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
ACP YP	700	x	3.25	=	2,275
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
0		x		=	0
				Total:	2,275

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A.

TOTAL:	2,275 (A)	÷	3.00 (B)	=	758.33 (C)	x 1.1 (10%) =	834.16 (D)

A = Servicings/year/trap - calculated electronically.
B = Average # of traps serviced per hour - figure entered by person completing work sheet.
C = Hours/year - calculated electronically.
D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

8/30/16
Form 66-223

SAN BENITO COUNTY DEPARTMENT OF AGRICULTURE

FY 2016-17 Asian Citrus Psyllid (ACP) Detection Trapping Financial Plan

8/30/16

Green = fillable cells to be completed by the County.
Purple = subtotals and totals. These contain formulas - DO NOT MODIFY!
Orange = instructions.

A. PERSONNEL

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1		Agricultural Technician	8.00	60.00	480.00
2		Agricultural Technician	8.00	48.00	384.00
3		Agricultural Technician	8.00	48.00	384.00
4		Agricultural Biologist I	4.00	60.00	240.00
5		Agricultural Biologist II	6.00	22.00	132.00
6		Agricultural Biologist III	2.00	24.00	48.00
7			0.00	0.00	0.00
8			0.00	0.00	0.00
9			0.00	0.00	0.00
10			0.00	0.00	0.00
			1,668.00	**Subtotal:**	**1,668.00**

2. SALARIES - Detection Trappers

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Agricultural Technician	$18.86	480.00	$9,053.00
2	Agricultural Technician	$17.11	384.00	$6,570.00
3	Agricultural Technician	$17.11	384.00	$6,570.00
4	Agricultural Biologist I	$20.38	240.00	$4,891.00
5	Agricultural Biologist II	$21.40	132.00	$2,825.00
6	Agricultural Biologist III	$29.47	48.00	$1,415.00
7		$0.00	0.00	$0.00
8		$0.00	0.00	$0.00
9		$0.00	0.00	$0.00
10		$0.00	0.00	$0.00
			Subtotal:	**$31,324.00**

3. BENEFITS - Detection Trappers

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Agricultural Technician	29.9000%	$9,053.00	$2,707.00
2	Agricultural Technician	10.9700%	$6,570.00	$721.00
3	Agricultural Technician	10.9700%	$6,570.00	$721.00
4	Agricultural Biologist I	72.9100%	$4,891.00	$3,566.00
5	Agricultural Biologist II	68.3800%	$2,825.00	$1,932.00
6	Agricultural Biologist III	68.3800%	$1,415.00	$968.00
7		0.0000%	$0.00	$0.00
8		0.0000%	$0.00	$0.00
9		0.0000%	$0.00	$0.00
10		0.0000%	$0.00	$0.00
			Subtotal:	**$10,615.00**

DETECTION STAFF SUBTOTAL: $41,939.00

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1		Deputy Agricultural Commissioner	8.00	6.00	48.00
2		Agricultural Biologist III	8.00	6.00	48.00
3		Agricultural Biologist II	8.00	12.00	96.00
4		Agricultural Biologist I	8.00	12.00	96.00
5		Secretary II	8.00	6.00	48.00
6		Accounty Clerk II	4.00	6.00	24.00
				Subtotal:	**360.00**

5. SALARIES - Non-Detection Staff

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Deputy Agricultural Commissioner	$60.59	48.00	$2,908.00
2	Agricultural Biologist III	$29.47	48.00	$1,415.00
3	Agricultural Biologist II	$21.40	96.00	$2,054.00
4	Agricultural Biologist I	$20.40	96.00	$1,958.00
5	Secretary II	$30.17	48.00	$1,448.00
6	Accounty Clerk II	$16.04	24.00	$385.00
			Subtotal:	**$10,168.00**

6. BENEFITS - Non-Detection Staff

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Deputy Agricultural Commissioner	49.6200%	$2,908.00	$1,443.00
2	Agricultural Biologist III	68.3800%	$1,415.00	$968.00
3	Agricultural Biologist II	68.3800%	$2,054.00	$1,405.00
4	Agricultural Biologist I	72.9100%	$1,958.00	$1,428.00
5	Secretary II	56.6900%	$1,448.00	$821.00
6	Accounty Clerk II	43.2100%	$385.00	$166.00
			Subtotal:	$6,231.00

NON-DETECTION STAFF SUBTOTAL: $16,399.00

	SALARIES	BENEFITS	OVERHEAD COST
25.00 % Overhead (Not to exceed 25%)	$41,492.00	$16,846.00	$14,585.00

TOTAL PERSONNEL COST : $72,923.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COST
1	Office Supplies	$100.00
2	Trapping Supplies	$200.00
3		$0.00
4		$0.00
	TOTAL SUPPLY COST:	$300.00

C. SUBCONTRACTOR

	TITLE	HOURLY RATE	HOURS	COST
1				$0.00
2				$0.00
3				$0.00
4				$0.00
			TOTAL SUBCONTRACTOR COST:	$0.00

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
3.00	6.00	300.00	$0.540	$2,916.00

STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	$0.285	$0.00

NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	0.00	$0.285	$0.00

VEHICLE COST TOTAL: $2,916.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1		$0.00
2		$0.00
3		$0.00
4		$0.00
	TOTAL SUPPLY COST:	$0.00

* Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.
* Salary rates subject to change due to changes in labor contracts progam modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

FY 2016-17 ACP Detection Trapping Total Cost: $76,139.00

FY 2016-17 & 17-18 ACP Detection Trapping Total Cost $113,451.00

COMMENTS:

SAN BENITO COUNTY DEPARTMENT OF AGRICULTURE

FY 2017-18 Asian Citrus Psyllid (ACP) Detection Trapping Financial Plan

8/30/16

Green = fillable cells to be completed by the County.
Purple = subtotals and totals. These contain formulas - **DO NOT MODIFY!**
Orange = instructions.

A. PERSONNEL

1. STAFF - Detection Trappers

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1		Agricultural Technician	8.00	30.00	240.00
2		Agricultural Technician	8.00	30.00	240.00
3		Agricultural Technician	8.00	24.00	192.00
4		Agricultural Biologist I	4.00	24.00	96.00
5		Agricultural Biologist II	6.00	6.00	36.00
6		Agricultural Biologist III	2.00	15.00	30.00
7			0.00	0.00	0.00
8			0.00	0.00	0.00
9			0.00	0.00	0.00
10			0.00	0.00	0.00
			834.00	**Subtotal:**	**834.00**

2. SALARIES - Detection Trappers

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Agricultural Technician	$18.86	240.00	$4,526.00
2	Agricultural Technician	$17.11	240.00	$4,106.00
3	Agricultural Technician	$17.11	192.00	$3,285.00
4	Agricultural Biologist I	$20.38	96.00	$1,956.00
5	Agricultural Biologist II	$21.40	36.00	$770.00
6	Agricultural Biologist III	$29.47	30.00	$884.00
7		$0.00	0.00	$0.00
8		$0.00	0.00	$0.00
9		$0.00	0.00	$0.00
10		$0.00	0.00	$0.00
			Subtotal:	**$15,527.00**

3. BENEFITS - Detection Trappers

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Agricultural Technician	29.9000%	$4,526.00	$1,353.00
2	Agricultural Technician	10.9700%	$4,106.00	$450.00
3	Agricultural Technician	10.9700%	$3,285.00	$360.00
4	Agricultural Biologist I	72.9100%	$1,956.00	$1,426.00
5	Agricultural Biologist II	68.3800%	$770.00	$527.00
6	Agricultural Biologist III	68.3800%	$884.00	$604.00
7		0.0000%	$0.00	$0.00
8		0.0000%	$0.00	$0.00
9		0.0000%	$0.00	$0.00
10		0.0000%	$0.00	$0.00
			Subtotal:	**$4,720.00**

DETECTION STAFF SUBTOTAL: $20,247.00

4. STAFF - Non-Detection

	Employee Name	Title	HOURS/ DAY	TOTAL WORK DAYS	HOURS
1		Deputy Agricultural Commissioner	8.00	3.00	24.00
2		Agricultural Biologist III	8.00	3.00	24.00
3		Agricultural Biologist II	8.00	6.00	48.00
4		Agricultural Biologist I	8.00	6.00	48.00
5		Secretary II	8.00	3.00	24.00
6		Accounty Clerk II	4.00	3.00	12.00
				Subtotal:	**180.00**

5. SALARIES - Non-Detection Staff

		HOURLY RATE w/o BENEFITS	HOURS	SALARY
1	Deputy Agricultural Commissioner	$60.59	24.00	$1,454.00
2	Agricultural Biologist III	$29.47	24.00	$707.00
3	Agricultural Biologist II	$21.40	48.00	$1,027.00
4	Agricultural Biologist I	$20.40	48.00	$979.00
5	Secretary II	$30.17	24.00	$724.00
6	Accounty Clerk II	$16.04	12.00	$192.00
			Subtotal:	**$5,083.00**

6. BENEFITS - Non-Detection Staff

		BENEFIT RATE (%)	SALARY	BENEFIT COST
1	Deputy Agricultural Commissioner	49.6200%	$1,454.00	$721.00
2	Agricultural Biologist III	68.3800%	$707.00	$483.00
3	Agricultural Biologist II	68.3800%	$1,027.00	$702.00
4	Agricultural Biologist I	72.9100%	$979.00	$714.00
5	Secretary II	56.6900%	$724.00	$410.00
6	Accounty Clerk II	43.2100%	$192.00	$83.00
			Subtotal:	$3,113.00

NON-DETECTION STAFF SUBTOTAL: $8,196.00

	SALARIES	BENEFITS	OVERHEAD COST
25.00 % Overhead (Not to exceed 25%)	$20,610.00	$7,833.00	$7,111.00

TOTAL PERSONNEL COST : $35,554.00

B. SUPPLIES (Itemized, such as: trapping poles, office supplies, etc.)

	Description	COST
1	Office Supplies	$100.00
2	Trapping Supplies	$200.00
3		$0.00
4		$0.00

TOTAL SUPPLY COST: $300.00

C. SUBCONTRACTOR

	TITLE	HOURLY RATE	HOURS	COST
1				$0.00
2				$0.00
3				$0.00
4				$0.00

TOTAL SUBCONTRACTOR COST: $0.00

D. VEHICLE OPERATIONS

COUNTY VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
3.00	3.00	300.00	$0.540	$1,458.00

STATE VEHICLES	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	$0.285	$0.00

NO. OF LEASED VEHICLES	COST PER MONTH	NO. OF USAGE MONTHS	MILEAGE PER VEHICLE PER MONTH	COST PER MILE*	COST
0.00	0.00	0.00	0.00	$0.285	$0.00

VEHICLE COST TOTAL: $1,458.00

E. OTHER ITEMS OF EXPENSE (e.g., communications, IT services)

	Description	COST
1		$0.00
2		$0.00
3		$0.00
4		$0.00

TOTAL SUPPLY COST: $0.00

* Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.
* Salary rates subject to change due to changes in labor contracts progam modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, et

FY 2017-18 ACP Detection Trapping Total Cost: $37,312.00

COMMENTS:

COUNTY OF SAN BENITO
BUDGET ADJUSTMENT/TRANSFER

Please Indicate Type:

Fiscal Year: 2016/2017

Department: Agricultural Commissioner

Org Key: 1250

- [X] **Appropriation/Est. Revenue Increase** (Requires 4/5 Board of Supervisors Approval)
- [ ] **Contingency Transfer** (Requires 4/5 Board of Supervisors Approval)
- [ ] **Interdepartmental Transfer or Interobject Transfer>$25,000** (Requires Board of Supervisors Approval)
- [ ] **Interobject Transfer<$25,000** (Requires Admin. and Auditor Approval)
- [ ] **Intraobject Transfer** (Requires Auditor Approval)

LOGOS #	Description	Decrease Exp Increase Rev	Increase Exp Decrease Rev
101.60.1250.1000.550.515	State Aid Asian Citrus Psyllid	50,000	
101.60.1250.1000.610.201	Salary and Benefits Temporary		40,000
101.60.1250.1000.619.122	Services and Supplies Agricultural		6,000
101.60.1250.1000.619.154	Services and Supplies Maintenance of Eqpmnt-Gas, Oil		2,000
101.60.1250.1000.619.174	Services and Supplies Office Supplies		2,000
Total		$ 50,000	$ 50,000

Comments: Increase revenue due to unanticipated Asian citrus psyllid contract renewal. Increase appropriation for Temporary help to perform the required trapping activities. Increase line items for agricultural supplies, office supplies and vehicle expenses to support these activities.

Submitted: Karen Overstreet — Department Head/Authorized Signature — 1/4/2017 Date

Verification of Sufficient Funds: — Auditor-Controller — 1-6-17 Date

Approval: — Administrative Officer — 1/10/17 Date

Approval by Board of Supervisors

Date

Attested:
Clerk of the Board: _____

Vote: _____ Yes _____ No

AUDITOR USE ONLY

Budget Adjustment No: _____

Date Batch Input Completed: _____ By: _____

Distribution: Original - Auditor Copy - Board of Supervisors Copy- Department

Revised: 1/4/2017 LL

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 2.

MEETING DATE: 1/24/2017

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 Sun Street Centers, "Women's" Sober Living Environment (SLE) for the term of January 24, 2017 to June 30, 2017.
SBC FILE NUMBER: 810

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

San Benito County Behavioral Health (SBCBH) proposes to initiate a contract with Sun Street Centers for the provision of a Women's Sober Living Environment (SLE). Sun Street Centers is an organization that has a history of operating SLE facilities, also licensed residential and outpatient substance abuse treatment programs in Monterey County. SLE's provide 24 hour safe, residential housing in a setting that is free from alcohol and other drugs. SBCBH originally sponsored creation of an SLE in Hollister as part of a previous award of a CalEMA Grant to implement an Aftercare Treatment Services (ATS) project targeted to serve ex-offenders, many of whom have drug abuse problems and are on early release from State Prisons through AB109. The grant project recognized the need to provide these individuals SLE services. Although the Grant Project funding for this SLE project ended, the Behavioral Health Department continues to fund the project with other sources of department funds and also County AB 109 funds. The SLE project has proven to be a valuable

resource that has provided supervised housing for the high risk and homeless AB109 population. Consequently the San Benito County Community Corrections Partnership also agreed to provide AB109 funds to assist with the funding of SLE's in Hollister.

This contract will allow for the purchase of SLE beds for women and in some cases their accompanying children. The Women's SLE is a new and separate residence from the Men's SLE. This new resource addition will allow for a local placement option for women needing this level of supervision when mandated by our local Child Protective Services as well as women mandated to this care level by Probation and the Court system. The Behavioral health Department will utilize CPS funding and AB-109 funding to pay for the additional placement beds acquired through this proposed contract. In addition to the 6 beds acquired through our previously board approved Men's SLE contract, we will now have another 6 placement beds available at the Women's SLE (total of 12 local SLE beds in our community).

OTHER AGENCY INVOLVEMENT: Clients typically access the SLE through referral from the agencies involved in the CCP and CPS with authorization for bed day use through the Behavioral Health Department, Substance Abuse Division

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

$72,000

STAFF RECOMMENDATION:

1)Approve the attached contract with Sun Street Centers, Women's SLE for a maximum total of $72,000 for the term of January 24, 2017 to June 30, 2017.

2) Authorize the Board Chair to sign said contract.

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

Approved per staff recommendation. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
Sun Street Centers Contract	1/10/2017	Standard Contract

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and SUN STREET CENTERS HOLLISTER WOMENS SLE ("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 24, 2017 and end on June 30, 2017 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: $1,000,000

6. Termination.

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

7. Specific Terms and Conditions

[ ] There are no additional provisions to this contract.

[X] 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.

[X] 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.

[X] 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 F. Attachment F 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: Alan Yamamoto

Title: Behavioral Health Director

Address: 1131 San Felipe Road

Hollister, California 95023

Telephone No.: (831) 636-4020

Fax No.: (831) 636-4025

Contract Administrator for CONTRACTOR:

Name: Anna Foglia

Title: Executive Director

Address: 11 Peach Drive

Salinas, CA 93901

Telephone No.: 831-753-5144

Fax No.: 831-753-6005

SIGNATURES

APPROVED BY COUNTY:

Name: _____

Chair, San Benito County Board of Supervisors

Date: _____

APPROVED BY CONTRACTOR:

Name: _____

Title: CEO

Date: 11/3/17

APPROVED AS TO LEGAL FORM:
San Benito County Counsel

_____

By: _____

Date: 1-10-2017

ATTACHMENT A

Scope of Services

CONTRACTOR is an organization that shall provide room and board housing resources in Sober-Living Environment (SLE) residential facilities that is registered with and acknowledged by the California Association of Addiction Recovery Resources (herein after referred to as CAARR), as meeting the CAARR standards for Sober Living Environments.

CONTRACTOR agrees to provide SLE housing, facilities for food storage and meal preparation and other required services for County Behavioral Health Department clients that are required to receive residential placement as part of court ordered drug treatment and when placement in the SLE is part of the COUNTY Behavioral Health Department's treatment plan for such clients. SLE services shall include:

1) Maintain CAARR registration in good standing and to abide by CAARR "Standards for Sober Living Environments" provided for any client referred and preauthorized by the County Behavioral Health Department to reside in CONTRACTOR's SLE facilities. Refer to Attachment F CAARR Standards For Sober Living Environments

2) Cooperate fully with COUNTY to permit upon request inspection/review of the SLE facilities for adherence to the CAARR Standards for Sober Living Environments.

3) Collaborate with the COUNTY Behavioral Health Department staff including all Substance Abuse Counselors, Mental Health Clinicians, Case Managers, Supervisors and Administrative staff in all matters pertaining to client substance abuse treatment, mental health and/or physical health care of COUNTY Behavioral Health Department clients when such clients are residing in the SLE facilities.

4) A person by name shall be designated by the SLE as the person in charge of the SLE facilities as a Resident Manager and that person shall also be clearly identified to all Behavioral Health Department clients in residence at the SLE facilities. The appointment of the individual(s) designated by the SLE as the SLE facilities Resident Manager shall also require approval by the COUNTY Behavioral Health Department.

5) Immediately report to COUNTY Behavioral Health Department any significant change in physical health, substance abuse, and mental health status or, any other critical incident involving Behavioral Health Department clients in residence at the SLE facilities.

5) Immediately, or at the latest on the next business day notify COUNTY if a Behavioral Health Department client leaves or is discharged from CONTRACTOR's program prior to the planned date of discharge of such event by telephone call, followed by a faxed written notification; such notice shall include the reason for and detailed circumstances of such event.

6) Make accessible for review by COUNTY the resident records of Behavioral Health Department clients in residence at the SLE facilities upon COUNTY Behavioral Health Department request. Resident records shall be maintained by CONTRACTOR as per the record keeping standards identified by the CAARR Standards For Sober Living Environments.

7) Provide COUNTY with any reports which may be required by State or Federal agencies for compliance with this Agreement. COUNTY shall provide the appropriate forms and advise CONTRACTOR as needed in the preparation of such reports.

8) CONTRACTOR shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104)."

9) CONTRACTOR shall comply with Title 42, CFR Part 54, ADP Bulletin 04-5, Charitable Choice Requirements.

10) Contractor shall retain client records for a minimum of three (3) years from the date of the last face-to-face contact, including each service rendered, to and the date of service, W&I Section 14214.1 and 42 CFR 433.32; and 22 CCR section 51341.1."

END 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)

(X) 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

COUNTY shall make payment 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, or
(X) A total sum not to exceed seventy two thousand dollars ($72,000.00) for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this Attachment B.

a) COUNTY agrees to pay SLE a fee for service daily bed rate for clients that are preauthorized by COUNTY for placement at the Women's SLE. The daily bed rate shall be $27.40 per day, per bed.

b) COUNTY may also at its discretion purchase additional Women's SLE bed days when COUNTY approved clients have their child(ren) accompany the client during the client placement at the SLE . The daily bed day rate of $27.40 per child, per day shall be paid by the COUNTY to CONTRACTOR.

c) Payment shall be considered payment in full for the services provided by the SLE for the COUNTY under the terms of this agreement and no additional charges are to be assessed by the SLE to any client that has been authorized for residency at the SLE facilities by the San Benito County Behavioral Health Department.

d) Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY

B - 4. SPECIAL COMPENSATION TERMS: (Check one)

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

a) CONTRACTOR shall bill the COUNTY through submittal of invoices on a

monthly basis for SLE services provided to clients who are authorized for payment by the COUNTY Behavioral Health Department.

g) COUNTY must receive Fourth quarter billing from CONTRATOR within 15 days of the end of the fiscal year for work completed in that fiscal year.

END 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-1 5. 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 contact, 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 ATTACHMENT D

ATTACHMENT E

HEALTH INSURANCE PORTIBILITY AND ACCOUNTIBILITY 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) 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

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 3.

MEETING DATE: 1/24/2017

DEPARTMENT: BEHAVIORAL HEALTH

DEPT HEAD/DIRECTOR: Alan Yamamoto

AGENDA ITEM PREPARER:

SBC DEPT FILE NUMBER: 810

SUBJECT:

BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO
Approve Appointment of Margie Barrios to the Behavioral Health Board for District #1 for the term of January 24, 2017 to January 24, 2020.
SBC FILE NUMBER: 810

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

This is a request to approve the appointment of Margie Barrios as a County Behavioral Board (BHB) public interest/consumer member. The County BHB has recommended the appointment of Margie Barrios as a member of the County's Behavioral Health Board, pending official Board of Supervisor's appointment 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. 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. Margie Barrios is being recommended for appointment by the BHB as a public interest/consumer member, District-1, BHB Board appointment.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

$0

STAFF RECOMMENDATION:

1) Approve the appointment of Margie Barrios as a public interest/consumer member, residing in Supervisor Dist. 1, to the Behavioral Health Board effective January 24, 2017. The term of the appointment to January 24, 2020.

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

Approved the appointment of Margie Barrios. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
Membership Application	12/13/2016	Cover Memo

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: Behavioral Health Board

Name: Margie Barrios

Phone: 831- [redacted] E-mail: [redacted]

Fax: 831- [redacted]

Mailing Address: [redacted] Mansfield Rd.

Street Address: Same

City: Hollister Zip: 95023

Length of Residency: 52 years

Supervisor District: 1

Education: AA Gavilan College, Excellence in County Govt Continuing

Affiliations:
YMCA Board of Mgrs. Homeless Planning Committee
Foster Youth Serv. Council

Reason(s) for Seeking Appointment:
Interested in care, services, & resources for behavioral health consumers.

Date: 12/8/14 Signature: Margie Barrios

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

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

SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 4.

MEETING DATE: 1/24/2017

DEPARTMENT: CLERK OF THE BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR: Chase Graves

AGENDA ITEM PREPARER: Janet Slibsager

SBC DEPT FILE NUMBER:

SUBJECT:

BOARD OF SUPERVISORS
Approve Certificate of Recognition for 2017 Chamber of Commerce Man, Woman and Businesses of the Year. To be presented at the awards dinner on January 28, 2017.
SBC FILE NUMBER: 156

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Approve Certificate of Recognition for 2017 Chamber of Commerce Man, Woman and Businesses of the Year. To be presented at the awards dinner on January 28, 2017.

ADDITIONAL PERSONNEL:

BOARD ACTION RESULTS:

Approved Certificates to be presented at a later date. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
List of the 2017 Chamber of Commerce Man, Woman and Businesses of the Year	1/3/2017	Backup Material

2017 Man, Woman and Businesses of the Year

Man of the Year: Paul Rovella

Woman of the Year: Margie Barrios

Business of the Year: Calvista Insurance Agency, Inc.

Charles W. Tobias DVM

Filice Farms

Heritage Bank of Commerce

The Garden Mart

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 5.

MEETING DATE: 1/24/2017

DEPARTMENT: CLERK OF THE BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR: Chase Graves

AGENDA ITEM PREPARER: Janet Slibsager

SBC DEPT FILE NUMBER: 790.2

SUBJECT:

BOARD OF SUPERVISORS
Approve appointment of Jean Zlotkin to the Planning Commission representing District #2 for Supervisor Botelho and Mark Tognazzini representing District #1 for Supervisor Medina for the period of January 24, 2017 through January 2, 2020.
SBC FILE NUMBER: 790.2

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

CURRENT FY COST:

STAFF RECOMMENDATION:

Approve appointment of Jean Zlotkin to the Planning Commission representing District #2 for Supervisor Botelho and Mark Tognazzini representing District #1 for Supervisor Mark Medina for the period of January 24, 2017 through January 2, 2020.

ADDITIONAL PERSONNEL:

BOARD ACTION RESULTS:

Approved appointments per staff recommendation. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
Application for Jean Zlotkin	1/10/2017	Correspondence
Application for Mark Tognazzini	1/10/2017	Cover Memo

Jan. Agenda

SAN BENITO COUNTY
BOARDS AND COMMISSIONS

MEMBERSHIP APPLICATION

I hereby express an interest in being nominated for membership on the following commission: (PLEASE PRINT)

BOARD/COMMISSION: PLANNING

NAME: Jean M. Zlotkin

PHONE: [redacted] **E-mail:** [redacted]

ADDRESS: [redacted]

CITY: [redacted] **ZIP:** [redacted]

LENGTH OF RESIDENCY: Since Feb 1980 but in San Benito County since 1975

SUPERVISOR DISTRICT: 2nd

OCCUPATION: Attorney + Court Commissioner, ret'd.

EDUCATION: Univ. of Calif. Berkeley BA; Davis, J.D.

AFFILIATIONS:

REASON(S) FOR SEEKING APPOINTMENT: I feel my long term residency and background will be useful in contributing to thoughtful and careful ~~decision~~ Decision-making about Land Use in S.B. Cty.

DATE: 12/7/2016 **SIGNATURE:** Jean M Zlotkin

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

Any questions, please call: (831) 636-4000
05/25/11 drt

SAN BENITO COUNTY
BOARDS AND COMMISSIONS

MEMBERSHIP APPLICATION

I hereby express an interest in being nominated for membership on the following commission: (PLEASE PRINT)

BOARD/COMMISSION:
Planning Commission

NAME: MARK A. TOGNAZZINI

PHONE: [redacted] **E-mail:** [redacted]

ADDRESS: [redacted]

CITY: [redacted] **ZIP:** [redacted]

LENGTH OF RESIDENCY:

SUPERVISOR DISTRICT: ONE

OCCUPATION: RETIRED AGRICULTURAL COMMISSIONER

EDUCATION: HIGH SCHOOL - SOME COLLEGE

AFFILIATIONS:

REASON(S) FOR SEEKING APPOINTMENT:

SUPERVISOR MEDINA ASKED ME TO SERVE.

DATE: 1-5-17 **SIGNATURE:** [signature]

Return completed form to: **SAN BENITO COUNTY**
Attention: Chase Graves, Clerk of the Board

SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 6.

MEETING DATE: 1/24/2017

DEPARTMENT: CLERK OF THE BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR: Chase Graves

AGENDA ITEM PREPARER: Janet Slibsager

SBC DEPT FILE NUMBER: 93

SUBJECT:

BOARD OF SUPERVISORS
Approve appointment of Mindy Sotelo to the Parks and Recreation Commission representing District #3, for the period of January 24, 2017 through January 24, 2019.
SBC FILE NUMBER: 93

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Approve appointment of Mindy Sotelo to the Parks and Recreation Commission representing District #3, for the period of January 24, 2017 through January 24, 2019.

ADDITIONAL PERSONNEL:

BOARD ACTION RESULTS:

Approved appointment per staff recommendation. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
Application for Mindy Sotelo	1/10/2017	Cover Memo

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: Parks and Rec

NAME: Mindy Sotelo

PHONE: [redacted]

ADDRESS: [redacted]

CITY: [redacted] **ZIP:** 95023

LENGTH OF RESIDENCY: 38 years

SUPERVISOR DISTRICT: Rivas

OCCUPATION: Exec. Director - Farm Bureau

EDUCATION: BA from CSUMB Major - Communications

AFFILLIATIONS: Baler Backers Athletic Organization

REASON(S) FOR SEEKING APPOINTMENT: Robert Rivas asked me to. Interested in opportunities for our citizens in relation to parks + activities.

DATE: 12/9/16 **SIGNATURE:** MSotelo

Return completed form to:

SAN BENITO COUNTY
Attention: Linda Churchill, Clerk of the Board
481 Fourth Street
Hollister, CA 95023

Any questions, please call: (831) 636-4000
01/08/07 lc

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 7.

MEETING DATE: 1/24/2017

DEPARTMENT: CLERK OF THE BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR: Chase Graves

AGENDA ITEM PREPARER: Chase Graves

SBC DEPT FILE NUMBER: 1059

SUBJECT:

BOARD OF SUPERVISORS
Approve the appointment of Robert Hillebrecht to the Resource Conservation District Board of Directors to fill a term left vacant by a resignation through November 2020.
SBC FILE NUMBER: 1059

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Vacancy due to a resignation requires appointment of Directors to the San Benito Resource Conservation District by the San Benito County Board of Supervisors pursuant to resolution 2006-1 passed, adopted and presented to San Benito County on Aug. 4, 2006. One director resigned prior to their term ending. The new Director has been recommended for appointment by SBRCD Board of Directors per Res. No. 2013-4.

RCDs work closely with the Natural Resources Conservation Service (NRCS) in responding to soil, water and wildlife management needs of local land users. RCDs are managed by non-salaried directors who reside within the District and are familiar with local resource issues. RCDs have no enforcement or regulatory functions and receive no local tax dollars. The SBRCD has been working with local landowners on a volunteer basis in San Benito County on conservation improvements

since 1961. The SBRCD is currently managed by five Directors who are appointed by the San Benito County Board of Supervisors. District activities are funded via grants and therefore the annual budget varies depending on the grants awarded at the time.

BUDGETED:

No

SBC BUDGET LINE ITEM NUMBER:

N/A

CURRENT FY COST:

$0

STAFF RECOMMENDATION:

Approve the appointment of Robert Hillebrecht for a term to expire on the last Friday of November 2020.

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

Approved per staff recommendation. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
Rob Hillebrecht BOS	1/10/2017	Cover Memo

SAN BENITO RESOURCE CONSERVATION DISTRICT

2337 Technology Parkway, Suite C
Hollister, California 95023
Phone: (831) 637-4360, ext. 101
Fax: (831) 636-7643
www.rcdsanbenito.org

RESOLUTION 2016-04

APPOINTMENT OF Robert Hillebrecht

Resolution of the San Benito Resource Conservation District Board of Directors to request that the Board of Supervisors appoint Robert Hillebrecht to the San Benito Resource Conservation District Board of Directors to fill the term left vacant by a resignation. Such terms expire on the last Friday in November, 2020.

Whereas, Robert Hillebrecht is committed to carrying out and implementing District conservation programs, as specified in the San Benito Resource Conservation District Long-Range and Annual Work Plans.

Whereas, Robert Hillebrech is committed to resource conservation and management in San Benito County.

Whereas, Robert Hillebrech would help to expand the breadth of the San Benito Resource Conservation District programs to include non-agricultural residents.

Whereas, the San Benito County Board of Supervisors has the authority to make this appointment under their auspices of control.

Whereas, the San Benito Resource Conservation District is required, according to *Division 9, Article 7, Section 9315, in case of a vacancy in the office of Director appointed pursuant to Section 9314, "the vacancy shall be filled, as provided in Section 9314, by appointment for the unexpired term by the Board of Supervisors of the principal county."*

Now Therefore Be It Resolved, that the Board of Directors of the San Benito Resource Conservation District request that the San Benito County Board of Supervisors appoint Robert Hillebrech to the San Benito Resource Conservation District Board of Directors to fill the terms left vacant by a resignation of terms.

Passed and Adopted at the meeting of the Board of Directors of the San Benito Resource Conservation District on December 15, 2016.

Board of Director

Camille Abreu-Woida on behalf of San Benito Resource Conservation District

Ayes: 3
Noes: 0
Absent: 1

TO: HONORABLE BOARD OF SUPERVISORS

FROM: Camille Abreu-Woida, SBRCD

DATE: January 10, 2017

SUBJECT: Appointment to San Benito Resource Conservation District Board of Directors

SUMMARY:
Vacancy due to a resignation, requires appointment of Directors to the San Benito Resource Conservation District by the San Benito County Board of Supervisors pursuant to resolution 2006-1 passed, adopted and presented to San Benito County on Aug. 4, 2006. One director resigned prior to their term ending. A new Director has been recommended for appointment by SBRCD Board of Directors per Res. No. 2013-1.

RECOMMENDATION:
It is respectfully requested that the Board of Supervisors:

Approve appointment of Robert Hillebrecht for a term to expire the last Friday of November 2020.

DISCUSSION:
According to our bylaws, directors shall serve four-year terms. However, according to Section 9316, also of our bylaws, unscheduled vacancies shall be filled by appointment only for the unfinished term of the resigning or ineligible director. The director fills a vacancy that has an existing term to expire in November 2020.

FINANCIAL CONSIDERATION:
None

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 8.

MEETING DATE: 1/24/2017

DEPARTMENT: CHILD SUPPORT SERVICES

DEPT HEAD/DIRECTOR: Jamie Murray

AGENDA ITEM PREPARER: Keith Johnson

SBC DEPT FILE NUMBER: 22

SUBJECT:

CHILD SUPPORT SERVICES - J. MURRAY
Approve the 2017 California State/Local Child Support Agency Plan of Cooperation for the period of October 1, 2016 through September 30, 2017; and authorize the Department Director to sign.
SBC FILE NUMBER: 22

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Annual renewal of Plan of Cooperation between the California Department of Child Support Services and the San Benito Department of Child Support Services.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

CURRENT FY COST:

STAFF RECOMMENDATION:

Approve the 2017 California State/Local Child Support Agency Plan of Cooperation for the period of October 1, 2016 through September 30, 2017; and authorize the Department Director to sign.

ADDITIONAL PERSONNEL:

BOARD ACTION RESULTS:

Approved per staff recommendation. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
2017 State DCSS POC	12/30/2016	Cover Memo

CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES

STATE LOCAL CHILD SUPPORT AGENCY

PLAN OF COOPERATION

FFY 2017

OCTOBER 1, 2016 – SEPTEMBER 30, 2017

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SECTION I: PURPOSE

The purpose of this State / LCSA Plan of Cooperation, hereinafter referred to as the "POC," is to define responsibilities for securing child support, including child support establishment, collection, and disbursement services; medical support; determining paternity; and providing other public services in accordance with the provisions of Title IV-D of the Social Security Act (SSA), Title 42 U.S.C. §651 et seq., hereinafter referred to as "Title IV-D," "Title IV-D program," or "Title IV-D services."

This POC is entered into between the Department of Child Support Services, hereinafter referred to as the "Department" and the San Benito Department of Child Support Services, hereinafter referred to as the "Local Child Support Agency (LCSA)."

SECTION II: AUTHORITY

Family Code (FC) §17202 designates the Department as the single organizational unit whose duty it shall be to administer the Title IV-D state plan for securing child and spousal support, medical support, and determining paternity. State plan functions shall be performed by other agencies as required by law, by delegation of the Department, or by cooperative agreements.

FC §17304(a) requires the Director of the Department to negotiate and enter into cooperative agreements with county and state agencies to carry out the requirements of the state plan for administering the Title IV-D child support program.

FC §17304(b) requires the Director of the Department to have direct oversight and supervision of the Title IV-D operations of the local child support agency. No other local or state agency shall have any authority over the local child support agency as to any function relating to its Title IV-D operations.

FC §17314(b) requires Regional Administrators to oversee the LCSAs to ensure compliance with all state and federal laws and regulations.

SECTION III: GENERAL PROVISIONS

1) The Department and LCSA shall comply and work in collaboration with all provisions of this POC, Title IV-D of the SSA, and all federal and state laws, regulations, policies and directives.

2) The Department and LCSA shall promote an effective statewide child support program by monitoring, evaluating and advertising child support services administered and delivered at the state and/or to the local level per CFR §302.30.

3) The Department and LCSA shall consult on program initiatives as well as the development and clarification of program policy; to provide clear direction as well as adequately assess the local program and workload impacts.

SECTION IV: DEPARTMENT RESPONSIBILITIES

Per FC §17304(c), and as a condition of disbursing federal and state funds to the LCSA, ensure a current, signed POC is on file. Amend the POC to reflect new or revised federal and state laws, regulations, policies, and directives as necessary. The Department shall ensure that the LCSA has the POC within 60 days of effective date in order to acquire appropriate approvals.

1) Per FC §17306(e)(1), develop, adopt, and disseminate directives, policies, and regulations to inform the LCSA and other appropriate county agencies of federal and state law, policies, standards, procedures, and instructions relative to Title IV-D services.

2) Per FC §17310, formulate, adopt, amend, or repeal regulations affecting the purposes, responsibilities, and jurisdiction of the Department consistent with the law and necessary for the administration of the state plan for securing child support and enforcing spousal support and determining paternity.

3) Communicate with the Judicial Branch Partners regarding statewide uniformity issues, statewide standards, LCSA/local court handling of LCSA cases and workload priorities.

4) Per 45 CFR §302.12(a)(2), maintain an organizational structure and sufficient staff to efficiently and effectively administer and supervise all automation functions for which it is responsible under the Title IV-D state plan and other federal and state automation requirements.

5) Initiate legislation, as appropriate, to improve clarity and efficiency of the child support program and ensure compliance with federal and state laws, regulations, policies, and directives. Consider legislative initiatives proposed to the Department by the LCSA.

6) Analyze pending legislation to identify the impact to the child support program if enacted.

7) Provide quarterly summaries of statewide customer service survey results to the LCSA.

A. Case Management

1) Case Processing

Establish and maintain systems and procedures to facilitate the LCSA administration of the Title IV-D program.

a) Per 45 CFR §302.51(a)(1), accurately collect and distribute child support, medical support, and spousal support payments in accordance with federal and state laws, regulations, policies, and directives. Take all steps necessary to minimize undistributed collections.

b) Issue billing statements to the obligor per FC §17525 and collection and distribution notices to the obligee in accordance with the Department's policy.

c) Per 42 U.S.C. 654b (a)(1), manage and oversee the Statewide Disbursement Unit (SDU) which maintains the collection and disbursement processes.

d) Extend the full range of services available under the Title IV-D plan per 45 CFR §302.36.

2) Case Record Maintenance

Per 45 CFR §302.85(b), manage the Child Support Enforcement (CSE) system and maintain CSE data in accordance with federal and state laws, regulations, policies, and directives for the administration of the Title IV-D program.

3) Case Records Retention

Maintain all closed Title IV-D case records in CSE for a period of four years and four months from the date of case closure, per 22 CCR §111450, unless the case is subject to an open federal or state audit, civil litigation, or a court order which extends the retention period.

4) Case Complaint Resolution

a) Ombudsperson Program

i) Public Inquiry Response Team coordinates with LCSA Ombudsperson to respond to participants or outside inquiries.
ii) Maintain a statewide list of Ombudspersons.

b) Complaint Resolution Program and State Hearing

i) Maintain the Department portion of the complaint resolution and state hearing process as set forth in FC §17800 et seq., including maintenance of the Complaint Resolution Tracking System (CRTS).

ii) Work with the LCSA to facilitate resolution of any complaints as needed.

iii) Provide statewide training regarding handling of participant inquiries, complaint resolution, CRTS and state hearings.

5) Litigation, Writs and Appeals

Any decision by an appellate court regarding child support can have broad application to state child support policy, all LCSAs, and the Department.

a) Provide a procedure to review incoming appellate case submissions provided by LCSAs including respondent and appellant case submissions. Pursuant to FC §17304(b), review, approve or deny any request from an LCSA to pursue a writ or appeal.

b) Contract with the California Department of Justice to provide appellate representation in Title IV-D appeals, at no cost to LCSA.

B. Paternity Opportunity Program

Administer the statewide Paternity Opportunity Program in collaboration with LCSAs as set forth in 45 CFR §302.31(a)(1), §302.70(a)(5), §303.5(g) and FC §§7570 – 7577.

1) Publicize and provide written material as it pertains to the voluntary paternity establishment process, a written description of the parent's rights and responsibilities and forms necessary to acknowledge and/or rescind paternity.

2) Process and file voluntary Declaration of Paternity forms, Rescission forms and court ordered Set-Asides.

3) Record Declarations of Paternity deemed valid in the statewide database.

4) Collaborate with LCSA as necessary to provide POP training to current and potential witnessing agencies.

5) Provide periodic POP training to LCSA staff.

6) Facilitate discussions with the LCSA Director and their designated supervisors and managers regarding performance and improvement strategies as necessary.

7) Provide, upon request, (certified) copies of filed Declarations and any Rescissions to the parents, child, LCSA, county welfare department, county counsel, State Department of Health Services, and the courts.

8) Assess, monitor and report voluntary paternity establishment data to LCSA each quarter of the federal fiscal year.

9) Partner with POP Coordinators designated as a point of contact by LCSA.

C. Training

1) Collaborate with LCSA to establish, oversee, evaluate and administer, as appropriate a statewide training program which delivers quality and efficient training.

2) Develop long and short-term program training goals; develop methods/metrics for measuring training effectiveness and meeting the goals of the training program.

D. Tribal Relations

Provide statewide leadership, through the Department's tribal liaison, to establish direct and open communication with tribal governments in an effort to establish government-to-government relationships and enter into Memorandums of Understanding with comprehensive Tribal IV-D programs, operating under Title 45 CFR §309.65(a), which shall be included in the state plan.

1) Manage shared tribal IV-D cases where both California and any Tribal IV-D program in California have an interest in the case.

   a) Coordinate the transfer of IV-D cases to any comprehensive Tribal IV-D program in California where court action has not been initiated.

b) Coordinate case transfer under California Rule of Court, Rule 5.372, with the LCSA and any Tribal IV-D program in California, where appropriate.

2) Provide locate services to any comprehensive Tribal IV-D program operating under Title 45 CFR §309.65(a) consistent with Title 42, USC §654(26) and §666(c)(1)(D), Title 45 CFR §302.35, and FC §17212.

3) Extend the full range of services to any Tribal IV-D program operating under Title 45 CFR §309.65(a) with the exception of tribal IV-D responding intergovernmental cases.

E. Audits

1) Data Reliability

a) Coordinate and oversee data reliability monitoring to ensure LCSA maintains complete and reliable data in accordance with the standards set forth by the federal incentive funding system outlined in the federal Child Support Performance and Incentive Act of 1998.

b) Take all steps necessary to ensure the accuracy of all data, including data entered into the state automated system; provide policy and system documentation to ensure data is entered correctly; and ensure LCSA is in compliance with federal state data reliability standards. The implementation of required corrective actions is included in these steps.

c) Coordinate and oversee the quarterly data reliability reviews and participate in other data reliability efforts consistent with Department directives. This ensures the maintenance of complete and reliable data in accordance with the standards set forth by the federal incentive funding system.

d) Coordinate, oversee, and participate in all annual federal data reliability audit activities as needed, including, but not limited to, the following:

i) Provide LCSA-specific case samples selected by federal auditors to validate;

ii) Coordinate, facilitate, and attend conference calls to discuss questions;

iii) Request the LCSA provide any case documentation required;

iv) Work with the LCSA to address and resolve issues with problem cases; and

v) Work with the LCSA to address and resolve any case variances as identified by federal auditors.

2) *Administrative Expense Claim Schedule and Certification CS 356 Claim Audits*

a) Perform fiscal reviews of reported expenditures and abatements on the Administrative Expense Claim Schedule and Certification (CS356).

b) Coordinate and conduct audits and reviews of the LCSAs, to ensure compliance with program requirements.

c) Provide LCSA with notification of the review, audit scope, methodology and audit process.

d) Request and require the LCSA to provide all fiscal and administrative records necessary to comply with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in Title 2 CFR Part 200 as well as access to necessary case and financial records.

e) Follow up on allegations of fiscal noncompliance and evaluate, monitor and document the risk identified and the impact to the child support program.

f) Report on LCSA compliance with the Uniform Requirements, Child Support Program Regulations and in relation to costs claimed on the CS356.

g) Obtain corrective action within 6 months following the issuance of the final report.

3) Other Audits

Coordinate and oversee federal and state auditors when conducting required audits to assess completeness, accuracy, reliability, and security of data used in calculating the performance indicators. This includes, but is not limited to, the following:

a) Department of Finance, Bureau of State Audits, and contract auditors as prescribed by the Department, access to all requested information in order to conduct audits/reviews including, but not limited to, data reliability audits, administrative and expenditure claims audits, and Internal Revenue Service Safeguard reviews.

b) Require LCSA to provide independent auditors all case records necessary to comply with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in Title 2 CFR Part 200 as well as access to necessary case and financial records. Monitor data reliability to ensure the LCSA maintains complete and reliable data in accordance with the standards set forth by the federal incentive funding system outlined in the federal Child Support Performance and Incentive Act of 1998.

F. Compliance and Monitoring

Conduct the Annual Self-Assessment and Quality Assurance Reviews of the child support program to monitor and measure compliance with, and ensure the implementation of actions necessary to meet federal requirements, pursuant to 45 CFR §§ 303 and 308, and state requirements per FC Division 17, Chapters 1 and 2, and Title 22 California Code of Regulations Division 13.

1) Assess and identify the need for compliance reviews in programmatic areas and communicate to LCSA.

2) Conduct compliance reviews which may entail cases, data, or onsite at LCSA.

3) Inform LCSA Compliance Coordinator of preliminary finding of non-compliance.

4) Make a final determination that the findings either stand, or are reversed and brought into compliance, in consideration of information provided by the LCSA.

5) Inform the LCSA Director and Compliance Coordinator of the requirements to develop a corrective action plan or improvement strategy in the event of non-compliance findings.

6) Review LCSA's corrective action plan or improvement strategy for approval or consult with the LCSA to revise.

7) Inform LCSA Director and the Compliance Coordinator of the statewide and individual count results.

8) Report the results of the Annual Federal Assessment Review and any LCSA corrective action plan(s) to the Federal Office of Child Support Enforcement.

9) Evaluate LCSA's progress in achieving compliance through the corrective action plan or improvement strategy.

G. Outreach

1) Per 45 CFR §302.30 and FC §17210, establish systems for informing the public, including custodial and non-custodial parents of dependent children, of its services and operations.

2) Make Title IV-D outreach materials available to the public and the LCSA.

3) Provide appropriate translation of statewide public education and outreach materials and required forms.

4) Coordinate with the LCSA Public Information Officer regarding any media contact.

H. Program Performance

1) Performance Management Plan

a) Develop a state strategic plan and annual goals.

b) Develop an annual performance plan aligned with the state strategic plan and annual goals.

c) Review and approve LCSA performance management plan and quarterly updates.

2) Corrective Action

a) Require a corrective action plan for any area of noncompliance identified by a federal or state audit, or state program or local review or assessment, or resulting from any conditions of program deficiencies pursuant to FC §17602.

b) Withhold part or all federal and state funds from the LCSA, after notice to the LCSA as required by FC §17604, when the Director of the Department determines the LCSA is failing in a substantial manner to comply with any provisions of the POC, Title IV-D or federal or state laws, regulations, policies, and directives.

c) Impose sanctions on the county for failure of the LCSA to meet audit or performance-related criteria as specified in federal and state laws, regulations, policies, and directives.

I. Fiscal Administration

In accordance with federal and state laws, regulations, policies, and directives, the Department shall carry out the fiscal activities described herein.

1) Accounting and Recordkeeping

In discharging its fiscal accountability per 45 CFR §302.14, the Department will maintain an accounting system and supporting fiscal records to adequately ensure claims for federal funds are in accordance with applicable federal requirements.

2) Separation of Cash Handling and Accounting

Per 45 CFR §302.20, maintain methods of administration designed to ensure persons responsible for handling cash receipts of support do not participate in accounting or operating functions which would enable concealment of the misuse of support receipts within the accounting records.

3) Payment Application Data Security Controls

Provide policy direction regarding the acceptance and processing of electronic payments.

4) Budgeting and Annual Allocation Process

a) Review and approve the LCSA annual operating budget as required by FC §17306(b)(9).

b) Issue an initial and/or final allocation which provides sufficient funding to ensure each child support agency operates an efficient and effective program in compliance with the State Plan.

c) Provide approval or denial of the LCSAs request for new funding needs for the upcoming budget year.

d) Request expenditure projections necessary to assess spending trends and patterns statewide.

e) Request submission of fiscal information necessary to accurately develop the annual Governor's Budget for the child support program.

f) Audit final submission of the CS356 Local Child Support Agency Administrative Expense Claim Schedule and Certification form.

g) Review and approve or deny written requests for equipment and capital expenditures as defined in Title 2 CFR Part 200.439 and the LCSA Fiscal Administrative Manual.

5) *Data Reporting*

a) Compile and validate the CS34 (Monthly Report of Collections and Disbursements) and the CS35 (Supplement to the CS34 Monthly Report of Collections and Disbursements) data and provide the LCSA with a monthly notification upon completion. Compile and validate the OCSE 34 (Child Support Enforcement Program Quarterly Collection Report) and OCSE 396 (Child Support Enforcement Program Quarterly Financial Report) and submit to the federal government on a quarterly basis.

b) Compile monthly state performance data and provide the LCSA with a monthly notification upon completion. Compile and submit the OCSE 157 (Child Support Enforcement Annual Data Report) to the federal government on an annual basis.

c) Request local court operations data from LCSA as needed to support program improvements.

6) Bonding

Pursuant to 45 CFR §302.19, the Department shall require a surety bond covering against loss resulting from dishonesty, for every person who has access to or control over funds collected under the child support enforcement program.

7) Contracting

The Department will review, activate, and maintain an inventory of submitted contract/agreements in the Cooperative Agreement Tracking System (CATS) entered by LCSA.

a) Superior Court – Court POC

Provide an approved template for the LCSA to complete when entering into a plan of cooperation with the Superior Court. The Department shall:

i) Review the Court POC between the LCSA and the Superior Court within 60 days of electronic submission via CATS.

ii) Ensure compliance with all pertinent state and local regulations and the requirements and provisions of Title IV-D and this POC.

b) Shared Service Agreements

i) Review and approve all shared services agreements within 60 days of electronic submission via CATS. If the Department fails to approve or deny the submitted agreement within 60 days of receipt, it shall be deemed approved.

ii) Convene a statewide workgroup to identify and promote program improvement and efficiencies through shared services opportunities.

c) Non-Title IV-D Activities

i) Per 45 CFR §302.15, Parts 304, 305, and 308, monitor LCSA to ensure compliance and the integrity of Title IV-D funding.

ii) Per 45 CFR §303.20 and FC §17304, monitor to ensure the LCSA is separate and independent from any other county agency or department. Upon submission of a plan from an LCSA Director to perform Non-Title IV-D activities, respond within 30 days. Request for additional information or an extension of the review period should still be completed within 30 days.

d) IT Contracts

Manage and oversee IT Contracts for the acquisition of goods or services related to information technology: computer hardware, software licenses, software development, and maintenance of hardware and software in accordance with State and Federal laws, regulations, and policies as stated herein.

i) Automatic Data Processing

a) Review and approve, prior to execution, any IT contracts or service agreements per 45 CFR §95.611(a)(1)(b) for acquisitions costing $5,000,000 or more and 45 CFR §95.611(3) $1,000,000 or more.

b) Forward approved proposed contracts to the Administration for Children and Families for federal approval.

ii) Comply with Governor issued Executive Order (EO) S-09-09 per SIMM section 18 concerning state contract expenditures and exemptions approved by the Technology Agency for IT system or service contracts.

iii) Comply with Office of Child Support Enforcement Master Contracts for State IT Products and Services per 45 CFR part 95, Subpart F.

iv) Comply with all contract language including 3rd parties who access child support information.

J. Information Security and Privacy Protection

1) Ensure access to information from the following sources, including but not limited to, the Department of Motor Vehicles (DMV), Franchise Tax Board, Social Security Administration, Medi-Cal Eligibility Data System (MEDS), Title IV-A and Employment Development Department (EDD), is consistent with the terms and conditions of agreements entered into between the Department and those information providers, including the terms and conditions of the DCSS Medi-Cal Privacy and Security Agreement (DCSS PSA) with the California Department of Health Care Services attached hereto as Attachment A.

DCSS must also ensure access is consistent with the terms and conditions of the following agreements, including but not limited to, the Information Exchange Agreement (IEA) between SSA and DCSS, IEA Attachment 2 - Computer Matching and Privacy Protection Act Agreement between SSA and CHHS, and IEA Attachment 4 - "Electronic Information Exchange Security Requirements for State and Local Agencies Exchanging Electronic Information with SSA" (Technical Systems Security Requirements (TSSR)). These sensitive documents will be provided to the LCSA Information Security Officer separately.

2) Provide governance and oversight on Information Security and Privacy related issues and represent the Department and LCSA to external agencies on related matters.

3) Maintain and disseminate Information Security policies and standards consistent with 5 U.S.C 552a, 42 U.S.C. 654(26), 45 CFR §95.621, 45 CFR §302.85, 45 CFR §303.21, 45 CFR §305.60, 45 CFR §307.10, 45

CFR §307.11, 45 CFR §307.13, IRC 6013(l)(6), IRC 6103(l)(8), IRC 6103(l)(10), IRC 6103(p)(4), IRS Publication 1075, NIST 800-53 rev. 4, CA Family Code §17212, CA Civil Code §1798.29, CA State Administrative Manual §5300, and Payment Card Industry (PCI) Data Security Standard version 3.0.

4) Provide assistance with maintenance of Business Continuity Management Plans.

5) Enforce Federal and State requirements for Information Security Incident Reporting.

6) Implement and manage a security safeguards review program which assesses local compliance with all security-related requirements; and assist LCSA Directors and staff with compliance efforts.

7) Coordinate all Federal and State Information Security Reporting requirements to include the annual IRS Safeguard Security Report (SSR), Business Continuity Plans, and Incident Reporting.

8) Maintain an Information Security Awareness Training program pursuant to Federal and State mandates.

9) Monitor access to all information and systems maintained by the Department.

K. Information Technology

1) IT Policies and Procedures

Establish and maintain Information Technology (IT) policies and procedures for child support IT systems in compliance with the Code of Federal Regulations (CFR), the Statewide Administrative Manual (SAM), IRS Publication 1075, the State Information Management Manual (SIMM), OCSE Security Agreement and the State Fiscal Administrative Manual to:

a) Provide IT technical support for all Department provided systems and technologies.

b) Maintain a centralized IT Service Desk in support of Department provided IT systems and technologies.

c) Maintain Department controlled statewide systems' availability and performance to meet the child support program needs.

d) Identify and implement improvements to the statewide systems under the control of the Department.

e) Communicate immediately notifications and updates concerning system availability.

2) IT Procurements

Manage and oversee all procurements of IT goods and services in accordance with state and federal laws, regulations, and policies as stated herein. Acquire IT goods and services in accordance with the Principles for IT Procurement per SAM §5230.4 and Public Contract Code §12100.

a) Review and approve or deny requests for LCSA IT procurements within 30 days according to the LCSA Fiscal Administrative Manual.

b) Deny IT procurement requests that do not include business case and LCSA IT Request Form per Department policy.

c) Comply with the Department of Finance and Department of General Services oversight and approval process per SAM §4819 and §5200.

d) Provide approval or denial of IT procurements to support a new technology project. The state will review utilizing the Project Approval Lifecycle State/Gate required by the Department of Technology.

e) Provide language to ensure software ownership rights and modification information is incorporated in all applicable procurements per 45 CFR §95.617.

3) IT Asset Management

Manage state-owned IT assets for the child support program and production systems; including identification and classification of state-owned hardware and software, telecommunications, maintenance costs and expenditures, support requirements, and the ongoing refresh activities necessary to maintain the IT assets per SAM §4989.

Establish and maintain policies and procedures for management of IT state-owned assets in accordance with state and federal laws, regulations, OCSE Security Agreement, LCSA Fiscal Administrative Manual, IRS Publication 1075, and policies as stated herein.

a) Manage IT equipment, maintain inventory records on the equipment, and take periodic physical inventories per 45 CFR §95.707, and Department policies.

b) Establish and maintain contracts to support the warranty of state-owned assets.

c) Upon notification, the Department will review and provide written approval/denial, within 30 days, for LCSA requests to move state-owned IT assets. A move is defined as a relocation of an asset to a different physical building address in the same county and the exchange of state-owned IT assets with other LCSAs.

d) Provide oversight and support during relocation activities in order to manage DCSS or State-owned assets for Business Continuity per IRS Publication 1075.

e) Maintain the Departments LCSA IT Request Form for new IT items.

f) Work with LCSA and vendors to provide replacements of IT equipment that is no longer able to meet the operational requirements.

g) Maintain a software management plan and certificate of software compliance per SAM §4846 to prevent software piracy and promote good software management practices.

h) Develop and implement a technology refresh plan to replace equipment prior to its end of support or lifecycle per SAM §5001.

i) Manage disposition of state-owned assets per 45 CFR §95.707 and SAM §5900, §8633, and §8640.

j) Upon receipt of a list of state-owned IT assets to be surveyed for disposal, the Department will review and provide written approval/denial and handling instructions, within 30 days.

k) Provide instructions on the usage and maintenance of state-owned assets.

4) Systems Development

Responsible and accountable for ensuring the development of technology adheres to the Department, state, and federal regulations and mandates as stated herein.

a) Review and approve or deny requests for the development of new technology systems or applications to support the child support program. Review alternative analysis to address the availability, usability, maintainability and cost effectiveness of prewritten and tested application programs in lieu of developing programs in-house per SAM §5175.2.

b) Comply with the project approval lifecycle scope for system development per SAM §4922 and §4819.

c) Ensure information security controls are designed in new system development per SAM §5315 and the OCSE Security Agreement.

L. Federal Grants

Section 1115(a) of the Social Security Act provides the Office of Child Support Enforcement (OCSE) with authority to fund demonstration grants. Only State Title IV-D agencies, or the state umbrella agency of which they are a part of, can receive 1115 Demonstration Grants.

1) Monitor Section 1115 Demonstration Grant forecasts and announcements.
2) Alert LCSA of potential forecasts, announcements, and timelines for national child support grant program opportunities.
3) Provide support to LCSA in preparing grant conceptual proposals.
4) Assign a grant sponsor to assist the LCSA in the application process for any grant proposal the Department has approved in concept.
5) Submit grant application documents to OCSE.
6) Monitor funded grant projects through completion.
7) Assist LCSA in preparation of quarterly and end-of-project performance and financial grant reports; submit to OCSE.

M. Civil Rights

Adhere to and administer and operate the Title IV-D program in accordance with the provisions of the Title VI and Title VII of the Civil Rights Act of 1964, as amended; the California Fair Employment and Housing Act; the Americans with Disabilities Act of 1990 and 2008 Amendment; the Rehabilitation Act of 1973, §504 and §508; the California Department of General Services, Office of the State Architect, Title 24 CCR and Title 28 CFR Part 35, and appendix A of Title 28 CFR Part 36; the Dymally-Alatorre Bilingual Services Act and all other applicable federal and state laws, regulations, policies, and directives prohibiting discrimination on the basis of age, sex, race, color, religion, ancestry, national origin, disability, medical condition, denial of family and

medical care leave, genetic information, marital status, military and veteran status, or sexual orientation.

N. Non-Compliance

1) If the LCSA does not comply with the terms and conditions of this POC, and non-compliance becomes an issue, the Department may withhold funds for any of the following:

   a) Failure to submit required reports or requested data.

   b) Major breach of federal or state program requirements or of the requirements of this POC.

   c) Failure to meet minimum federal standards on a federal performance measure, including federal data reliability requirements.

2) The Department shall notify the LCSA in writing of the LCSA's specific failure or breach and the required corrective action plan prior to the withholding of funds. Notification shall be at least 60 days prior to the withholding of funds. The Department may begin withholding from any funds due the LCSA during the monthly payment process until the LCSA is in compliance, or has an approved corrective action plan, and is in compliance with that plan.

3) Establish and implement an appeal process consistent with the requirements set forth in FC §17604(f), to be available to any LCSA sanctioned or pending sanction.

4) If the LCSA submits a justification for reconsideration:

   a) Consider and make a decision on all appeals within 30 calendar days of receipt of the appeal.

   b) Notify the LCSA in writing, of the results of the request for reconsideration within 30 calendar days of receipt.

c) Restore any withheld funding to the LCSA if the facts presented in the appeal persuade the Department that the sanctions should not have been imposed.

SECTION V: LCSA RESPONSIBILITIES

As a condition of receiving federal and state funds from the Department, ensure a current, signed POC is received by the Department prior to the beginning of each Federal Fiscal Year.

1) Responsible to provide all Title IV-D program services as required by federal or state laws, regulations, policies, or directives within San Benito as directed by the Department and described herein.

2) Notify the Director and Regional Administrator of any situation or circumstance directly impacting the operation of the local child support agency, including closure for holidays, furlough and other county specific circumstances.

3) Promptly notify the Director and Regional Administrator of changes in LCSA Leadership; these include Director, Assistant Director, or any other high-level management positions.

4) Conduct customer service surveys regularly and provide results monthly to the Department.

A. Case Management

1) Case Processing

a) Accept all applications and referrals requesting service in accordance with 45 CFR §303.2.

b) Per 45 CFR §303.4 and CFR §303.31(b), establish child support and medical support orders.

c) Per 45 CFR §302.31 and 22 CCR §112210, ensure all actions on a Title IV-D case have been suspended; when:

i) Notified by the county welfare department (CWD) of good cause for non-cooperation pursuant to Welfare and Institutions Code (WIC) §11477.04.

ii) The case is under the jurisdiction of the juvenile court as provided in WIC §300.

d) In accordance with 45 CFR §303.3, conduct locate activities, using all appropriate federal, state, and local locate resources to assist in the location of all NCPs or CPs whose whereabouts or assets are unknown.

e) Initiate appropriate enforcement actions to obtain payment of current and past due support in all Title IV-D cases with court orders for child and/or medical support in accordance with federal and state laws, regulations and policies (45 CFR §303.6).

f) Enter into CSE and report to CWD, when known, the following on Title IV-D cases:

i) Any welfare applicant/recipient who refuses to cooperate with the LCSA in the establishment or enforcement of child support orders (45 CFR §264.30).

ii) Payments directly received by aided CP in accordance with 45 CFR §302.32(a).

g) In accordance with 45 CFR §303.8, review child support orders when requested by an NCP or CP, or, when the LCSA becomes aware of a change of circumstances which may affect the support obligation. Review, and, if appropriate, adjust orders for current Temporary Assistance for Needy Families (TANF).

h) Manage Title IV-D cases from other jurisdictions pursuant to the Uniform Interstate Family Support Act (FC §§5700.101-5700.905).

i) Comply with federal and state laws, regulations, policies, and directives for case closure (45 CFR §303.11).

j) Ensure all financial processing is in accordance with 45 CFR §302.32(b).

2) Case Records Maintenance

Prepare and maintain records for each Title IV-D case which includes information necessary for proper and efficient processing of cases in accordance with federal and state laws, regulations, policies, and directives for the administration of the Title IV-D program (45 CFR §302.15). This includes, but is not limited to, the following:

a) Applications for child support services.

b) Records created to locate and identify NCPs, to establish paternity, and to obtain, modify, and enforce support orders, including medical support, and the costs incurred in such actions. This includes any relevant facts and actions taken by the LCSA and the results of such action.

c) Records pertaining to the amount and sources of support collection and the distribution of these collections.

d) All records pertaining to complaint resolution and state hearings (22 CCR §120107).

3) Case Records Retention

a) Maintain all Title IV-D closed case records for a period of four years and four months from the date of case closure per 22 CCR §111450, and purge from all systems unless the case is subject to an open federal or state audit, civil litigation, or a court order that extends the retention period.

b) Extend the retention period and maintain case records for any open federal or state audit, civil litigation, or a court order until the audit is complete, the court case is closed, or a court ordered extension of the retention period expires.

c) The LCSA may send documents to central imaging or use local scanning capabilities. All documents scanned into CSE must be verified as readable.

d) Once the documents have been verified, those documents must be destroyed via the LCSAs' confidential destruct process.

4) *Case Complaint Resolution*

a) Ombudsperson

i) Have in place an Ombudsperson who is responsible for the implementation of a program which provides assistance to CPs and NCPs, employers, and the public on inquiries regarding the child support program, local complaint resolution process, and the state hearing process. The Ombudsperson shall be the liaison with the Department for all issues relating to the Ombudsperson program. The Ombudsperson shall review complaint activity, identify systemic issues, and make recommendations to the LCSA Director for improvement of services to customers.

ii) The Ombudsperson is the designated State Hearing Coordinator for the purpose of managing the hearing schedule, securing the hearing site, contracting, and acting as the contact person for the complainant and liaison with the State Hearing Office.

b) Complaint Resolution Program and State Hearing

Maintain a complaint resolution program and state hearing process as set forth in FC §17800, et seq., and as specified in Title 22 CCR §120100, et seq. The LCSA shall:

i) Maintain the complaint resolution process and seek to resolve all complaints within 30 days. Complaint investigators shall contact the customer and attempt to resolve complaints to the satisfaction of the

customer consistent with the statutes, regulations, policies, and directives governing the Title IV-D program. The LCSA Director or designee may extend the period for resolution of the complaint an additional 30 days in accordance with the regulations adopted pursuant to 22 CCR §120105(b).

ii) Accurately track and report any complaints in the Department's Complaint Resolution Tracking System (CRTS).

iii) Make complaint resolution activity log entries in the Child Support Enforcement (CSE) system.

iv) Image or send to central scan complaint resolution documents.

v) Work with the Department's Office of Legal Services staff to facilitate resolution of any complaints as needed.

vi) Continue to work with customers to resolve issues regardless of whether or not the customer requested a state hearing.

5) Litigation, Writs and Appeals

Any decision by an appellate court regarding child support can have broad application to state child support policy, all LCSAs, and the Department.

a) LCSA shall notify the Department as soon as possible upon receipt of notice of an appeal in a Title IV-D case using the Appellate Case Review process.

b) LCSAs who wish to pursue a writ or appeal of a court's decision on a Title IV-D case, shall submit a request to the Department using the Appellate Case Review process prior to taking any appellate action. Consistent with the authority established in FC §17304(b), a writ or appeal shall not be filed unless approved by the Department. However, this provision is not intended to prevent any action by a county counsel, or private counsel hired to act in

the same capacity as a county counsel, to defend the county from any action for damages, including sanctions.

c) The LCSA, when informed of such action being taken by the county counsel or private counsel, shall inform the Department by way of email (DCSSLegalServicesMailbox@dcss.ca.gov) when the action is related to a child support matter.

B. Paternity Opportunity Program

Administer and promote the statewide Paternity Opportunity Program in collaboration with DCSS to provide voluntary paternity establishment services as set forth in 45 CFR §302.31(a)(1), §302.70(a)(5), §303.5(g) and FC §§7570 – 7577.

1) Establish a "POP Coordinator" as a point of contact for DCSS.

2) Publicize the availability of the program and ensure written material is accessible to parents and current or potential witnessing agencies.

3) Provide LCSA staff training and ensure staff availability to provide witnessing services to parents free of charge by explaining their rights and responsibilities, respond to questions, and facilitate the submission of a Declaration of Paternity form to DCSS within 20 days of the date the last parent signed the Declaration.

4) Maintain a written agreement with local birthing hospitals and other entities providing prenatal services to ensure that completed Declaration of Paternity forms are submitted to DCSS within 20 days of the date the last parent signed the Declaration and pay a sum of $10 for each Declaration that is subsequently filed by DCSS.

5) Upload each written agreement with a birthing hospital into CATS.

6) Provide training and outreach to staff of all authorized agencies within the county, including birthing hospitals, to ensure staff are able to explain to parents their rights and responsibilities, respond to questions, and witness parents' signatures.

7) Attend periodic POP training provided by DCSS.

8) Monitor compliance, performance, and Declaration error rate and develop improvement strategies in collaboration with DCSS, as needed.

C. Training

1) Collaborate with DCSS to administer a statewide training program that delivers quality and efficient training based on the LCSA needs; submit annual training requests to DCSS as a way to communicate those needs.

2) When statewide standards have been developed, ensure that locally developed child support program related training material is in compliance with statewide standards, federal and state policies, regulations and laws.

D. Tribal Relations

Maximize opportunities to establish and maintain effective working relationships with tribal governments.

Pursuant to Title 42 USC Chapter 7 §654(7) and (33), and Title 45 CFR §302.34, the LCSA may enter into cooperative agreements with other entities, including Indian tribes or tribal organizations provided they are included in the Title IV-D state plan. LCSAs pursuing working relationships with tribal governments could include, but are not limited to, developing:

1) Cooperative agreements with individual Tribal TANF programs to establish procedures for referring Tribal TANF recipients to the LCSA to secure Title IV-D services and to memorialize the expectations of both the Tribal TANF program

and the LCSA. This agreement must be submitted to the Department prior to enactment for approval.

2) Cooperative agreements with federally recognized tribes, pursuant to the Full Faith and Credit for Child Support Orders Act (FFCCSOA) which specifically applies to Indian Country (as defined by Title 18 USC §1151), as well as States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, and U.S. territories and possessions, to recognize and enforce the other's valid child support orders, i.e., orders entered with appropriate subject matter and personal jurisdiction. The FFCCSOA requires the appropriate parties of such jurisdiction to:

   a) Enforce, according to its terms, a child support order consistent with FFCCSOA by a court or agency of another State.

   b) Modify such an order only in accordance with FFCCSOA.

3) In addition, the LCSA shall take the following actions:

   a) Appoint a tribal liaison to provide local expertise on tribal matters and serve as a single point of contact for tribes, tribal organizations, and Tribal IV-D programs; and participate in all activities convened by the Department's tribal liaison related to tribal issues.

   b) Initiate and appear at court proceedings under California Rule of Court, Rule 5.372 at the request of the Department.

   c) Provide notice to the Tribal IV-D program operating under Title 45 CFR §309.65(a) in California.

   d) File a motion with the court that shows the manner in which the intent to request case transfer was made in accordance with FC §17212 and which states whether any party provided with notice objected, the identity of the party objecting, and the reason indicated for the objection.

e) Conduct itself in accordance with FC §17406 which includes providing the court with authorities to secure information concerning tribal laws and the legal effect of tribal judgments or orders under FC §5700.317.

f) Provide assistance, upon request, with case account and unreimbursed assistance pool audits as needed.

g) Enforce, according to its terms, a child support order consistent with FFCCSOA by a court or agency of another State.

h) Modify such a child support order only in accordance with FFCCSOA.

i) Provide the full range of services available under the Title IV-D plan in responding to intergovernmental cases under Title 45 CFR §302.36, to any comprehensive Tribal IV-D programs operating under Title 45 CFR §309.65(a).

E. Audits

1) Data Reliability

a) Maintain complete and reliable data in accordance with the standards set forth by the federal incentive funding system outlined in the federal Child Support Performance and Incentive Act of 1998.

b) Take all steps necessary to ensure the accuracy of all data, including data entered into CSE; follow policy and system documentation to ensure data is entered correctly, and maintain compliance with federal and state data reliability standards. The implementation of required corrective actions is included in these steps.

c) To ensure the maintenance of complete and reliable data is in accordance with the standards set forth by the federal incentive funding system, conduct

quarterly data reliability reviews and participate in other data reliability efforts consistent with Department directives.

d) Participate in all annual federal data reliability audit activities as needed, including, but not limited to, the following:

i) Validation of data in cases that are part of the sample selected by the federal auditors;

ii) Submission of any related questions to the Department;

iii) Attending conference calls to discuss questions;

iv) Assemble and provide any hardcopy case documentation required, and image such documents to ensure availability of documents in CSE;

v) Working with the Department to address and resolve issues with problem cases; and

vi) Working with the Department to address and resolve any case variances as identified by the federal auditors.

2) *Administrative Expense Claim Schedule and Certification CS 356 Claim Audits*

a) Monitor the fiscal administration and program performance to ensure compliance with all related laws, regulations and policy in administering the child support program, including the adequate safeguard of program assets.

b) Implement an effective system of internal controls.

c) Ensure proper reporting of claimed costs on the Administrative Expense Claim Schedule and Certification (CS356).

d) Gather and provide the auditor access to all records and documents to support fiscal and administrative compliance.

e) Coordinate and provide staff for interviews, conference calls, entrance conferences, and exit conferences.

f) Provide a written response to reported audit findings (if any).

g) Develop a plan of action and provide documentation that demonstrates corrective action of findings was taken within 6 months following the issuance of the final report (as needed).

3) Other Audits

Allow federal and state auditors to conduct required audits to assess completeness, accuracy, reliability, and security of data used in calculating the performance indicators. This includes, but is not limited to, the following:

a) Department of Finance, Bureau of State Audits, California Department of Child Support Services and contract auditors as prescribed by the Department access to all requested information in order to conduct audits/review including, but not limited to, data reliability audits, administrative and expenditure claims audits, and Internal Revenue Service Safeguard reviews.

b) Provide necessary case records to independent auditors. Grantees and sub grantees are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 2 CFR Part 200, Subpart F – Audit Requirement Sections 200.500 – 200.521. In addition, each subgrantee shall permit independent auditors to have access to the records and financial statements.

F. Compliance and Monitoring

Participate with and respond to inquiries by the Department in conducting the Annual Self-Assessment and Quality Assurance Reviews of the child support program to monitor and measure compliance with, and ensure the implementation of actions

necessary to meet federal requirements pursuant to 45 CFR, §§ 303 and 308, and state requirements per FC Division 17, Chapters 1 and 2, and Title 22 California Code of Regulations Division 13.

1) Establish a Compliance Coordinator to serve as a point of contact for DCSS.

2) Research and respond to preliminary findings of non-compliance to either concur or refute findings.

3) In the event of non-compliance findings, develop and submit a corrective action plan to DCSS for approval.

G. Outreach

1) Per 45 CFR §302.30 and FC §17210, conduct outreach programs to inform the public of the availability of Title IV-D services to the general public.

2) Collaborate with the Department to make Title IV-D outreach materials available to the public.

3) Coordinate with the Department's Public Information Office regarding any media contact.

H. Program Performance

1) Performance Management Plan

Implement a performance management plan, under the direction of the Department.

a) Align tactics with the Department's Strategic Plan and annual goals.

b) Focus on enhancing the delivery of program services and improved performance.

c) Provide quarterly updates to the Department on the progress of the plan.

2) Corrective Action

Develop and implement a corrective action plan, as required by the Department and/or the federal government, for any area of noncompliance identified by a federal or state audit, or state program or local review or assessment, or resulting from any conditions of program deficiencies as may be required by the Department pursuant to FC §17602.

I. Fiscal Administration

In accordance with federal and state laws, regulations, policies, and directives, the LCSA shall carry out the fiscal activities described herein. The LCSA will submit complete and accurate financial and statistical information and data within the quarterly or annual timeframes required by federal and state laws and regulations, policies, and directives.

1) Accounting and Recordkeeping

a) Implement and maintain accounting standards and systems consistent with uniform accounting procedures prescribed by federal and state requirements. These standards conform to generally accepted accounting principles (GAAP) established by the American Institute of Certified Public Accountants.

b) Maintain sufficient accounting and fiscal recordkeeping systems to ensure claims for available funds are submitted in accordance with applicable federal and state requirements. 2 CFR Part 200 provides principles for determining allowable costs.

c) Maintain all financial records, supporting documents, statistical documents, and other records pertinent to an administrative expense claim for a period of four years and four months commencing on the last day of the quarter in which the costs were claimed, unless the claim is subject to an open federal, state, or local audit, civil litigation or a court order that extends the retention

period. If a claim is subject to an open federal, state, or local audit, civil litigation or court order requiring extended retention, the LCSA shall maintain the records supporting the claim until the audit is complete, the court case is closed, or a court-ordered extension of the retention period expires.

d) Implement policies and procedures to ensure monthly tracking and monitoring of expenditures compared to budgeted/allocated amounts.

e) As required by Title 2 CFR Part 200, Appendix VII, D. 1. a, retain a copy of the State Controller's Office (SCO) approved countywide cost allocation plan which identifies and describes the methods and procedures established for properly charging costs of administration, services, and training activities; estimated costs; the bases used for allocating various pools of costs to programs and activities; and other such information necessary to document the county's cost allocation methods and procedures. The countywide cost allocation plan and claims for federal funds shall conform to Department regulations, procedures, and directives.

f) Maintain cash basis claiming. Cash-claiming requirements for reporting costs are as follows:

   i) A continuous cash flow basis for reporting costs on the Administrative Expense Claim (AEC CS 356).

   ii) Compliance with GAAP and the SCOs accounting standards and procedures for California counties.

2) Separation of Cash Handling and Accounting

Per 45 CFR §302.20, adopt and enforce procedures of administration designed to ensure persons responsible for handling cash receipts of support do not participate in accounting or operating functions which would enable concealment of the misuse of support receipts within the accounting records. Such procedures shall follow

generally recognized accounting standards, state and county fiscal manuals, generally accepted government auditing standards and generally accepted accounting principles.

3) Payment Application Data Security Controls

When accepting electronic payments, LCSA must comply with the Payment Card Industry (PCI) compliance standards. Electronic payments are defined as any Visa or MasterCard credit or debit cards or a payment made with a bank routing number and account number. PCI compliance standards are operational and technical requirements set by the PCI Security Standards Council to protect account holder data. Refer to policy related to this payment activity and information in the Security Manual.

4) Budgeting and Annual Allocation Process

a) Have mechanisms in place to effectively plan for and develop an annual budget; execute the annual budget in accordance with program priorities, appropriate and allowable costs, and reporting requirements; track, monitor, and adjust, as necessary, expenditures throughout the year to operate with amounts allocated by the Department.

b) Per FC §17306(b)(9), submit an annual budget, via the CS921 Budget Display and the EDP M&O Budget Request, for the upcoming state fiscal year and provide a copy of the LCSA proposed operating and final budget including the prior year's actual expenditures.

c) Refine the proposed budget plan as necessary to operate within the amounts included with the Department's final allocation letter.

d) Ensure an implementation plan is included in the final annual budget for any special funding received to accomplish specific tasks.

e) Identify and submit to the Department, new funding needs for the upcoming budget year through the CS921 Budget Display process and/or immediately upon identification of additional needs by written submission to the Department's budget office.

f) Upon request from the Department, submit expenditure projections necessary to assess spending trends and patterns statewide.

g) Upon request and within 30 days, submit fiscal information necessary to accurately develop the child support program's annual budget.

h) Ensure data is accurate and enter data in the CS356 Administrative Expense Claim system by the 15th of January, April, July, and October, or, the next business day should the 15th fall on a weekend or holiday, unless otherwise directed by the Department.

i) Comply with federal and state requirements including requirements to obtain federal prior written approval for expenditures from the Department for an electronic data processing contract, purchase order, or lease agreement associated with program costs in excess of $1,000,000.

j) Obtain prior written approval from the Department for equipment and capital expenditures as defined in Title 2 CFR, Part 200.439, and the LCSA Fiscal Administrative Manual for non-IT purchases in excess of $5000 and all applicable IT purchases as specified in the LCSA IT Request Form.

5) *Data Reporting*

a) Ensure data input is accurate to reflect actions in the case and to ensure statewide consistency.

b) Provide, when requested, the number of full-time equivalent staff (FTE's) including part-time and contracted staff each month.

c) Collect and provide local court operations data as requested by the Department to support program improvements.

6) Bonding

Pursuant to 45 CFR §302.19 the LCSA shall secure bonding of employees.

a) Provide a surety bond against losses resulting from employee dishonesty for every employee who receives, disburses, handles, or otherwise has access to any child support funds or support collections under the child support enforcement program required by Title IV-D of the Social Security Act.

b) Establish surety bonds in amounts sufficient to protect the county against loss resulting or following from employee dishonesty.

c) Ensure compliance with these bonding requirements by any other public or private agency in which a plan of cooperation or purchase of service agreement is established involving any cash handling and/or accounting function.

d) Bonding requirements may be satisfied by a county's approved self-bonding or self-insurance program adequate to cover any loss of child support funds following employee dishonesty.

e) In no case shall a self-bonding or self-insurance program reduce or limit the liability of the county or the LCSA for losses of child support collections.

f) Any self-bonding or self-insurance program shall require an appropriate county official to certify as follows: "This County is self-bonded or self-insured for an amount adequate to cover any loss of child support funds following employee dishonesty."

i) Government Code (GC) §6599.01 provides direction on self-insurance.

ii) The County will be required to undergo periodic independent confirmation of its ability to meet this certification.

7) Contracting

Submit all agreements electronically via the Cooperative Agreement Tracking System (CATS) per LCSA Letter 14-14.

a) Cooperative Agreements

i) Retain ultimate responsibility and accountability for such services under written cooperative agreements or contracts approved by the LCSA Director and the Department.

ii) Ensure all delegated or contracted Title IV-D functions or activities, including, but not limited to, timeframes for case-processing are in compliance with the requirements and provisions of Title IV-D and are performed as prescribed by federal and state laws, regulations, department security policies and directives, and this POC.

iii) All agreements shall be in writing specifying an effective date, expiration date of the agreement, and the timeframe and method by which the agreement must be renewed or amended.

b) Superior Court Plan of Cooperation – (Court POC)

i) Enter into an annual Plan of Cooperation with the Superior Court.

ii) The Court POC must be completed on the template prepared and approved by Judicial Council of California and the Department.

iii) Terms of the Court POC can only be amended with the written approval of the Director of the Department of Child Support Services and the administrator of courts.

iv) The Court POC shall be electronically submitted via CATS.

c) Shared Service Agreements

Shared services agreements with other LCSAs are encouraged to promote program improvement and local and statewide cost-effectiveness. LCSAs shall:

i) Obtain prior written approval from the Department before entering into the cooperative agreements to fulfill certain tasks related to Title IV-D services.

ii) Submit all agreements electronically via CATS.

iii) Support a statewide workgroup to identify and promote program improvement and efficiencies through shared service opportunities.

d) Non-Title IV-D Activities

Pursuant to 45 CFR §303.20 and FC §17304, the local child support agency shall be separate and independent from any other county department. The LCSA must ensure that performing a Non-Title IV-D activity will not result in degradation of performance and are expected to continue efforts to improve.

Submit a plan to the Department via CATS for review and approval prior to performing any Non-Title IV-D activity. Non-Title IV-D activities include but are not limited to overseeing another department or program, local revenue and recovery/reimbursement activities, and enrollment activities for a health insurance market place. The plan shall be submitted on the Request to Perform Title Non IV-D Activities form DCSS 0704 and include the following:

i) Contain a clear description of the specific duties, functions and responsibilities of each party.

ii) Specify the financial arrangements including budget estimates, covered expenditures, and a cost allocation plan.

iii) Specify the kind of records that will be maintained (including but not limited to Personnel Activity Reports, and/or systems for allocating salaries and wages and any revenue received. (Refer to Title 2 CFR, Subset A, Chapter II, Part 200, Subpart E - Cost Principles)

iv) Specify the dates on which the arrangement begins and ends, any conditions for revision or renewal, and the circumstances under which the arrangement may be terminated.

e) IT Contracts

Comply with the contract language for the acquisition of goods or services related to information technology: computer hardware, software licenses, software development, and maintenance of hardware and software in accordance with Department, state and federal laws, regulations, and policies.

i) Obtain approval from the Department through the LCSA IT Request Form prior to the execution of any IT contract or service agreements per 45 CFR §95.611(a)(1)(b) for acquisitions costing $5,000,000 or more and 45 CFR §95.611(3) for acquisitions costing $1,000,000 or more.

ii) Ensure any contracts for IT services comply with the Office of Child Support Enforcement Master Contracts for State IT Products and Services per 45 CFR part 95, Subpart F, and the IRS publication 1075 rules and regulations to protect child support information.

iii) All contract amendments must be submitted to the Department for prior federal and state approval per 45 CFR §95.611(a)(6) and (b)(1)(iv) and the LCSA Fiscal Administrative Manual.

J. Information Security and Privacy Protection

Establish, implement, and enforce information security protocols consistent with the Department Information Security Manual (ISM), IRS Publication 1075 and other relevant

information security authority such as state and federal law or recognized national standards.

1) Implement policies and procedures consistent with the ISM to ensure child support customer information is secure and protected from intentional and unintentional misuse or exposure. Controls include but are not limited to:

   a) Limit access, use or disclosure of confidential child support information to purposes described in Internal Revenue Service Code 6103(p)(4), 6103 (l)(6), 6103 (l)(8), 6103 (l)(10), Title 42 USC §653a (f), (g) and (h); Title 45 CFR §302.35, §307.10, §307.11, §307.13, and FC §17212, and State Administrative Manual Section 5300. Maintain and disseminate Information Security policies and standards consistent with 5 U.S.C 552a, 42 U.S.C. 654(26), 45 CFR §95.621, 45 CFR §302.85, 45 CFR §303.21, 45 CFR §305.60, IRS Publication 1075, NIST 800-53 rev. 4, CA Civil Code §1798.29, CA State Administrative Manual §5300, and Payment Card Industry (PCI) Data Security Standard version 3.0.

   b) Include the Department's Information Confidentiality and Protection Clause in any agreement or contract-defining access, user disclosure, and disposal of confidential child support information by third party organizations.

   c) Ensure personally identifying information is not subject to public disclosure.

   d) Comply with the confidentiality provisions of FC §17212 (Ensuring the Confidentiality of Support Enforcement Records), and Title 22 CCR, §§111430-111440.

   e) Comply with provisions of IRS Publication 1075 to restrict disclosure of federal tax information.

2) Ensure access to information from the following sources, including, but not limited to the Internal Revenue Service, Office of Child Support Enforcement, Social Security Administration, Department of Motor

Vehicles, Medi-Cal Eligibility Data System (MEDS), Title IV-A and Employment Development Department, is consistent with the terms and conditions of agreements entered into between the Department and those information providers, including the terms and conditions of the Medi-Cal Privacy and Security Agreement with the California Department of Health Care Services attached hereto as Attachment A.

LCSA must also ensure access is consistent with the terms and conditions of the following agreements, including but not limited to, the Information Exchange Agreement (IEA) between SSA and DCSS, IEA Attachment 2 - Computer Matching and Privacy Protection Act Agreement between SSA and CHHS, and IEA Attachment 4 - "Electronic Information Exchange Security Requirements for State and Local Agencies Exchanging Electronic Information with SSA" (Technical Systems Security Requirements (TSSR)). The LCSA Information Security Officer will receive these sensitive documents separately.

3) Maintain Business Continuity Management Plans (BCMPs) to ensure appropriate level of service continuity. BCMPs shall be updated annually and submitted to the Department.

4) Annually submit the Safeguard Security Reports (SSR) to the Department by January 15th. The SSR should indicate any material changes in control activities from the previous year's submission.

5) All LCSA staff is required to complete the Department Information Security Awareness Training (ISAT) module via Child Support University (CSU) annually.

   a) The LCSA will ensure all contractors/vendors satisfy the minimum requirement of completing the Department ISAT module in a PDF format provided by the Department's ISO.

b) The LCSA is responsible for keeping an annual record of the contractor/vendors confidentiality statement, or upon new hire.

6) Comply with information security incident management in accordance with the requirements listed in the Incident Response Policy and cooperate with the Department to effectively respond and mitigate all incidents.

7) Ensure any potential security event or suspicious activity is immediately reported to the Department's Information Security Officer in accordance with the Department's ISM.

8) Notify the Department Information Security Office before downloading, extracting, or storing any child support data from Department systems, and before developing any applications, tools, or macros that would use child support data, or interface with Department systems.

9) Immediately report any suspected or known security or privacy related issues to the Department's ISM.

K. Information Technology

1) IT Policies and Procedures

Comply with Information Technology (IT) policies and procedures in compliance with the Code of Federal Regulations (CFR), Title 45, the Statewide Administrative Manual (SAM), §§4800-5900, IRS Publication 1075, the State Information Management Manual (SIMM), and the LCSA Fiscal Administrative Manual.

Submit complete and accurate information to the Department for IT services as required by Departmental, state and federal laws, regulations, and policies as stated herein.

2) IT Procurements

a) Comply with the Department IT Procurement processes which are regulated per state policies and procedures.

b) Obtain prior Departmental approval for IT Procurements.

c) Submit the LCSA IT Request Form for the purchase at least 30 days prior for Department processing.

3) IT Asset Management

Comply with Departmental, state and federal laws, regulations, policies, and LCSA Fiscal Administrative Manual to ensure effective tracking and management of state-owned IT assets for the child support program.

a) Comply with software licensing in accordance with SAM §4989.

b) Submit a request to move state-owned IT assets. The request shall be submitted to the Department a minimum of 60 days prior to the anticipated date of physical relocation of the state-owned IT assets. A move is defined as a relocation of an asset to a different physical building address in the same county and the exchange of state-owned IT assets with other LCSAs.

c) Submit a list of state-owned IT assets to be surveyed for disposal. The list shall be submitted to the Department within a minimum of 30 days for approval/denial and handling instructions.

d) Comply with the OCSE Security Agreement in that State-owned equipment has the appropriate software with the latest updates to protect against attacks, including, at a minimum, current antivirus software and up-to-date system patches and other software patches.

4) *Systems Development*

a) Obtain approval from the Department through the LCSA IT Request Form prior to the development of software, automation processes, and other technology related systems to support the Child Support Program.

b) Comply with Departmental, state and federal laws, regulations, policies and instructions for all system development activities per SAM §4800 and IRS 1075 Publication.

c) Comply with the OCSE Security Agreement in the development of systems to ensure automatic execution of code is disabled and the solution enforces security policies by blocking, isolating, or quarantining non-compliant devices from accessing the state network and resources.

L. Federal Grants

Section 1115(a) of the Social Security Act provides the Office of Child Support Enforcement (OCSE) with authority to fund demonstration grants. Only State Title IV-D agencies, or the state umbrella agency of which they are a part of, can receive 1115 Demonstration Grants.

1) LCSA may submit a conceptual proposal to the Department.

2) If the state is awarded a grant by OCSE, the LCSA, as the demonstration site, will ensure milestones and projects are on track through completion of the grant.

3) Communicate with the Department on all grant activities.

4) Prepare all quarterly and end-of-project performance and financial grant reports and,

5) Submit all grant reports to the Department for review, approval, and submission to OCSE.

M. Civil Rights

Adhere to, administer and operate the Title IV-D program in accordance with the provisions of the Title VI and Title VII of the Civil Rights Act of 1964, as amended; the California Fair Employment and Housing Act; the Americans with Disabilities Act of 1990 and 2008 Amendment; the Rehabilitation Act of 1973, §504 and §508; the California Department of General Services, Office of the State Architect, Title 24 CCR and Title 28 CFR Part 35, and appendix A of Title 28 CFR Part 36; the Dymally-Alatorre Bilingual Services Act and all other applicable federal and state laws, regulations, policies and directives prohibiting discrimination on the basis of age, sex, race, color, religion, ancestry, national origin, disability, medical condition, denial of family and medical care leave, genetic information, marital status, military and veteran status, or sexual orientation.

N. Non-Compliance

1) Comply with the terms and conditions of this POC. Should non-compliance become an issue for any of the following reasons the Department may withhold funds:

    a) Failure to submit required reports or requested data.

    b) Major breach of federal or state program requirements or the requirements of this POC.

    c) Failure to meet minimum federal standards on a federal performance measure, including federal data reliability requirements.

2) Upon written notification of non-compliance, submit a corrective action plan to the Department within a specified period of time. Failure to provide and fully implement an acceptable corrective action plan within the required time period will be grounds for the Department to begin withholding any funds due the LCSA

during the monthly payment process until the LCSA is in compliance, has an approved corrective action plan, and is in compliance with that plan.

3) If the LCSA chooses to request reconsideration from the Director of the Department or his/her designee, submit a justification for not meeting a requirement in this agreement. This assumes new or additional information, not previously available to either the LCSA or to the Department, has come to light and could substantially alter the position of the state and, subsequently, the outcome for the LCSA. The justification must be submitted within 30 working days from the date the Departments' notification letter to the LCSA is postmarked.

SECTION VI: ADDITIONAL PROVISIONS

A. Certification of Contractor(s)

Certify, by signing this POC, that neither it nor its principals are presently debarred, suspended, ineligible, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the transaction by any federal department or agency pursuant to Executive Order 12549, and 2 CFR Part 382, whenever applicable. And that a contractor providing Title IV-D services must certify by signing an agreement that neither it nor its principals are presently debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the transaction by any federal department or agency. Where the prospective contractor, as the recipient of federal funds, is unable to certify to any of the statements in the certification, such contractor must attach an explanation to their proposal. If the LCSA is unable to certify any of these statements, it must attach an explanation to that effect to the POC at the time of signing.

B. Certification of Lobbying

1) Certify by signing this POC, that no federal appropriated funds will be paid by, or on behalf of, the LCSA, to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress; an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) Include language of this certification in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3) Allow for inspection, review, and/or audit by authorized federal, state, regional, and county officials all Title IV-D records maintained pursuant to this POC.

C. State and Federal Law Conflicts

To the extent that any provision of this POC or portion thereof is in conflict with any federal laws and/or state laws, and/or implementing federal regulations and/or state regulations, the laws and/or implementing regulations supersede such provision or portion thereof.

D. Severability

If any provision of this POC or any portion is adjudged to be invalid by a court of competent jurisdiction, or if any provision of this POC or a portion loses its force or effect as a result of legislative action, that judgment or action does not affect the remainder of the provisions of this POC.

SECTION VII: TERM AND APPROVAL

Effective Date: October 1, 2016 **Expiration Date**: September 30, 2017

This POC shall be one year in duration, commencing at the start of the federal fiscal year, and shall be subject to renewal or amendment as necessary to reflect new or revised state and federal laws, regulations, and requirements.

This POC shall be signed by the Director of the LCSA and returned to the Department by the commencement of the new effective federal fiscal year. Failure to sign and return this POC may result in the withholding of part or all of the federal and state funds including incentive funds, or other compliance actions authorized by federal or state law, regulation, or policy.

This POC may be amended by a written agreement of both parties if required by changes in policies or directives that may occur during the term of this POC. The Department will communicate with the LCSA regarding any and all obligations under this POC and will, as needed, meet with the LCSA on issues or concerns about program responsibility, operations, or performance.

Failure of the parties to amend or renew the POC to reflect new or revised federal and state laws, regulations, policies, and directives does not relieve the LCSA of the responsibility to act in accordance with those laws, regulations, and requirements.

Dated: _____ Dated: _____

_____ _____

Jamie Murray, Director
San Benito
Department of Child Support Services

Alisha A. Griffin, Director
California Department of Child Support Services

MEDI-CAL PRIVACY AND SECURITY AGREEMENT BETWEEN the California Department of Health Care Services and the California Department of Child Support Services

PREAMBLE

The California Department of Health Care Services (DHCS) and the California Department of Child Support Services (DCSS) enter into this Medi-Cal Privacy and Security Agreement (Agreement) in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

California Family Code §17202 designates DCSS as the single organizational unit responsible for administering the child support enforcement program under Title IV-D of the Social Security Act. Child support enforcement program functions can be performed by other agencies as required by law, by delegation of DCSS, or by cooperative agreements. Pursuant to 45 Code of Federal Regulations (CFR) 303.21 the federal confidentiality requirements applicable to DCSS are also applicable to any other local agency or official to whom the IV-D agency delegates its functions. DCSS ensures compliance by the local child support agencies (LCSAs) with all data security requirements applicable to information received for the administration of the child support enforcement program through an individual cooperative agreement (Plan of Cooperation) entered into between DCSS and the LCSAs.
This Agreement is entered into to provide the LCSAs access to information within the Medi-Cal Eligibility Data Systems (MEDS) to be used solely for the purpose of obtaining information for the administration of the child support enforcement program.

DEFINITIONS

For the purpose of this Agreement, the following terms mean:

1. "Assist in the administration of the child support enforcement program" means performing administrative functions on behalf of the child support enforcement program, such as obtaining information on custodial and non-custodial parents as stated in the California Family Code §17505, and collecting Medi-Cal PII for such purposes, to the extent such activities are authorized by law.

2. "Breach" refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to Medi-Cal PII, whether electronic, paper, verbal, or recorded.

3. "County Worker" means those county employees, contractors, subcontractors, vendors and agents performing any functions for the LCSA that require access to and/or use of Medi-Cal PII and that are authorized by the LCSA to access and use Medi-Cal PII.

4. "Medi-Cal PII" is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files; such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic, paper, verbal, or recorded.

5. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Medi-Cal PII, or interference with system operations in an information system which processes Medi-Cal PII that is under the control of the LCSA, or a contractor, subcontractor or vendor of the LCSA.

6. "Secure Areas" means any area where:
   a. County Workers assist in the administration of Medi-Cal;
   b. County Workers use or disclose Medi-Cal PII; or
   c. Medi-Cal PII is stored in paper or electronic format.

AGREEMENTS

NOW THEREFORE, DHCS and DCSS mutually agree as follows:
DCSS shall ensure compliance with the following terms and conditions by the LCSAs through the Plan of Cooperation it enters into with each LCSA.

I. PRIVACY AND CONFIDENTIALITY

A. The LCSA workers covered by this Agreement (County Workers) may use or disclose Medi-Cal PII only as permitted in this Agreement and only to assist in the administration of the child support enforcement program in accordance with Title IV-D of the Social Security Act, 45 CFR 301 et. seq. and California Family Code §17000 et. seq., or as required by law. Disclosures, which are required by law, such as a court order, or are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.

B. Pursuant to this Agreement, County Workers may only use Medi-Cal PII to perform administrative functions related to administration of the child support enforcement program.

C. Access to Medi-Cal PII shall be restricted to County Workers who need to perform their official duties to assist in the administration of the child support enforcement program.

D. County Workers who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. PERSONNEL CONTROLS

The LCSA shall advise County Workers who have access to Medi-Cal PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the LCSA shall implement the following personnel controls:

A. ***Employee Training.*** Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers, including, but not limited to:

1. Provide initial privacy and security awareness training to each new County Worker within 30 days of employment and;

2. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all County Workers. Three or more security reminders per year are recommended;

3. Maintain records indicating each County Worker's name and the date on which the privacy and security awareness training was completed;

4. Retain training records for a period of three years after completion of the training.

B. ***Employee Discipline.***

1. Provide documented sanction policies and procedures for County Workers who fail to comply with privacy policies and procedures or any provisions of these requirements.

2. Sanction policies and procedures shall include termination of employment when appropriate.

C. ***Confidentiality Statement.*** Ensure that all County Workers sign a confidentiality statement. The statement shall be signed by County Workers prior to accessing Medi-Cal PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of three years.

The statement shall include at a minimum:

1. General Use;

2. Security and Privacy Safeguards;

3. Unacceptable Use; and

4. Enforcement Policies.

D. ***Background Screening.***

1. Conduct a background screening of a County Worker before they may access Medi-Cal PII.

2. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls.

3. The LCSA shall retain each County Worker's background screening documentation for a period of three years following conclusion of employment relationship.

III. MANAGEMENT OVERSIGHT AND MONITORING

To ensure compliance with the privacy and security safeguards in this Agreement the LCSA shall perform the following:

A. Conduct periodic privacy and security review of work activity by County Workers, including random sampling of work product. Examples include,

but are not limited to, access to case files or other activities related to the handling of Medi-Cal PII.

B. The periodic privacy and security reviews must be performed or overseen by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of the child support enforcement program, and the use or disclosure of Medi-Cal PII.

IV. INFORMATION SECURITY AND PRIVACY STAFFING

The LCSA shall:

A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.

B. Assign county workers to be responsible for administration and monitoring of all security related controls stated in this Agreement.

V. PHYSICAL SECURITY

The LCSA shall ensure Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The LCSA shall safeguard Medi-Cal PII from loss, theft, or inadvertent disclosure and, therefore, shall:

A. Secure all areas of the LCSA facilities where County Workers assist in the administration of child support enforcement program and use, disclose, or store Medi-Cal PII.

B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
   1. Properly coded key cards
   2. Authorized door keys
   3. Official identification

C. Issue identification badges to County Workers.

D. Require County Workers to wear these badges where Medi-Cal PII is used, disclosed, or stored.

E. Ensure each physical location, where Medi-Cal PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.

F. Ensure there are security guards or a monitored alarm system at all times at the LCSA facilities and leased facilities where 500 or more individually identifiable records of Medi-Cal PII is used, disclosed, or stored. Video surveillance systems are recommended.

G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of Medi-Cal PII have perimeter security and physical access controls that limit access to only authorized County Workers. Visitors to the data center area must be escorted at all times by authorized County Workers.

H. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are LCSA and non-LCSA functions in one building in work areas that are not securely segregated from each other. It is recommended that all Medi-Cal PII be locked up when unattended at any time, not just within multi-use facilities.

I. The LCSA shall have policies that include, based on applicable risk factors, a description of the circumstances under which the County Workers can transport Medi-Cal PII, as well as the physical security requirements during transport. An LCSA that chooses to permit its County Workers to leave records unattended in vehicles must include provisions in its policies to provide the Medi-Cal PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit Medi-Cal PII be left unattended in a vehicle overnight or for other extended periods of time.

J. The LCSA shall have policies that indicate County Workers are not to leave records with Medi-Cal PII unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.

VI. TECHNICAL SECURITY CONTROLS

A. ***Workstation/Laptop Encryption.*** All workstations and laptops, which use, store and/or process Medi-Cal PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard

(AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.

B. ***Server Security.*** Servers containing unencrypted Medi-Cal PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

C. ***Minimum Necessary.*** Only the minimum necessary amount of Medi-Cal PII required to perform required business functions may be accessed, copied, downloaded, or exported.

D. ***Mobile Device and Removable Media.*** All electronic files, which contain Medi-Cal PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.

E. ***Antivirus Software.*** All workstations, laptops and other systems, which process and/or store Medi-Cal PII, must install and actively use an anti-virus software solution. Anti-virus software should have automatic updates for definitions scheduled at least daily.

F. ***Patch Management.***

1. All workstations, laptops and other systems, which process and/or store Medi-Cal PII, must have critical security patches applied, with system reboot if necessary.

2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.

3. At a maximum, all applicable patches deemed as critical must be installed within 30 days of vendor release. It is recommended that critical patches which are high risk be installed within seven days.

4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.

G. ***User IDs and Password Controls.***

1. All users must be issued a unique user name for accessing Medi-Cal PII.

2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee, at maximum within 24 hours.

3. Passwords are not to be shared.

4. Passwords must be at least eight characters.

5. Passwords must be a non-dictionary word.

6. Passwords must not be stored in readable format on the computer or server.

7. Passwords must be changed every 90 days or less. It is recommended that passwords be required to be changed every 60 days or less.

8. Passwords must be changed if revealed or compromised.

9. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

   a. Upper case letters (A-Z)
   b. Lower case letters (a-z)
   c. Arabic numerals (0-9)
   d. Special characters

H. ***User Access.*** In conjunction with DHCS, management should exercise control and oversight, of the function of authorizing individual user access to Social Security Administration (SSA) data, Medi-Cal Eligibility Data System (MEDS), and over the process of issuing and maintaining access control numbers, IDs, and passwords.

I. ***Data Destruction***. When no longer needed, all Medi-Cal PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Medi-Cal PII cannot be retrieved.

J. ***System Timeout***. The systems providing access to Medi-Cal PII must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

K. ***Warning Banners***. The systems providing access to Medi-Cal PII must display a warning banner stating, at a minimum:

1. Data is confidential;
2. Systems are logged;
3. System use is for business purposes only, by authorized users; and
4. Users shall log off the system immediately if they do not agree with these requirements.

L. ***System Logging***.

1. The systems which provide access to Medi-Cal PII must maintain an automated audit trail that can identify the user or system process which initiates a request for Medi-Cal PII, or alters Medi-Cal PII.
2. The audit trail shall:
    a. Be date and time stamped;
    b. Log both successful and failed accesses;
    c. Be read-access only; and
    d. Be restricted to authorized users.
3. If Medi-Cal PII is stored in a database, database logging functionality shall be enabled.
4. Audit trail data shall be archived for at least three years from the occurrence.

M. ***Access Controls***. The system providing access to Medi-Cal PII shall use role based access controls for all user authentications, enforcing the principle of least privilege.

N. ***Transmission Encryption.***

1. All data transmissions of Medi-Cal PII outside of a secure internal network must be encrypted using a FIPS 140-2 certified algorithm that is 128 bit or higher, such as AES or TLS. It is encouraged, when available and when feasible, that 256 bit encryption be used.

2. Encryption can be end to end at the network level, or the data files containing Medi-Cal PII can be encrypted.

3. This requirement pertains to any type of Medi-Cal PII in motion such as website access, file transfer, and email.

O. ***Intrusion Prevention.*** All systems involved in accessing, storing, transporting, and protecting Medi-Cal PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

VII. AUDIT CONTROLS

A. ***System Security Review.***

1. The LCSA must ensure audit control mechanisms are in place.

2. All systems processing and/or storing Medi-Cal PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.

3. Reviews should include vulnerability scanning tools.

B. ***Log Reviews.*** All systems processing and/or storing Medi-Cal PII must have a process or automated procedure in place to review system logs for unauthorized access.

C. ***Change Control.*** All systems processing and/or storing Medi-Cal PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

D. ***Anomalies.*** When the LCSA or DHCS suspects MEDS usage anomalies, the LCSA shall work with DCSS and DHCS to investigate the anomalies and

report conclusions of such investigations and remediation to DCSS and DHCS.

VIII. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

A. ***Emergency Mode Operation Plan.*** The LCSA must establish a documented plan to enable continuation of critical business processes and protection of the security of Medi-Cal PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours. It is recommended that counties conduct periodic disaster recovery testing, including connectivity exercises conducted with DHCS, if requested.

B. ***Data Centers.*** Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of Medi-Cal PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.

C. ***Data Backup Plan.***

1. The LCSA shall have established documented procedures to backup Medi-Cal PII to maintain retrievable exact copies of Medi-Cal PII.

2. The documented backup procedures shall contain a schedule which includes incremental and full backups.

3. The procedures shall include storing backups offsite.

4. The procedures shall ensure an inventory of backup media. It is recommended that the LCSA periodically test the data recovery process.

IX. PAPER DOCUMENT CONTROLS

A. ***Supervision of Data.*** Medi-Cal PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.

B. ***Data in Vehicles.*** The LCSA shall have policies that include, based on applicable risk factors, a description of the circumstances under which the

County Workers can transport Medi-Cal PII; as well as the physical security requirements during transport. A LCSA that chooses to permit its County Workers to leave records unattended in vehicles must include provisions in its policies to provide the Medi-Cal PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit Medi-Cal PII be left unattended in a vehicle overnight or for other extended periods of time.

C. ***Public Modes of Transportation.*** Medi-Cal PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.

D. ***Escorting Visitors.*** Visitors to areas where Medi-Cal PII is contained shall be escorted, and Medi-Cal PII shall be kept out of sight while visitors are in the area.

E. ***Confidential Destruction.*** Medi-Cal PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.

F. ***Removal of Data.*** Medi-Cal PII must not be removed from the premises of County Department except for justifiable business purposes.

G. ***Faxing.***

1. Faxes containing Medi-Cal PII shall not be left unattended and fax machines shall be in secure areas.
2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. ***Mailing.***

1. Mailings containing Medi-Cal PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
2. Mailings that include 500 or more individually identifiable records containing Medi-Cal PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt.

X. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this Agreement, the DCSS and LCSA shall implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

A. ***Initial Notice to DHCS:***

Immediately upon discovery of a suspected security incident that involves data provided to DHCS by the SSA, the LCSA shall notify DCSS and DHCS by email or telephone. If DCSS receives notification of a breach or security incident from the LCSA involving data provided to DHCS by the SSA, DCSS shall also immediately notify DHCS by e-mail or telephone.

Within one working day of discovery, the LCSA shall notify DCSS and DHCS by email or telephone of unsecured PHI or PI, if that PHI or PI was, or is, reasonably believed to have been accessed or acquired by an unauthorized person, any suspected security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII in violation of this Agreement, or potential loss of confidential data affecting this Agreement. If DCSS receives such notice from the LCSA, DCSS shall immediately and no later than within one working day of its receipt of the LCSA's notice notify DHCS of the security incident. Notice shall be made using the "DHCS Privacy Incident Report" (PIR) form, including all information known at the time. The LCSA and/or DCSS shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, select "Privacy & HIPAA" and then "County Use") or use this link:
http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx.
Initial, Investigation, and Completed PIRs are submitted to the DHCS Privacy Office and the DHCS Information Security Office.

A breach shall be treated as discovered by the LCSA as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the LCSA. Notice shall be provided to the DHCS Privacy Office and the DHCS Information Security Office as well as the DCSS Information Security Office.

Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII, the LCSA and DCSS shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

B. ***Investigation and Investigative Report.*** The LCSA shall immediately investigate breaches and security incidents involving Medi-Cal PII, and, if the initial PIR did not include all of the information marked with an asterisk, or if new or updated information is available, submit an updated PIR **within 72 hours of the discovery.** The updated PIR shall include all of the information marked with an asterisk, and all other applicable information listed on the form, to the extent known at that time.

C. ***Complete Report.*** If all of the required information was not included in either the initial report, or the investigation report, then a separate complete report must be submitted **within ten working days of the discovery.** The Complete Report of the investigation shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the PIR, the LCSA shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the Completed Report is submitted, by submitting the revised or additional information on an updated PIR. DHCS will review and approve or disapprove the determination of whether a breach occurred, and if individual notifications and corrective action plans are required.

D. ***Notification of Individuals.*** When applicable state or federal law requires DHCS to notify individuals of a breach or unauthorized disclosure of their Medi-Cal PII, the following provisions apply: If the cause of the breach is attributable to the LCSA or its subcontractors, agents or vendors, the LCSA shall pay any costs of such notifications, as well as any and all costs associated with the breach. The notifications shall comply with the requirements set forth in California Civil Code Section 1798.29, and 42 U.S.C. section 17932, and its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Privacy Office shall approve the time, manner and content of any such notifications and their review and approval must be obtained before

notifications are made. DHCS may elect to assign responsibility for such notification to the LCSA. In the event DHCS assigns notification responsibility to the LCSA, DHCS shall provide the LCSA with the appropriate direction and procedures to ensure notice is provided pursuant to applicable law. If the cause of the breach is attributable to DHCS, DHCS shall pay any costs associated with such notifications. If there is any question as to whether DHCS or the LCSA is responsible for the breach, DHCS and the LCSA shall jointly determine responsibility for purposes of allocating the costs of such notices.

E. ***Responsibility for Reporting of Breaches when Required by State or Federal Law.*** If the cause of a breach of Medi-Cal PII is attributable to the LCSA or its agents, subcontractors or vendors, the LCSA is responsible for reporting the breach and all costs associated with the breach. If the cause of the breach is attributable to DHCS, DHCS is responsible for reporting the breach and for all costs associated with the breach. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, DHCS and the LCSA shall coordinate to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.

F. ***DHCS and DCSS Contact Information.*** To direct communications to the above referenced DCSS and DHCS staff, the LCSA shall initiate contact as indicated herein. DCSS and DHCS reserve the right to make changes to the contact information below by giving written notice to the LCSA. Said changes shall not require an amendment to this Agreement to which it is incorporated.

DHCS Privacy Office	DHCS Information Security Office	DCSS Information Security Office
DHCS Privacy Office c/o: Office of HIPAA Compliance MS 4722 P.O. Box 997413 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646 or (866) 866-0602	DHCS Information Security Office MS 6400 P.O. Box 997413 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: EITS Service Desk (916) 440-7000 or (800) 579-0874	DCSS Information Security Office P.O. Box 419064 Rancho Cordova, CA 95741-9064 Email: info.security@dcss.ca.gov Telephone: (916) 464-5045

XI. COMPLIANCE WITH SSA AGREEMENT

The LCSA shall comply with substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between SSA and DCSS, known as the Information Exchange Agreement (IEA), which are appended and hereby incorporated in to this Agreement (Exhibit A). The specific sections of the IEA with substantive privacy and security requirements, which are to be complied with by the LCSA are in the following sections: E, Security Procedures; F, Contractor/Agent Responsibilities; G, Safeguarding and Reporting Responsibilities for PII, and in Attachment 4, Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA. If there is any conflict between a privacy and security standard in these sections of the IEA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If SSA changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to DCSS as well as the DHCS proposed target date for compliance. For a period of 30 days, DHCS will accept input from DCSS on the proposed target date and make

adjustments, if appropriate. After the 30 day period, DHCS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, DHCS will supply copies of the changed agreement to the DCSS and the LCSAs, along with the compliance date expected by SSA. If an LCSA is not able to meet the SSA compliance date, it must submit Corrective Action Plan (CAP) to DHCS for review and approval at least 30 days prior to the SSA compliance date.

XIII. LCSA'S AGENTS AND SUBCONTRACTORS

The LCSA shall enter into written agreements with any agents, including subcontractors and vendors, to whom LCSA provides Medi-Cal PII received from or created or received by LCSA in performing functions or activities related to the administration of the child support enforcement program that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to the LCSA with respect to Medi-Cal PII, including restrictions on disclosure of Medi-Cal PII and the use of appropriate administrative, physical, and technical safeguards to protect such Medi-Cal PII. The LCSA shall incorporate, when applicable, the relevant provisions of this Agreement into each subcontract or sub-award to such agents, subcontractors and vendors, including the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII be reported to the LCSA.

XIV. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions, the LCSA shall allow DHCS and/or DCSS to inspect the facilities, systems, books, and records of the LCSA, with reasonable notice from DHCS and/or DCSS, in order to perform assessments and reviews. Such inspections shall be scheduled at times that take into account the operational and staffing demands. The LCSA agrees to promptly remedy any violation of any provision of this Agreement and certify the same to the DHCS Privacy Office, DHCS Information Security Office and DCSS Information Security Office in writing, or to enter into a written corrective action plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

If assessments and reviews are performed by DCSS, DCSS agrees to use the review questionnaire to be provided by DHCS.

XV. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

- In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the LCSA of the privacy or security of Medi-Cal PII, or federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the DCSS and LCSA shall make all reasonable effort to make itself and County Workers assisting in the administration of the child support program and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to the LCSA at no cost to DCSS and the LCSA to testify as witnesses, in the event of litigation or administrative proceedings involving DCSS or the LCSA based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII, or state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

XVI. AMENDMENT OF AGREEMENT

DHCS and DCSS acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. Upon request by DHCS, DCSS agrees to promptly enter into negotiations concerning an amendment to this Agreement as may be needed by developments in federal and state laws and regulations. DHCS may terminate this Agreement upon thirty (30) days written notice if DCSS does not promptly enter into negotiations to amend this Agreement when requested to do so, or does not enter into an amendment that DHCS deems necessary.

XVII. TERMINATION

This Agreement shall terminate on September 30, 2019, regardless of the date the Agreement is executed by the parties. The parties can agree in writing to extend the term of the Agreement; DCSS requests for an extension must be justified to and accepted by DHCS and limited to no more than a three-month extension. Such an extension may, upon DCSS request and DHCS approval, be renewed for one additional three month period. Regardless of the extension status, all provisions of this Agreement that provide restrictions on disclosures of Medi-Cal PII and that provide administrative, technical, and physical safeguards for the Medi-Cal PII in the LCSA's possession shall continue in effect beyond the termination of the Agreement, and shall continue until the Medi-Cal PII is destroyed or returned to DHCS.

XVIII. TERMINATION FOR CAUSE

Upon DHCS' knowledge of a material breach or violation of this Agreement by the LCSA, DHCS may provide an opportunity for the LCSA to cure the breach or end the violation and may terminate this Agreement if the LCSA does not cure the breach or end the violation within the time specified by DHCS. This Agreement may be terminated immediately by DHCS if the LCSA has breached a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, the LCSA must destroy all PII in accordance with Section VII, above. The provisions of this Agreement governing the privacy and security of the PII shall remain in effect until all PII is destroyed and DHCS receives a certificate of destruction.

XIX. SIGNATORIES

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement. The contract is effective on the day the final signature is obtained.

For the Department of Child Support Services,

(Signature)	October 20, 2016 (Date)
Alisha Griffin, Director (Name)	Director (Title)

For the Department of Health Care Services,

(Signature)	10/26/16 (Date)
Jennifer Kent (Name)	Director (Title)

Exhibit A

Computer Matching and Privacy Protection Act Agreement (CMPPAA) between SSA and CHHS, and Information Exchange Agreement (IEA) between SSA and DCSS with Attachment "Electronic Information Exchange Security Requirements for State and Local Agencies Exchanging Electronic Information with SSA (Technical Systems Security Requirements (TSSR v. 7.0))." These are sensitive documents that are provided separately to the DCSS's privacy and security officer. DCSS will provide a copy of the Exhibit A to each LCSA information security officer to ensure LCSA's compliance with the terms and conditions therein.

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 9.

MEETING DATE: 1/24/2017

DEPARTMENT: COUNTY ADMINISTRATION OFFICE

DEPT HEAD/DIRECTOR: R. Espinosa

AGENDA ITEM PREPARER: Barbara Thompson

SBC DEPT FILE NUMBER:

SUBJECT:

COUNTY ADMINISTRATION OFFICE - R. ESPINOSA
Review and approve the FY 2015/2016 Annual Impact Fee Report, which was first presented for public review at the Board of Supervisors' meeting of December 13, 2016.
SBC FILE NUMBER: 119

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The attached report contains information on the County of San Benito's development impact fees for Fiscal Year *2015/2016.* The information is presented to comply with the annual reporting requirements outlined in
Government Code Section 66000 et seq., also known as AB 1600. This annual report is compiled to meet reporting requirements regarding revenues, interest, and expenditures for FY *15/16.*

Prior to the Board's approval this Report was made available for public review for a minimum of fifteen (15) days. The attached report was made available for public review at the December 13, 2016 Board meeting; and now requires final review and approval by the Board.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

It is recommended that the Board of the Supervisors:
1. Review and approve the FY *2015/2016* Annual Report.

ADDITIONAL PERSONNEL:

BOARD ACTION RESULTS:

Approved per staff recommendation. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
Annual Impact Fee report 15-16	12/8/2016	Backup Material

2015-2016

County Administrative Office
481 Fourth Street
Hollister, CA 95023
Hollister, CA
(831) 636-4000

This report contains information on the County of San Benito's development impact fees for Fiscal Year 2015/2016. The information is presented to comply with the annual reporting requirements outlined in Government Code Section 66000 et seq., also known as AB 1600.

ANNUAL IMPACT FEE REPORT
SAN BENITO COUNTY
DECEMBER 13, 2016

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EXECUTIVE SUMMARY

This report has been prepared by the County Administrative Office for the San Benito County Board of Supervisors for its review of the San Benito County Impact Fee Program for the 2015–2016 fiscal year (FY 2015–16). This report is prepared in compliance with the annual reporting requirements of California Government Code (CGC) Sections 66001(c) and 66006 for Mitigation Impact Fee programs.

Background

The County of San Benito has maintained a County-wide Development Impact Fee (DIF) program since the late 1980s. The current DIF program includes capital improvements in the following fee categories: Drainage, Traffic, Road Equipment, County Fire Protection, Law Enforcement and Detention (Capital Improvements), Habitat Conservation, and Parks and Recreation.

The information provided herein has been collected from the San Benito County Auditor's Office and the County Department of Public Works with reference to the County's Capital Improvement Plan and the County Administrative Office.

This report provides an overview of each DIF fund for Drainage, Traffic, Road Equipment, County Fire Protection, Capital Improvements, Habitat Conservation, and Parks and Recreation. In accordance with CGC Section 66006, this report includes the following specific information for each DIF fund:

A. A brief description of the type of fee in the account or fund.
B. The amount of the fee.
C. The beginning and ending balance of the account or fund.
D. The amount of the fees collected and the interest earned.
E. Identification of each public improvement on which fees were expended, and the amount of the expenditures on each improvement including the total percentage of the cost of the public improvement that was funded with fees.
F. Identification of an approximate date by which the construction of public improvements will commence if the County determines that sufficient funds have been collected to complete financing on an incomplete public improvement.
G. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
H. The amount of refunds from the fund, if any.

DRAINAGE FEE

Purpose of the Fee

The Drainage Impact Fee (Drainage DIF) was established pursuant to County Ordinance No. 529 (San Benito County Code Sections 5.01.020–.025) and pursuant to CGC Section 66483. The purpose of the fee is to construct storm drainage facilities identified in the Santa Ana Creek Drainage Plan[1] in order to prevent inundation during a 100-year flood. The fee is based on the estimated cost of the improvements needed in the Santa Ana Creek drainage basin and the projected amount of development that will occur in the basin. The fee is applicable to all new building permits issued in the Santa Ana Creek fee benefit area and has been periodically updated to reflect changes in drainage improvement construction costs.

There is a reasonable relationship between the Drainage DIF and the purpose for which it is charged because the fee will be used to construct drainage improvements that benefit new development in the area in which the fee is charged. The fee was established based on the fair share cost of improvements in the Santa Ana Creek Drainage Plan allocated to each unit of projected development. The current drainage fee rates are indicated on the most recently updated Building Impact Fee Summary effective May 9, 2016 (Exhibit A).[2]

Benefit Area

The Drainage DIF is charged in an area of benefit that encompasses the portions of the county within the Santa Ana Creek drainage area as shown in Exhibit B. This is the portion of the county that will benefit from the drainage improvements to be funded with the fee.

Financial Data

This report covers the Drainage DIF collected in FY 2015–16. The annual financial data and project descriptions for the Drainage DIF fund are detailed and illustrated in Tables 1A and1B.[3]

Table 1A Drainage Impact Fee Fund Activity

	FY 2015–16
Beginning Balance	**$405,864**
Fees Collected	$138,606
Interest	$1,696
Subtotal	**$546,166**
Project Costs	
Transfers (in)/out	
Refunds	$1,230
Subtotal	**$1,230**
Ending Balance	**$544,936**

There were no project expenditures from the Drainage DIF fund in FY 2015–16.

[1] County Code references San Felipe Lake drainage plan.

[2] Effective date for drainage fees is shown in the Building Impact Fee Summary as April 20, 1988, with the note that the fee is adjusted in January and July per the ENR Construction Cost Index.

[3] The beginning and ending fund balances for all DIF funds in this report are taken from the County of San Benito Fiscal Year 2016–2017 Final Budget. Beginning balances are as of July 1, 2015

Future Drainage Projects

Drainage DIF revenues will continue to be used to fund the drainage projects needed to prevent flooding in the benefit area in which the fee is charged. The County also plans to fund with Drainage DIF revenues an updated engineering study of flood control improvements that would benefit new development in the benefit area. The Drainage DIF revenues will be used to fund in part or entirely the improvement projects listed in Table 1B in the percentage of total cost and years indicated.

Table 1B Drainage Impact Fee Planned Improvements

Project Description	Cost	Percent Funded by Fee	Other Funding Sources	Amount of Other Funding	Anticipated Funding/ Construction Start Date	Anticipated Completion Date
Santa Ana Creek Drainage Plan Improvements	TBD	TBD	TBD	TBD	TBD	TBD
Total	**$**					

Numerous drainage and channel improvement projects along Santa Ana Creek up through the Soap Lake area are identified in the Santa Ana Creek Drainage Plan. A cost allocation for these projects will not be assigned until such time funding is available. Updated estimates of the cost of those projects are also not available at this time. According to Public Works Department staff, some of the projects may need to be redesigned to conform to current environmental standards. The scope and cost parameters of the redesigned projects will be addressed in the updated engineering study for the Santa Ana Creek Drainage Basin. The cost of this study is estimated at $200,000. A portion of the funding is anticipated to come from impact fees while other funding is yet to be determined.

TRAFFIC FEE

Purpose of the Fee

The Traffic Impact Fee (Traffic DIF) was established pursuant to County Ordinance No. 554 (San Benito County Code Sections 5.01.250–263). The purpose of the Traffic DIF is to mitigate costs of transportation and transit facilities necessitated by new development in San Benito County. Current Traffic DIF rates are indicated in the Building Impact Fee Summary shown in Exhibit A. New development generates an increased volume of traffic which leads to a more rapid degeneration of existing county roads. The repair, reconstruction, and expansion of existing roadways are therefore a direct consequence of the impacts of new development. Furthermore, in addition to the repair, reconstruction, and expansion of existing road facilities, construction of new county roads and widening of existing roads also become necessary due to new development. Revenue generated by the Traffic DIF will fund the necessary construction and repair of roads caused by new development. An Updated Regional Transportation Impact Mitigation Fee (TIMF) Nexus Study was prepared by Michael Baker International and adopted by the Board of Supervisors in March, 2016. The nexus study documents a reasonable relationship between the fee and the cost of the repair, reconstruction, and expansion of existing road facilities and construction of new roads to accommodate new development.

Benefit Area

The basic (see discussion below on the TIMF update) Traffic DIF is collected in a benefit area covering most of the unincorporated area of the County as shown on the Regional TIMF Zones map in Appendix A.

Annual Financial Data

This report covers the Traffic DIF collected in FY 2015–16. The annual financial data and project descriptions for the Traffic DIF fund are detailed and illustrated in Tables 2A through 2C.

Table 2A Traffic Impact Fee Fund Activity

	FY 2015–16
Beginning Balance	$3,367,754
Fees Collected	$775,931
Interest	$13,376
Subtotal	$**4,157,061**
Project Costs	$27,077
Transfers (in)/out	
Refunds	$5,233
Subtotal	**$32,310**
Ending Balance	**$4,124,751**

Table 2B lists the projects and the costs expended for traffic projects funded in FY 2015–16 through the Traffic DIF fund.

Table 2B Traffic Impact Fee Project Cost Detail

Project/Acquisition	Cost	Percent Funded by Fee
Traffic Nexus Study	$27,077	100%
Total	**$27,077**	

Future Projects and Funding

Traffic DIF revenue will continue to be used to fund the road improvement projects needed to accommodate the traffic generated by new development. Table 2C shows the projects that the County plans to fund in part or entirely with Traffic DIF revenue at the percentages of total cost and year.

Table 2C Traffic Impact Fee Planned Improvements

Project Description	Cost	Percent Funded by Fee	Other Funding Sources	Amount of Other Funding	Anticipated Funding/ Construction Start Date	Anticipated Completion Date
See Appendix A for Regional TIMF Improvements and costs fee share						
Total						

In addition, the County anticipates using Traffic DIF revenues to fund the projects identified in the 2016 San Benito Council of Governments TIMF Update Nexus Study, prepared by Michael Baker International. Roadway, bicycle, and regional trail improvement projects are included in the TIMF update. The list of projects and project costs funded by the TIMF is located in Appendix A. The estimated phasing for these projects has not been identified at this time. The TIMF Nexus Study states that non-fee funding sources are expected to be used for a substantial portion of the cost of the identified traffic and non-motorized improvement projects. Non-fee funding sources may include the State Transportation Improvement Program, the Congestion Management and Air Quality Program, the State Interregional Improvement Program, and Fuel Tax Subvention funds.

ROAD EQUIPMENT FEE

Purpose of the Fee

In conjunction with the Traffic DIF, the County's Road Equipment Impact Fee (Road Equipment DIF) was established by Resolution 89-54 pursuant to County Ordinance No. 554 (San Benito County Code Sections 5.01.250–263). As established in the findings of Ordinance No. 554, new residential and commercial development generates traffic which creates the need to repair, improve, reconstruct, and expand county roads, and these activities create the need for additional road construction equipment. The Road Equipment DIF was adopted to provide funding to purchase road equipment, and continues to be used for this purpose. Therefore, there is a reasonable relationship between the fee and the purpose for which it is charged. In addition, larger buildings are often associated with more residents and workers, and generate more vehicle trips than smaller buildings. Charging the road impact fee based on building square footage enhances the reasonable relationship between the Road Equipment DIF and the purpose for which it is charged. The current Road Equipment DIF rates are indicated in the Building Impact Fee Summary shown in Exhibit A. The nexus study for this fee documents a reasonable relationship between the fees and the cost of the road equipment needed to repair and reconstruct the existing and future road facilities needed to accommodate new development.

Benefit Area

Due to the mobile nature of road equipment and the fact that all county roads will at some point in time require improvements or repair, the Road Equipment DIF is applicable throughout the unincorporated areas of the county. These unincorporated areas are outlined in Exhibit D.

Annual Financial Data

This report covers the Road Equipment DIF collected in FY 2015–16. The annual financial data and expenditures from the Road Equipment DIF fund are detailed and illustrated in Tables 3A through 3C.

Table 3A Road Equipment Impact Fee Fund Activity

	FY 2015–16
Beginning Balance	$843,772
Fees Collected	$197,408
Interest	$3,392
Subtotal	**$1,044,572**
Project Costs	$341,996
Transfers (in)/out	
Refunds	$2,637
Subtotal	**$344,633**
Ending Balance	**$699,939**

Table 3B lists the equipment acquisitions funded through the Road Equipment Fee Fund in FY 2015–16.

Table 3B Road Equipment Impact Fee Project Cost Detail

Acquisition	Cost	Percent Funded by Fee
Backhoe-$129,030; Truck and Trailer: $202,718	$341,996	100%
Total	**$341,996**	

Future Expenditures and Funding

The Road Equipment DIF will be used to fund in part or entirely the acquisition of equipment at the percentages of total cost and years as indicated in Table 3C.

Table 3C Road Equipment Planned Expenditures

Description	Cost	Percent Funded by Fee	Other Funding Sources	Amount of Other Funding	Anticipated Funding/ Acquisition Date
Road Fund Equipment	$699,939	TBD	TBD	TBD	2016/2017
Total	**$699,939**				

FIRE MITIGATION FEE

Purpose of the Fee

The Fire Mitigation Impact Fee (Fire Mitigation DIF) was established pursuant to County Ordinance No. 639 (San Benito County Code Sections 5.01.280–296). The purpose of the fee is to finance fire protection facilities and fire capital expenditures required by new development in the county. The ordinance enables any fire district providing fire protection services to unincorporated areas of the county to request the County to impose fire impact fees if the

district prepares a study documenting the need for new fire protection facilities and equipment created by new development. A Fire Mitigation DIF resolution was adopted for the unincorporated areas of San Benito County serviced by the San Benito County Fire Department. The process required by the ordinance ensures that there is a reasonable relationship between the fees and the purpose for which they are charged. All Fire Mitigation DIF revenue is used to provide the fire protection facilities and equipment required to accommodate new development. Thus, there is a reasonable relationship between the fee and the purpose for which it is charged. In addition, in the event of a fire, larger buildings have potential for greater losses. Charging the fire impact fee by building square footage enhances the reasonable relationship between the fire impact fees and the purpose for which they are charged. The current Fire Mitigation DIF rates are indicated in the Building Impact Fee Summary shown in Exhibit A. The nexus study for this fee documents a reasonable relationship between the fee and the cost to provide fire protection facilities and equipment to accommodate new development.

Benefit Area

The benefit area for the Fire Mitigation DIF includes the unincorporated areas of the county serviced by the San Benito County Fire Department. The map shown in Exhibit E presents the service area for the San Benito County Fire Department.

Annual Financial Data

This report covers the Fire Mitigation DIF collected in FY 2015–16. The annual financial data and project descriptions for the Fire Mitigation DIF fund are detailed and illustrated in Tables 4A through 4C.

Table 4A Fire Mitigation Impact Fee Fund Activity

	FY 2015–16
Beginning Balance	$518,284
Fees Collected	$113,191
Interest	$2,038
Subtotal	**$633,513**
Project Costs	$24,959
Transfers (in)/out	
Refunds	$1,364
Subtotal	**$263,232**
Ending Balance	**$607,190**

Table 4B lists the fire facilities construction and equipment acquisitions funded in FY 2015–16 through the Fire Mitigation DIF fund.

Table 4B Fire Mitigation Impact Fee Project Cost Detail

Project/Acquisition	Cost	Percent Funded by Fee
(Design of new station/internal charges)	$24,959	100%
Total	**$24,959**	

Future Expenditures and Funding

The Fire Mitigation DIF will be used to fund in part or entirely the future fire facilities and acquisition of equipment at the percentages of total cost and years as indicated in Table 4C.

Table 4C Fire Mitigation Planned Expenditures

Project Description	Cost	Percent Funded by Fee	Other Funding Sources	Amount of Other Funding	Anticipated Funding/ Construction Start Date	Anticipated Completion Date
Fire Station No. 3	$1,000,000	TBD	TBD	TBD	2016/2017	
Total	**$1,000,000**					

CAPITAL IMPROVEMENTS FEE

Purpose of the Fee

The Capital Improvements Impact Fee (Capital Improvements DIF) was established pursuant to County Ordinance No. 574 (San Benito County Code Sections 5.01.310–325). The Capital Improvements DIF was established to defray the costs of capital improvements necessitated by new development projects in the county. Ordinance No. 574 permits the Board of Supervisors to establish fees for capital improvements by resolution, and specifically includes a particular focus on law enforcement facilities. As defined in the ordinance, law enforcement includes, without limitation, the Sheriff's Office, Probation Department, District Attorney, Board of Supervisors, Administration, County Counsel, Planning and Building, Health Department, and other departments to the extent that each is involved in the enforcement of state laws and county ordinances. The Board of Supervisors has adopted two fees under Ordinance No. 574. The Law Enforcement Impact Fee provides funding for general law enforcement facilities and equipment necessitated by new development. The Jail and Juvenile Hall Impact Fee, established pursuant to Resolution 93-107, establishes funding for the portion of debt service costs through 2012 for detention facilities impacted by inmate populations potentially generated by new development in the County. The demand for County services such as law enforcement increases as development of residences and businesses increases. This increased demand for services requires new capital assets and facilities. The Law Enforcement Impact Fee is used to provide funding for those facilities needed to serve new development. Thus, there is a reasonable relationship between the Law Enforcement Impact Fee and the purpose for which it is charged.

The amount of the Jail and Juvenile Hall Impact Fee was determined based on the share of costs of debt service for the jail and juvenile hall allocated to new development in the unincorporated area, along with the amount of development projected to occur in the unincorporated area. The Jail and Juvenile Hall Impact Fee has been used for this purpose and has been programmed toward funding for further expansion of the jail and juvenile detention facilities. Thus, there is a reasonable relationship between the Jail and Juvenile Hall Impact Fee and the purpose for which it is charged. The current Capital Improvements DIF rates are indicated on the Building Fee Summary shown in Exhibit A. The nexus study for this fee documents a reasonable relationship between the fee and the cost to provide law enforcement and detention facilities and equipment to accommodate new development.

Benefit Area

Law enforcement is provided in the unincorporated area of the County shown on the map in Exhibit D. The benefit area for the Jail and Juvenile Hall Impact Fee is Countywide, therefore the fee is collected over the entire County.

Annual Law Enforcement Financial Data

The Capital Improvements DIF includes two separate fees that are used to fund two different types of facilities: law enforcement and detention (jail and juvenile hall). The FY 2015–16 financial data and project descriptions for the Law Enforcement DIF fund are detailed and illustrated in Tables 5A through 5C.[4]

Table 5A Law Enforcement Impact Fee Fund Activity

	FY 2015–16
Beginning Balance	$60,702
Fees Collected	$234,403
Interest	$583
Subtotal	**$295,688**
Project Costs	$48,601
Transfers (in)/out	
Refunds	$2,072
Subtotal	**$50,673**
Ending Balance	**$245,015**

Table 5B lists the law enforcement facilities construction and equipment acquisitions funded in FY 2015–16 through the Law Enforcement DIF fund.

Table 5B Law Enforcement Impact Fee Project Cost Detail

Project/Acquisition	Cost	Percent Funded by Fee
Cost to outfit four new vehicles	$48,601	100%
Total	**$48,601**	

[4] Although the Capital Improvements DIF is composed of two separate fee categories, the fund balances for either fee may be used to fund future projects that benefit new development.

Future Expenditures and Funding

The Law Enforcement DIF fund will be used to fund in part or entirely the future law enforcement facilities and acquisition of equipment at the percentages of total cost and the year as indicated in Table 5C.

Table 5C Law Enforcement Planned Expenditures

Project Description	Cost	Percent Funded by Fee	Other Funding Sources	Amount of Other Funding	Anticipated Funding/ Construction Start Date	Anticipated Completion Date
Total	**$** TBD					

Annual Jail and Juvenile Hall Financial Data

The FY 2015–16 financial data and project descriptions for the Jail and Juvenile Hall DIF fund are detailed and illustrated in Tables 6A and 6B.

Table 6A Jail and Juvenile Hall Impact Fee Fund Activity

	FY 2015–16
Beginning Balance	$35,693
Fees Collected	$250,075
Interest	$527
Subtotal	**$286,295**
Project Costs	
Transfers (in)/out	
Refunds	$2,563
Subtotal	**$2,563**
Ending Balance	**$283,732**

There were no project expenditures funded in FY 2015–16 through the Jail and Juvenile Hall DIF fund.

Future Expenditures and Funding

The Jail and Juvenile Hall DIF fund will be used to fund in part or entirely the future jail and juvenile detention facilities at the percentages of total cost in the years as indicated in Table 6B.

Table 6B Jail and Juvenile Hall Planned Expenditures

Project Description	Cost	Percent Funded by Fee	Other Funding Sources	Amount of Other Funding	Anticipated Funding/ Construction Start Date	Anticipated Completion Date
Adult Detention Expansion	$20,000,000	TBD	State/ AB109/ General Fund	TBD	TBD	TBD
Total	**$20,000,000**					

The County will continue to use Jail and Juvenile Hall Impact Fees to fund debt service on the Certificates of Participation (COP) used to finance the existing jail and juvenile hall. The COP reached maturity in August 2011. In future years, the impact fees collected may be used to recoup funding to pay back the loan to the County's General Fund that was expended in years that impact fees were not available.

A jail expansion project is planned in two phases, to be added to the county's existing jail and juvenile hall facilities on Flynn Road. The impact fee funding is one funding mechanism identified. Non-impact fee funding sources include grant funding from Assembly Bill 900 at $15,053,000 that was awarded to San Benito County.

As another source of funding, the County is exploring the option to fund a debt service with COPs to finance the County project as it did previously with the jail and juvenile hall facility.

HABITAT CONSERVATION FEE

Purpose of the Fee

The Habitat Conservation Interim Mitigation Fee (Habitat Fee) was established by County Ordinance No. 541 (San Benito County Code Sections 9.19.001–008). The Habitat Fee was established to provide financing for the development and implementation of a Habitat Conservation Plan and a Section 10(a) permit under the Endangered Species Act of 1973 for the Habitat Conservation Plan Study Area. The Habitat Fee was also established to provide a method for new development to mitigate adverse impacts to federally protected endangered species caused by development, and provide for habitat mitigation as identified in the Habitat Conservation Plan.

The Habitat Fee will be used to fund habitat conservation planning activities conducted by County staff and by consultants. Thus, there is a reasonable relationship between the fee and the purpose for which it is charged. Furthermore, the fee is based on the lot and building size of the development project. This enhances the reasonable relationship between the fee and the purpose for which it is charged because development of a larger lot and building area is likely to have greater impacts on endangered species than development of smaller lots and smaller buildings. The current Habitat Fee rates are indicated on the Building Impact Fee Summary shown in Exhibit A.

Benefit Area

The fee is charged within an area designated as the Habitat Conservation Plan Preliminary Study Area, which comprises certain lands located in the unincorporated areas of the county. Exhibit F presents the Habitat Conservation Plan Preliminary Study Area.

Annual Financial Data

This report covers Habitat Fees collected during FY 2015–16. The FY 2015–16 financial data and project descriptions for the Habitat Fee are detailed and illustrated in Tables 7A and 7B.

Table 7A Habitat Fee Fund Activity

	FY 2015–16
Beginning Balance	$996,943
Fees Collected	$32,488
Interest	$3,686
Subtotal	**$1,033,117**
Project Costs	$
Transfers (in)/out	
Refunds	$1,092
Subtotal	**$1,092**
Ending Balance	**$1,032,025**

There were no project expenditures funded in FY 2015–16 through the Habitat Fee fund.

Future Projects and Funding

The Habitat Fee will be used to fund in part or entirely the future Habitat Conservation Plan projects at the percentages of total cost in the years indicated in Table 7B.

Table 7B Habitat Planned Expenditures

Project Description	Cost	Percent Funded by Fee	Other Funding Sources	Amount of Other Funding	Anticipated Funding Date	Anticipated Completion Date
Habitat Conservation Plan Update	TBD	TBD	TBD	TBD	TBD	TBD
Total	**$**					

PARK AND RECREATION FEE

Purpose of the Fee

The Park and Recreation Impact Fee (Park and Recreation DIF) was established pursuant to County Ordinance No. 542 (San Benito County Code Sections 5.01.120–126). Collection of the Parks and Recreation DIF will be used for the acquisition of land and equipment as well as the construction of recreational improvements. Accumulated Park and Recreation DIF revenue

may also be used as local match for state and federal grants-in-aid programs for park and recreation development. County Resolution 2001-112 (effective September 4, 2001) established the current impact fee rate of $1.80 per square foot of new residential development in the unincorporated area of the county and is based on a planned list of park facility improvements needed to accommodate new development and the amount of development projected to occur in the unincorporated area. Fee revenue will be used for the acquisition and development of park facilities needed to accommodate new development. Thus, there is a reasonable relationship between the fee and the purpose for which it is charged.

The current Park and Recreation DIF rates are indicated on the Building Impact Fee Summary shown in Exhibit A.

Benefit Area

The benefit area for the Park and Recreation DIF is the unincorporated areas of the county as shown in Exhibit D.

Annual Financial Data

This report covers the Park and Recreation DIF collected during FY 2015–16. The FY 2015–16 financial data and project descriptions for the Park and Recreation DIF are detailed and illustrated in Tables 8A through 8C.

Table 8A Park and Recreation Fee Fund Activity

	FY 2015–16
Beginning Balance	$2,433,042
Fees Collected	$568,748
Interest	$9,766
Subtotal	**$3,011,556**
Project Costs	$62,564
Transfers (in)/out	
Refunds	$16,206
Subtotal	**$78,770**
Ending Balance	**$2,932,786**

Table 8B lists the Park and Recreation DIF projects funded in FY 2015–16 through the Park and Recreation DIF fund.

Table 8B Park and Recreation Project Cost Detail

Project/Acquisition	Cost	Percent Funded by Fee
(legal/design/internal charges related to Regional Park- 62,000; Vets Park/lighting: solar lights/internal charges $366.00; Vets Park Irrigation: internal charges: $310.00)	$62,564	100%
Total	**$62,564**	

Future Projects and Funding

The Park and Recreation DIF will be used to fund in part or entirely the future Parks and Recreation projects at the percentages of total cost and in the years indicated in Table 8C.

Table 8C Park and Recreation Planned Expenditures

Project Description	Cost	Percent Funded by Fee	Other Funding Sources	Amount of Other Funding	Anticipated Funding/ Construction Start Date	Anticipated Completion Date
River Regional Park	$2,200,000	TBD	Grant Funds	TBD	2016/2017	TBD
Veterans Park Improvements	$275,000	TBD	TBD	TBD	2016/2017	TBD
Veterans Park Irrigation	$300,000	TBD	TBD	TBD	2016/2017	TBD
Veterans Park Lighting and Parking	$75,000	TBD	TBD	TBD	2016/2017	TBD
Bertha Briggs Park Improvements	$250,000	TBD	TBD	TBD	2016/2017	TBD
Historical Park Master Plan	$100,000	TBD	TBD	TBD	2016/2017	TBD
Total	**$3,200,000**					

EXHIBITS

SAN BENITO COUNTY PLANNING & BUILDING INSPECTION SERVICES

-BUILDING IMPACT FEE SUMMARY-

Effective May 09, 2016

DRAINAGE: **SBC ORDINANCE NO. 529** *(Effective 4/20/88)*

If in mapped area — **Adjust January and July per Construction Cost Index**

$1,340.00 per Building Permit

plus $2,000.00 per Building Permit if in Basin E4 and E5

TRAFFIC: **RESOLUTION NO. 2016-10; SBC ORDINANCE NO. 554 & 890** *(Effective 5/09/16)*

Land Use Zone 1: Northwest corner, area surrounding Highway 101		**$ Per Sq. Ft.**
Residential *(per dwelling unit)*		
Single Family	$2,254.96	N/A
Multi-Family	$1,401.75	N/A
Non-residential *(per 1,000 square feet)*		
Commercial	$2,189.97	$2.19
Office	$3,627.90	$3.63
Industrial	$478.40	$0.48

Land Use Zone 2: Cities of Hollister & San Juan Bautista and greater Hollister Area		**$ Per Sq. Ft.**
Residential *(per dwelling unit)*		
Single Family	$13,816.81	N/A
Multi-Family	$8,588.83	N/A
Non-residential *(per 1,000 square feet)*		
Commercial	$10,835.24	$10.84
Office	$22,305.87	$22.31
Industrial	$2,941.43	$2.94

Land Use Zone 3: South County Area		**$ Per Sq. Ft.**
Residential *(per dwelling unit)*		
Single Family	$2,765.99	N/A
Multi-Family	$1,719.40	N/A
Non-residential *(per 1,000 square feet)*		
Commercial	$2,301.87	$2.30
Office	$4,535.23	$4.54
Industrial	$598.05	$0.60

APPROVED ZONE MAP IS A SEPARATE DOCUMENT

NOTE:

Traffic Impact Fees were adjusted per San Benito County Board of Supervisors Resolution No 2016-10 on March 08, 2016, are effective May 9, 2016 and replaces all previous Resolutions related to San Benito County Traffic Impact Fees.

(The Transportation Impact Mitigation Fee Study was prepared by Michael Baker International under the direction of the San Benito County Council of Governments.)

ROAD EQUIPMENT: **(RESOLUTION 89-154 pursuant to ORDINANCE NO. 554)** *(Effective 10/23/89)*
Throughout County
$0.70 / SF of Residential Living Space – Fixed

SCHOOLS: Residential: **(New structures & additions over 500 Sq. Ft.)** **SCHOOL DISTRICT RESOLUTIONS**

$2.97 / SF of Living Space - Aromas/San Juan School District (*Resolution 0910-03*)	*(Effective 11/03/09)*
$3.20/ SF of Living Space - San Benito High School *(Resolution 2012-13-010)*	*(Effective 01/07/13)*
$2.63/ SF Enclosed Space - North County School District *(Resolution #05/06-09)*	*(Effective 05/15/06)*
$2.63/ SF of Living Space - Jefferson, Southside, Tres Pinos & Willow Grove	*(Effective 2006)*
$3.36/ SF of Living Space – Hollister School District *(Resolution 21:13-14)*	*(Effective 05/25/14)*
$2.92/ SF of Living Space for Quail Hollows & Oak Creek Sub-divisions	
$5.95/ SF of Living Space for Coalinga-Huron Unified	*(Effective 10/14/08)*

Commercial and Industrial:

$0.51 / SF Enclosed Space - San Benito High School *(Resolution 2012-13-010)*	*(Effective 01/07/13)*
$0.42/ SF Enclosed Space - North County School District *(Resolution #05/06-09)*	*(Effective 05/15/06)*
$0.42/SF Enclosed Space – Jefferson, Southside, Tres Pinos & Willow Grove	*(Effective 2006)*
$0.54/SF Enclosed Space – Hollister School District *(Resolution 21:13-14*)	*(Effective 05/25/14)*
$0.47/SF Enclosed Space – Aromas/San Juan School District *(Resolution 0910-03*)	*(Effective 11/03/09)*

NOTE: The governing board of the Hollister School District approved per resolution #21:13-14 to increase the Hollister School District Impact Fees to $3.36/SF for Residential Living Space and $0.54/SF for Commercial and Industrial Enclosed Space. The increase is effective May 25, 2014.

FIRE PROTECTION (Residential and Commercial/Industrial)

Throughout County	**SBC ORDINANCE NO. 639**	*(Effective 01/14/87)*
$0.25 / SF of all Covered Space		
Aromas Fire District	**SBC ORDINANCE NO. 639**	*(Effective 06/03/93)*
$0.53 / SF of all Covered Space	*(Resolution 2014-01)*	*(Effective 05/25/14)*

GENERAL CAPITAL IMPROVEMENTS:	**SBC ORDINANCE NO. 574**	*(Effective 07/12/90)*
INCLUDING LAW ENFORCEMENT:	**SBC ORDINANCE NO. 515**	*(Effective 09/15/87)*

Throughout County
$0.38 / SF of all Covered Space – Residential and Non-Residential

INCLUDING JAIL/JUVENILE HALL: **SBC ORDINANCE NO. 93-107** *(Effective 08/05/93)*
Throughout County
$0.47 / SF of all Covered Space – Residential Only

HABITAT CONSERVATION MITIGATION FEE: **SBC ORDINANCE NO. 541** *(Effective 08/31/88)*
If in mapped area (New structures & additions that exceed 50%)
$0.15 / SF of Living Space – **fixed plus $.02 per square foot for Agriculturally related structures**.
$150.00 for lots under 1 acre *
$300.00 for lots from 1 to 5 acres* *** Fee collected by Planning**
$600.00 for lots over 5.1 acres*

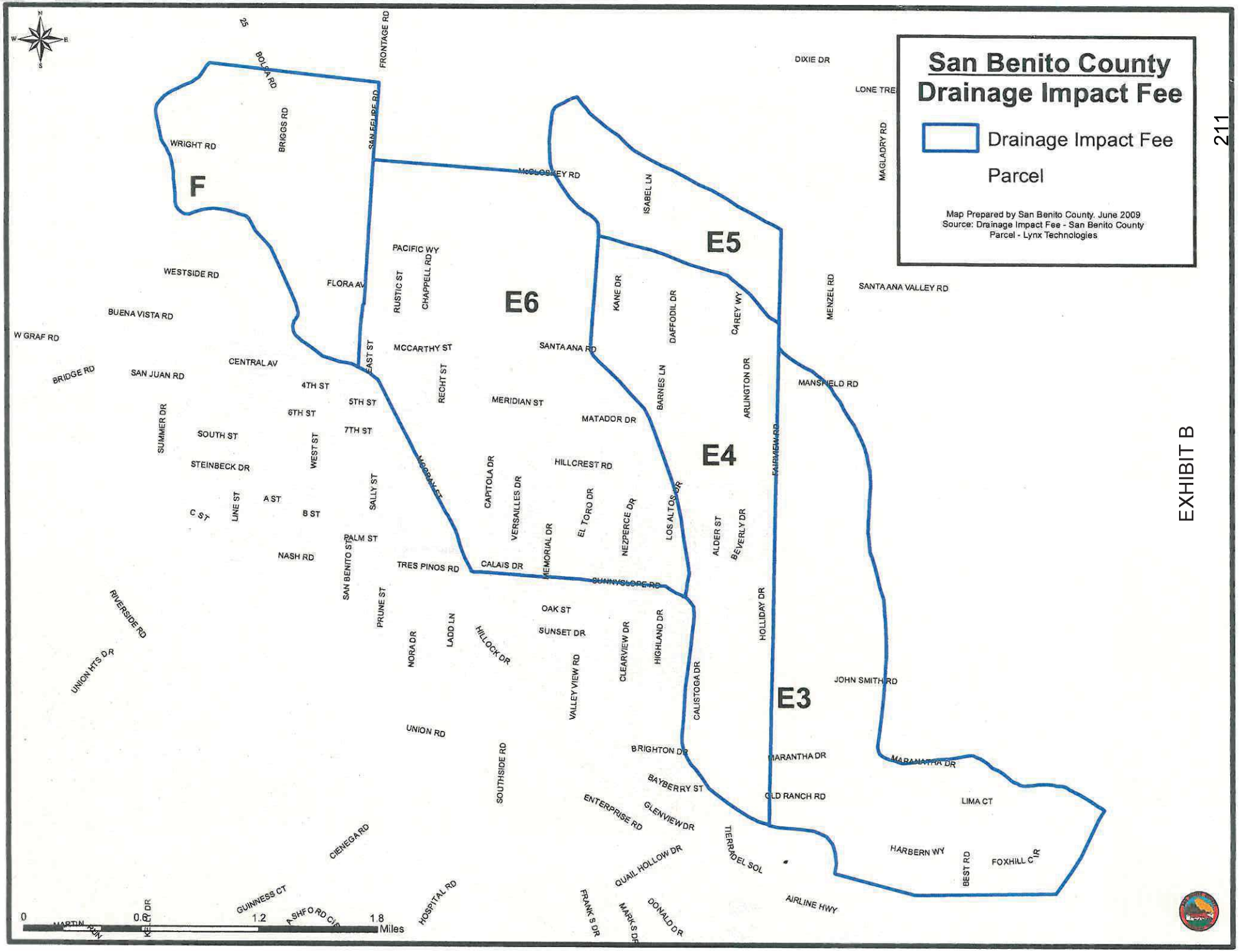
PARKS AND RECEREATION: (New structures & additions that exceed 50%) **SBC ORDINANCE 542**
Throughout County
$1.80 / SF of Residential Living Space – **Fixed** *(Board can adjust)* *RESOLUTION 2001-112 (Effective 09/04/01)*

San Benito County Drainage Impact Fee

Drainage Impact Fee Parcel

Map Prepared by San Benito County. June 2009
Source: Drainage Impact Fee - San Benito County
Parcel - Lynx Technologies

EXHIBIT B

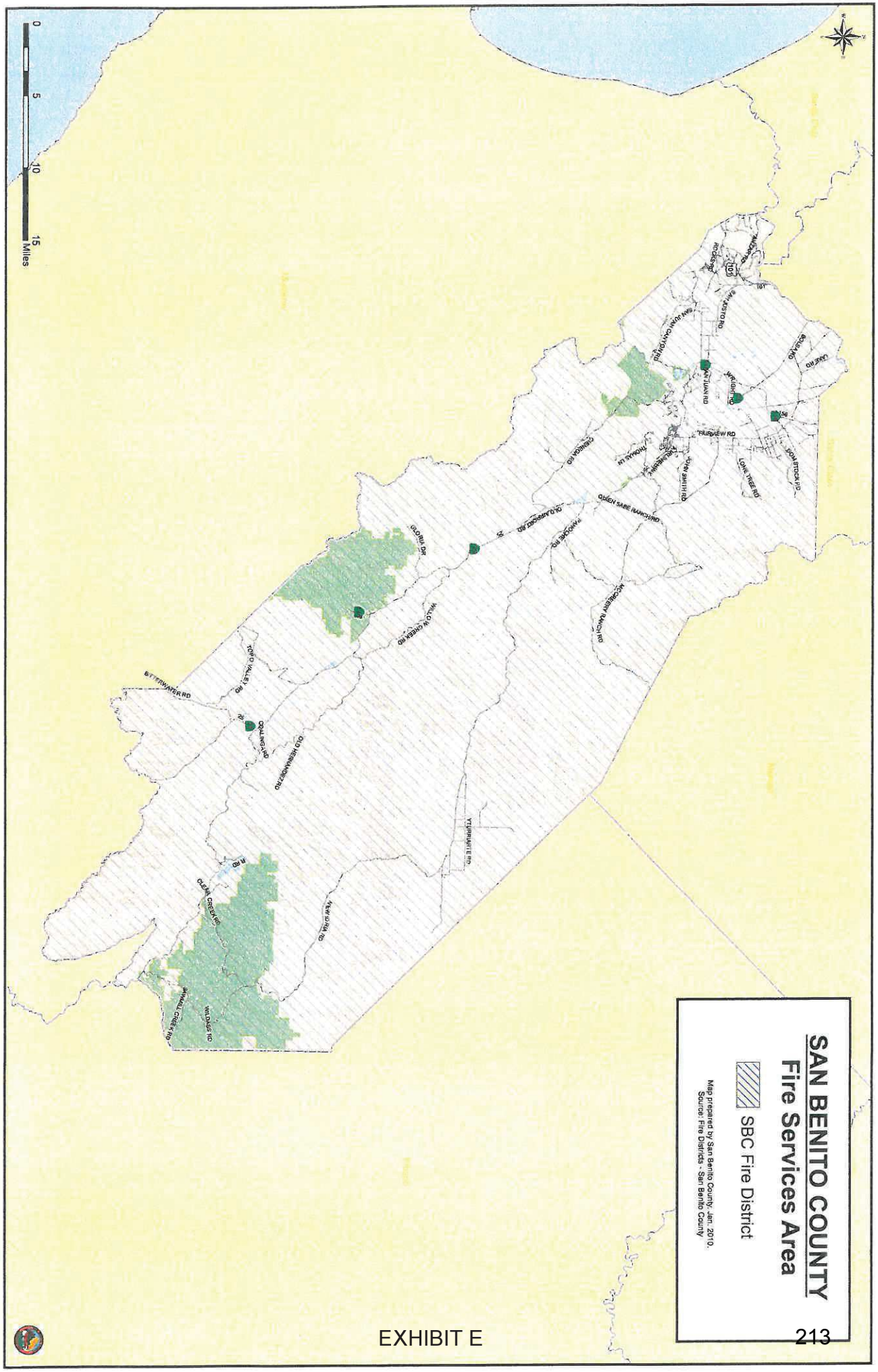


Unincorporated County Benefit Map

EXHIBIT D

National Geographic, Esri, DeLorme, NAVTEQ, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, iPC

Map Prepared by San Benito County. December 2014


SAN BENITO COUNTY
Fire Services Area
SBC Fire District
Map prepared by San Benito County, Jan. 2010.
Source: Fire Districts - San Benito County
0
5
10
15
Miles
SAN JUAN CANYON RD
SAN JUSTO RD
SAN JUAN RD
WRIGHT RD
BOSA RD
LAKE RD
FAIRVIEW RD
DOM STOCK RD
LONE TREE RD
JOHN SMITH RD
THOMAS LN
CLENEGA RD
QUEEN SABE RANCH RD
OLD ARRIBA RD
PANOCHE RD
MCCREERY RANCH RD
GLORIA DR
WILLOW CREEK RD
TOPO VALLEY RD
BITTERWATER RD
COALINGA RD
OLD HERNANDEZ RD
YTURRIARTE RD
NEW IDRIA RD
CLEAR CREEK RD
WILDASS RD
SHAWMILL CREEK RD

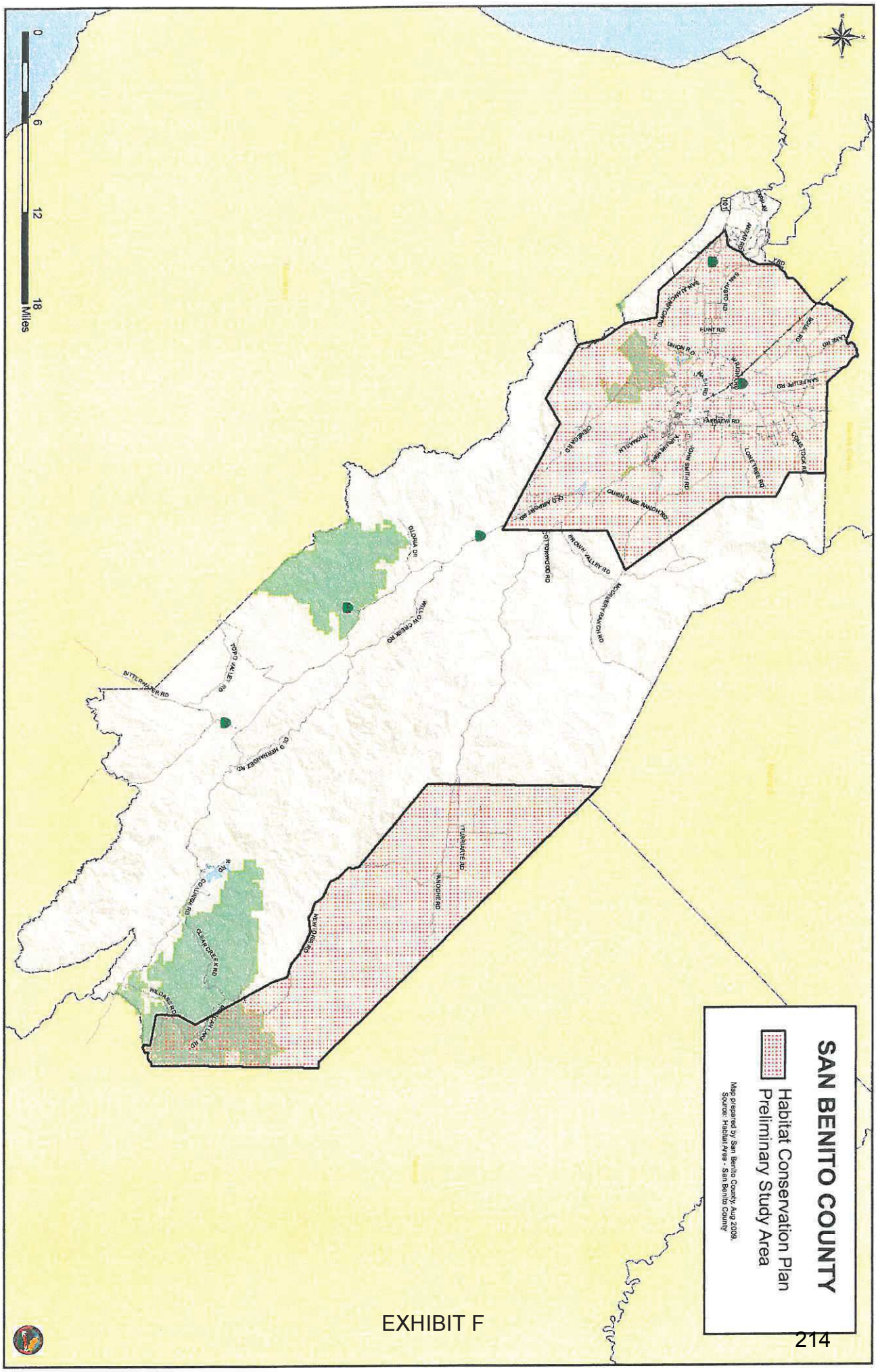

SAN BENITO COUNTY
Habitat Conservation Plan
Preliminary Study Area
Map prepared by San Benito County, Aug 2009.
Source: Habitat Area - San Benito County
0
6
12
18
Miles
GLORIA DR
WILLOW CREEK RD
TOPO VALLEY RD
BITTERWATER RD
OLD HERNANDEZ RD
COLLINGA RD
CLEAR CREEK RD
WILDAGE RD
NEW IDRIA RD
TURRIATE RD
INNOCHE RD
MCCREERY RANCH RD
BROWN VALLEY RD
COTTONWOOD RD
QUIEN SABE RANCH RD
OLD ASPERT RD
CIENEGA RD
THOMAS LN
JOHN SMITH RD
LONE TREE RD
COMSTOCK RD
FARREW RD
SAN FELIPE RD
LANE RD
BOLE RD
FUNT RD
UNION RD
SAN JUSTO RD
SAN LUCAS CANYON RD
ANZAR RD
101

EXHIBIT F

APPENDIX A – Regional Traffic Impact Mitigation Improvements

Project No.	Project	Description	Total Project Estimate	Internal Cost
1	SR 156 Widening–San Juan Bautista to Union Road	Widen to 4-lane expressway: 635 feet east of The Alameda (in San Juan Bautista) to Union Road	$62,900,000	$43,973,604
2	SR 156/Fairview Road Intersection Improvements	Construct new turn lanes at intersection	$6,824,000	$5,004,494
3	Memorial Drive South Extension: Meridian Street to Santa Ana Road	Construct 4-lane road extension	$3,355,000	$3,355,000
4	Airline Highway/SR 25 Widening: Sunset Drive to Fairview Road	Widen to 4-lane expressway	$28,214,000	$28,073,190
5	Westside Boulevard Extension: Nash Road to Southside Road/San Benito St. intersection	Construct 2-lane road	$13,360,200	$13,360,200
6	North Street (Buena Vista), between College St. and San Benito St.	Complete 2-lane road	$4,207,000	$4,207,000
7	Fairview Road Widening: McCloskey to SR 25	Widen to 4-lane arterial; construct new bridge south of Santa Ana Valley Rd.	$20,790,531	$20,790,531
8	Union Road Widening (East): San Benito Street to SR 25	Widen to 4-lane arterial	$5,463,000	$5,403,856
9	Union Road Widening (West): San Benito Street to SR 156	Widen to 4-lane arterial	$15,448,000	$15,357,734
10	Meridian Street Extension: 185 feet east of Clearview Road to Fairview Road	Construct 4-lane road	$9,445,000	$9,445,000
11a	SR 25 4-lane Widening–Phase I	4-lane expressway: 580 feet northwest of San Felipe to Hudner Lane	$67,591,000	$60,223,581
11b	SR 25 4-lane Widening–Phase 2	4-lane expressway: Hudner Lane to County Line	$181,000,000	$161,271,000
12	Memorial Drive North Extension: Santa Ana Road to Flynn Road/Shelton Road intersection	Construct new 4-lane road and extension	$13,842,000	$13,842,000
13	Flynn Road Extension: San Felipe Road to Memorial Drive north extension	Construct new 4-lane arterial	$8,509,679	$8,509,679
14	Pacific Way (new road): San Felipe Road to Memorial Drive	New 2-lane road from San Felipe Road to future Memorial Drive north extension	$7,412,431	$7,412,431
15	Intersection Improvements--Lump Sum	Add Signals or Other Intersection Improvements	$15,274,660	$15,274,660
		Total Estimated Cost	**$463,636,501**	**$415,503,960**

Appendix A (continued)

Regional Traffic Impact Mitigation Fee Non-Motorized Improvements

Rank	Facility Name	Project ID	From	To	Class	Length (miles)	Estimated Total Construction Cost (2015)
			Tier 1 Improvements				
1	Sunnyslope Rd	H-24	Memorial Dr	Cerra Vista Dr	II	0.70	$24,908
2	Nash Rd./Tres Pinos Rd.	U-13, U-14, H-14, H-25	East of San Benito River	Airline Highway	II	1.43	$50,883
3	Airline Highway	U-3, U-4, H-3	Sunset Dr.	Quien Sabe Dr.	II	2.98	$106,037
4	Central Avenue-3rd St.	H-6	Bridgevale Rd.	East St.	II	1.66	$59,067
5	South St./ Hillcrest Rd.	H-35, H-41	Westside Blvd.	Hillcrest Rd. east of McCray St.	III	1.04	$16,516
6	Ladd Ln.	H-9	Tres Pinos Rd.	Hillock Dr.	II	0.16	$5,693
7	San Benito River Trail	U-1, H-1	San Juan Bautista Park	Airline Hwy.	I	16.09	$16,908,747
8	Sally St.	H-17	3rd St.	Nash Rd.	III	0.96	$15,246
9	Memorial Dr.	H-12, H-47	Sunset Dr.	Fallon Rd.	II	2.19	$77,926
10	4th St.	H-30	Westside Blvd.	McCray St.	III	0.83	$13,181
11	San Felipe Rd.	U-16, H-18	Santa Ana Rd.	Pacheco Pass Hwy.	II	6.61	$235,202
12	Meridian St.	H-13	Memorial Dr	McCray St.	II	0.85	$30,245
13	Hillcrest Rd.	U-10, H-8	Prospect Ave.	Fairview Rd.	II	1.77	$62,981
14	Sunset Dr.	H-42	Cerra Vista Dr.	Airline Hwy.	III	0.84	$13,340
15	Westside Blvd.	H-28, H-29	Apricot Ln.	Jan Ave.	II	0.28	$9,963
16	Monterey St.	H-38	4th St.	Nash Rd.	III	0.88	$13,975
17	McCray St.	H-11	Hillcrest Rd.	Santa Ana Rd.	II	0.61	$21,705
18	Bicycle and Pedestrian Bridge	H-50	San Benito River Bridge		I	0.06	$1,791,078
						Total Tier 1	**$19,456,695**

Recreational trails, highlighted in green, are not included in the fee calculations

Appendix A (continued)

Regional Traffic Impact Mitigation Fee Non-Motorized Improvements

Rank	Facility Name	Project ID	From	To	Class	Length (miles)	Estimated Total Construction Cost (2015)
			Tier 2 Improvements				
19	Westside Blvd. Extension	H-43	Nash Rd.	Ladd Ln.	II	0.42	$14,945
20	Line St	H-10	Nash Rd.	Buena Vista Rd.	II	1.16	$41,276
21	Southside	H-23	Sunset Dr.	Union Rd.	II	0.16	$5,693
22	Cerra Vista	H-31	Sunnyslope Rd	Union Rd.	III	0.73	$11,593
23	San Juan Rd.	U-18, H-20	Hwy 156	Westside Blvd.	II	2.28	$81,129
24	Hawkins St.	H-34	Monterey St.	Prospect Ave.	III	0.45	$7,146
25	Santa Ana Rd.	U-7, U-19, H-5, H-22	Railroad Tracks	Fairview Rd.	II	2.15	$76,503
26	Highway 156	U-11, S-3	The Alameda	Buena Vista Rd.	II	0	$0
27	Clearview Dr.	U-24, H-32	Meridian St.	Sunset Dr.	III	1.15	$18,263
28	Union Pacific RR	U-2, H-2	3rd St.	County Line	I	8.81	$9,258,301
29	Buena Vista Rd./North St.	H-21	Hollister City Limit east of Millard Rd.	Railroad Tracks	II	1.83	$65,116
30	Fairview Rd.	U-8, U-9, H-7	Airline Hwy	Spring Grove Elem. School	II	3.05	$108,527
31	Union Rd.	U-21, U-22, H-26	Cienega Rd.	Fairview Rd.	II	1.54	$54,797
32	Valley View Dr.	U-23, H-27	Sunset Dr.	Union Rd.	II	0.52	$18,503
33	Bolsa Rd.	U-5, H-44	San Felipe Rd.	County Line	III	7.63	$121,171
34	Franklin St.	S-6	4th St.	End of 4th St./San Juan Bautista Historical Park	III	0.17	$2,700
						Total Tier 2	**$9,885,664**

Recreational trails, highlighted in green, are not included in the fee calculations

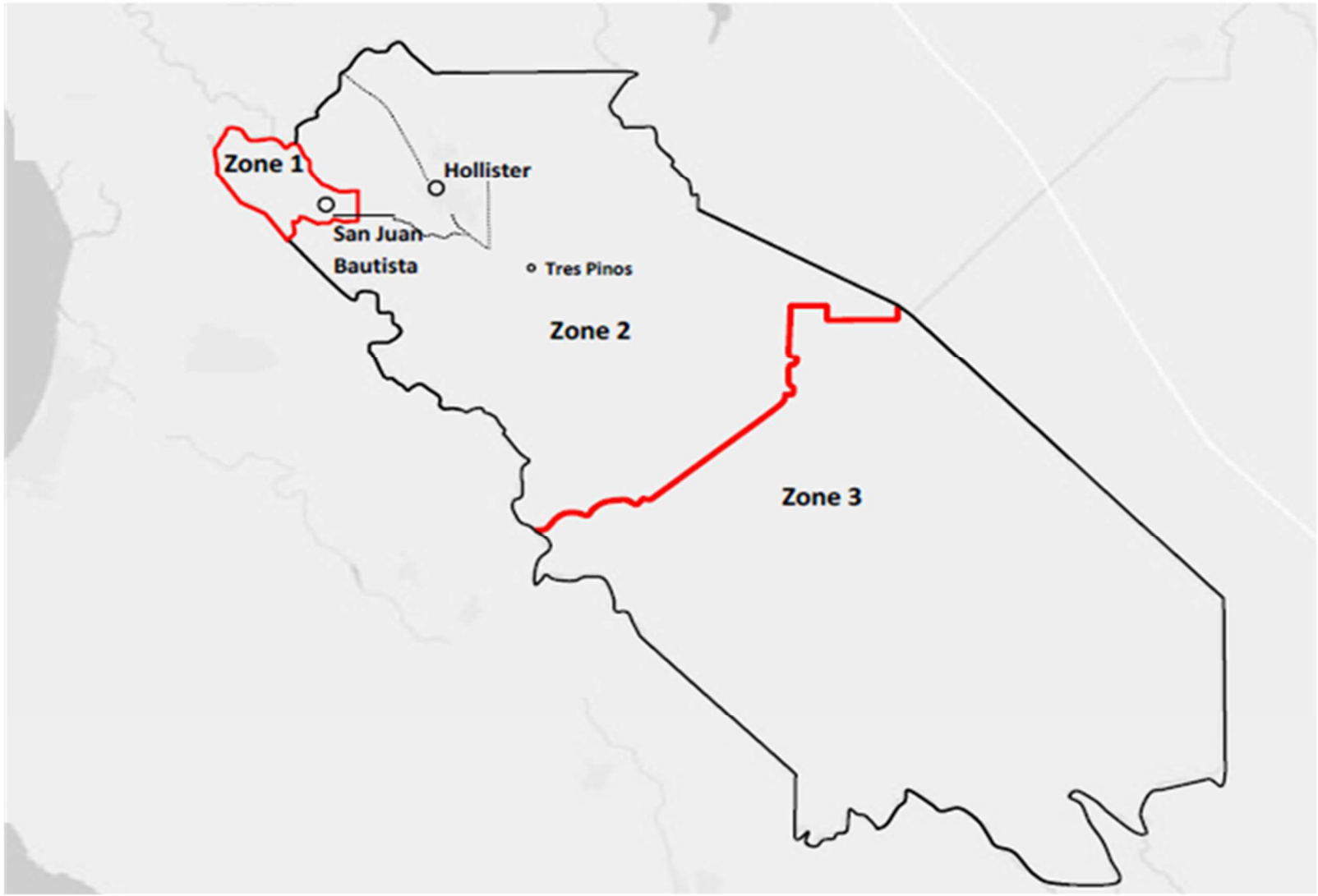
Regional Traffic Impact Mitigation Fee Non-Motorized Improvements

Rank	Facility Name	Project ID	From	To	Class	Length (miles)	Estimated Total Construction Cost (2015)
			Tier 3 Improvements				
35	The Alameda-Salinas Rd.	U-34, S-10	San Juan School	Old StagecoachRd.	III	0.65	$10,323
36	4th St.- The Alameda	S-8	The Alameda	Monterey St	III	0.54	$8,576
37	San Juan Bautista Historical Park	S-1	1st St.	Franklin St.	I	0.29	$304,757
38	4th St, - San Jose St.	S-5	4th St.	1st St.	III	0.16	$2,541
39	2nd St.	S-9	San Jose St.	Monterey St	III	0.14	$2,223
40	Union Rd.	U-35	Hwy 156	Cienega Rd.	III	0.00	$0
41	Planned Road 2	H-48	McCloskey Rd.	Flynn Rd.	II	5.61	$199,619
42	Southside Rd.	U-38	Bend in Southside Rd.	Pinnacles Community School	I	0.90	$945,797
43	Steinbeck Dr.	H-45	Westside Blvd.	Line St.	III	0.10	$1,588
44	Meridian St.	U-27	Memorial Dr	End of Meridian St.	III	0.47	$7,464
45	Monterey St.	S-7	4th St.	1st St.	III	0.16	$2,541
46	1st St.	S-2	North St.	Monterey St	II	0.10	$3,558
47	San Juan Hwy	U-17, S-4	Old San Juan Hwy	Ahwahnee St.	II	2.35	$83,619
48	Bridgevale Rd.	U-6, H-4	San Juan Rd.	Central Ave.	II	0.26	$9,252
49	Fallon Rd.	U-25, H-33	Frontage Rd.	Fairview Rd.	III	2.29	$36,367
50	Beverly Dr.	H-51	Hillcrest Rd.	Sunnyslope Rd.	III	0.53	$8,417
51	Santa Ana Rd./Buena Vista Rd.	U-32	Hwy 156	Bend in Buena Vista Rd.	III	0.74	$11,752
52	Planned Road 1	H-46	Fairview Rd.	San Felipe Frontage Rd.	II	2.04	$72,589
53	San Felipe Class I	H-49	Wright Rd.	Flynn Rd.	I	0.84	$882,744
54	Highway 25	U-36	Quien Sabe Rd.	Pinnacles Monument	III	24.50	$389,082
55	Southside School Connection	U-37	San Benito River Trail	Southside School	I	0.68	$714,602
56	Santa Ana Valley Rd.	U-31	John Smith Rd.	Quien Sabe Rd.	III	1.75	$27,792
						Total Tier 3	**$3,725,202**

Source: San Benito County Bicycle and Pedestrian Master Plan, May 2009 for SBCOG by ALTA Planning + Design

Grand Total	**$33,067,561**
Cost of Recreational Trails	**$28,262,882**
Sub-total	**$4,804,679**
New trip percentage of 2035 total trips	**40%**
Net TIMF share	**$1,912,324**

Regional Traffic Impact Mitigation Fee Zones



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 10.

MEETING DATE: 1/24/2017

DEPARTMENT: COUNTY ADMINISTRATION OFFICE

DEPT HEAD/DIRECTOR: Ray Espinosa

AGENDA ITEM PREPARER: Chase Graves

SBC DEPT FILE NUMBER: 119

SUBJECT:

COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Approve out-of-state travel for County Administrative Officer, Ray Espinosa, and Chair of the Board of Supervisors, Jaime De La Cruz, to attend the annual National Association of Counties (NACO) Legislative Conference held in Washington, D.C. from February 25, 2017 - March 1, 2017, in the amount of approximately $7,630.00.

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The NACO Legislative Conference, held annually in Washington, D.C., brings together over 2,000 elected and appointed county officials to focus on federal policy issues that impact counties and their residents. Attendees participate in educational sessions and interact with federal officials. With a new administration in Washington, D.C., it is important for county officials to demonstrate to those on Capitol Hill that federal legislation and policies have a significant impact on counties throughout the United States.

In light of the incoming administration the discussion topics this year include: health care and specifically the Affordable Care Act; technology; transportation; environmental issues;

homelessness; and public lands, among other topics. There will also be forums addressing renewable energy and the prescription drug epidemic. The conference concludes with a trip to Capitol Hill where county officials will have an opportunity to meet with federal officials and demonstrate to the federal legislature that counties care about the policies and legislation being created in Washington, D.C.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

101.15.1010.1000.619.194

CURRENT FY COST:

$7,630.00

STAFF RECOMMENDATION:

Approve out-of-state travel for County Administrative Officer, Ray Espinosa, and Chair of the Board of Supervisors, Jaime De La Cruz, to attend the annual National Association of Counties (NACO) Legislative Conference held in Washington, D.C. from February 25, 2017 - March 1, 2017, in the amount of approximately $7,630.00.

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

Approved per staff recommendation. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
NACO Agenda	1/19/2017	Cover Memo
Requests for Trawel Expenses	1/19/2017	Cover Memo

2017 NACo Legislative Conference

Washington D.C. | February 25 – March 1 | www.NACo.org/Leg

Friday, February 24, 2017

8:30 am to 5:00 pm

Healthy Counties Forum

Maryland Suite A/B

County Leadership: Connecting and Leveraging Opportunities to Improve Health

Counties play an important leadership role in creating and sustaining healthy communities. Recognizing that health goes beyond access to healthcare, this interactive Forum will focus on strategies for addressing social determinants of health—issues such as transportation, social support networks, employment, education, housing and income. County leaders will share how they are addressing health in their communities, experts will examine health improvement tools and attendees will discuss approaches for using social determinants of health to inform policy decisions. Learn how to ensure that policies will make a positive impact in your community and engage in facilitated discussions with experts and thought-leaders about the issues facing your county.

1:30 pm to 4:00 pm

National Association of County Human Services Administrators

Coolidge

3:00 pm to 6:30 pm

CIO Forum and Technology Innovation Summit and Reception

Delaware Suite A/B

5:00 pm to 6:00 pm

Healthy Counties Forum - Reception

Maryland Suite C

5:00 pm to 7:00 pm **Registration Open**

Hall A

Saturday, February 25, 2017

7:00 am to 5:00 pm **Registration Open**

Exhibit Hall A

8:00 am to 9:00 am **Healthy Counties Advisory Board Meeting**

Roosevelt 1/2/3

8:00 am to 9:00 am **Policy Coordinating Committee Meeting**

Roosevelt Room 5

8:00 am to 9:30 am **First Timers Orientation and Breakfast**

Marriott Ballroom Salon 2

8:00 am to 12:30 pm **NACo CIO Forum**

Maryland Suite ABC

8:30 am to 11:30 am **NACCTFO: Morning Session**

Madison A

9:00 am to 10:00 am **Community, Economic and Workforce Development Policy Steering Committee - Resolutions Meeting**

Delaware

9:00 am to 10:00 am **NACHFa Meeting**

Congressional

9:00 am to 10:00 am **Public Lands Policy Steering Committee - Resolutions**

Marriott Ballroom Salon 1

9:00 am to 10:00 am **Transportation Policy Steering Committee - Resolutions**

Washington 1/2/3

9:00 am to 10:30 am **Agriculture and Rural Affairs Policy Steering Committee - Subcommittee Meetings**

Thurgood Marshall South/West

9:00 am to 11:00 am **Environment, Energy and Land Use Policy Steering Committee - Resolutions Meeting**

Lincoln 2/3/4

9:00 am to 12:00 pm **Justice and Public Safety Morning Meeting**

Thurgood Marshall North/East

9:00 am to 5:00 pm **Legislative Information Center**

Wilson C

9:15 am to 10:45 am **Joint Health and Human Services Meeting on Aging**

Lincoln 5/6

9:30 am to 12:00 pm **Finance, Pensions and Intergovernmental Affairs Policy Steering Committee - Subcommittee Meeting**

Washington 4/5

9:30 am to 12:00 pm **Health Policy Steering Committee - Subcommittee Meetings**

Roosevelt Room 1/2/3

9:30 am to 12:00 pm **Human Services and Education Policy Steering Committee - Subcommittee Meetings**

Virginia Suite A/B/C

10:00 am to 12:00 pm **Community, Economic and Workforce Development Policy Steering Committee - Subcommittee Meetings**

Delaware

10:00 am to 12:00 pm

Public Lands Policy Steering Committee - Subcommittee Meetings

Marriott Ballroom Salon 1

10:00 am to 12:00 pm

Transportation Policy Steering Committee - Subcommittee Meetings

Washington 1/2/3

10:30 am to 12:00 pm

Agriculture and Rural Affairs Policy Steering Committee - Business Meeting

Thurgood Marshall South/West

10:30 am to 12:00 pm

Audit Committee Meeting

Roosevelt Room 5

11:30 am to 1:00 pm

Resilient Counties

Marriott Balcony A

Panel on North Carolina Counties' Response to and Early Recovery from Hurricane Matthew

Moderator:

Margaret Larson, EY

Speakers:

Mike Sprayberry, NC Director of Emergency Management

Hon. Ron Wesson, Bertie County, NC Commissioner

TNC Project Update

Speakers:

Nate Woiwode, TNC

Hon. Grover Robinson, Escambia County Commissioner

Discussion with EELU Leadership on strategies to align our programming and priorities

12:00 pm to 1:30 pm

Finance Committee Meeting

Roosevelt Room 5

12:00 pm to 1:30 pm

Lunch Discussion: Addressing Homelessness in Your County

Lincoln 5/6

Stable housing has a critical impact on all aspects of people's lives. This interactive lunch discussion will explore a variety of issues counties are facing related to homelessness, including its causes, the health care needs of homeless individuals, special populations and the overlap with the justice system. National experts will discuss affordable and stable housing options for individuals and families and how to provide the supports and services that are often necessary to maintain such housing. Participants will be asked to share information about their own counties' work on homelessness what questions they have or challenges they are facing.

1:00 pm to 4:00 pm

Environment, Energy and Land Use Policy Steering Committee - Business Meeting

Lincoln 2/3/4

1:00 pm to 5:00 pm

NACo Technology Innovation Summit - Part Two

Maryland Suite A/B/C

1:30 pm to 3:00 pm

Finance, Pensions and Intergovernmental Affairs Policy Steering Committee - Business Meeting

Washington 4/5

1:30 pm to 4:00 pm

Community, Economic and Workforce Development Policy Steering Committee - Business Meeting

Delaware

1:30 pm to 4:00 pm

NACCTFO: Afternoon Session

Madison A

1:30 pm to 4:00 pm

Transportation Policy Steering Committee - Business Meeting

Washington 1/2/3

1:30 pm to 4:30 pm **Health Policy Steering Committee - Business Meeting**

Roosevelt Room 1/2/3

1:30 pm to 4:30 pm **Human Services and Education Policy Steering Committee - Business Meeting**

Virginia Suite A/B/C

1:30 pm to 5:00 pm **Justice and Public Safety Afternoon Meeting**

Thurgood Marshall North/East

2:00 pm to 4:00 pm **Public Lands Policy Steering Committee - Business Meetings**

Marriott Ballroom Salon 1

2:15 pm to 4:00 pm **Telecommunication and Technology Policy Steering Committee - Business Meeting**

Roosevelt Room 5

3:00 pm to 5:00 pm **NACA - National Association of County Administrators Executive Board Meeting**

Congressional

5:00 pm to 5:45 pm **Policy Coordinating Committee Meeting**

Roosevelt 5

5:00 pm to 7:00 pm **Colorado Caucus**

Delaware

Sunday, February 26, 2017

7:00 am to 8:00 am **Non-Denominational Worship Service**

Washington 4/5

7:00 am to 4:00 pm	**Registration Open** Exhibit Hall A
8:00 am to 9:15 am	**Aetna / Healthy Counties Breakfast** Virginia
8:00 am to 9:30 am	**Gulf States Counties and Parishes Caucus** Lincoln 5
8:00 am to 9:30 am	**Immigration Reform Task Force** Roosevelt Room 1/2/3
9:00 am to 12:00 pm	**Rural Action Caucus** Thurgood Marshall North/East
9:00 am to 5:00 pm	**Legislative Information Center** Wilson C
9:30 am to 11:00 am	**GIS Subcommittee** Delaware Suite A/B
9:30 am to 12:00 pm	**Large Urban County Caucus** Marriott Ballroom Salon 1
10:00 am to 12:00 pm	**National Association of County Information Officers (NACIO) Business Meeting** Hoover
11:00 am to 12:00 pm	**IT Standing Committee Meeting** Washington 4/5
12:00 pm to 1:30 pm	**Membership Committee Meeting** Lincoln 3/4

12:00 pm to 3:00 pm

NOBCO/NABCO

Maryland Suite A/B/C

12:30 pm to 2:00 pm

North Carolina Association of Black County Officials Business Meeting

McKinley

1:00 pm to 3:00 pm

Townhall on the Opioid Epidemic: Leading in a Crisis

Marriott Ballroom Salon 1

In countless communities across the nation, abuse of prescription drugs and heroin has reached epidemic levels, leading to unprecedented rates of drug overdoses and related fatalities. As this public health crisis has unfolded, local leaders are taking the lead in formulating effective responses to opioid abuse. Much progress has been made on this front, but much work remains to be done. During this audience-focused townhall, NACo members will discuss local stories, successes and challenges with an expert panel that includes several members of the National City-County Task Force on the Opioid Epidemic. Attendees are encouraged to review the Task Force's report and recommendations, titled A Prescription for Action and available at www.opioidaction.org, prior to the meeting.

1:00 pm to 3:30 pm

Western Interstate Region Board of Directors Meeting

Thurgood Marshall South/West

1:00 pm to 4:30 pm

Persuasion: A Workshop in Advanced Communication Skills for County Officials

Virginia ABC

Persuasion is the keystone of diplomacy. Whether you're a newly elected county official or a long-standing one, the more honed your skills are in persuading people, the more effective you will be in your job. This highly interactive session goes beyond theory – it also gives you the opportunity to learn within the context of the specific people you would like to be able to persuade more effectively.

Pre-Registration is closed for this workshop.

Speakers

Brie Barker
Learning and Development Specialist, 4 Forward

1:30 pm to 3:00 pm **Arts and Culture Commission Meeting**

Delaware Suite A/B

1:30 pm to 3:00 pm **National Association of County Civil Attorneys Meeting**

Washington 3

1:30 pm to 3:00 pm **National Association of County Information Officers (NACIO) Roundtable Discussion**

Hoover

1:30 pm to 3:00 pm **National Association of County LGBT Leaders and Allies Policy Roundtable**

Roosevelt Room 1/2/3

1:30 pm to 3:00 pm **NCCAE Continuting Education Workshop**

Coolidge

1:30 pm to 3:00 pm **Programs and Services Committee Meeting**

Lincoln 5

1:45 pm to 3:15 pm **State Association Meeting Planners Meeting**

Washington 1

2:30 pm to 5:00 pm **NACA - National Association of County Administrators Idea Exchange**

Washington 2

3:00 pm to 4:30 pm **State Association Deputy Directors and Staff Meeting**

Washington 1

3:00 pm to 4:45 pm **NACo Board Forum**

Thurgood Marshall North/East

3:30 pm to 5:30 pm **Veterans and Military Services Committee Meeting**

Maryland Suite A/B/C

4:00 pm to 5:30 pm **Alabama Caucus and Reception**

Marriott Balcony B

4:00 pm to 5:30 pm **Minnesota Caucus**

Washington 6

4:45 pm to 5:45 pm **NextGen Business Meeting**

Roosevelt 4

5:30 pm to 6:30 pm **NACA - National Association of County Administrators Reception**

Marriott Balcony A

5:45 pm to 6:45 pm **NACo NextGen and CLI Reception**

Roosevelt 5

Monday, February 27, 2017

7:30 am to 8:30 am **Central Region Caucus Meeting**

Virginia Suite A/B/C

7:30 am to 8:30 am **Northeast Region Caucus Meeting**

Lincoln 3/4

7:30 am to 8:30 am **South Region Caucus Meeting**

Delaware Suite A/B

7:30 am to 8:30 am **West Region Caucus Meeting**

Maryland Suite A/B/C

7:30 am to 8:30 am

WON Breakfast

Thurgood Marshall North/East

7:30 am to 9:30 am

NAHCO Business Meeting with Census Presentation by NALEO

Coolidge

7:30 am to 3:30 pm

Registration Open

Exhibit Hall A

9:00 am to 10:30 am

General Session

Marriott Ballroom Salon 1/2/3

9:00 am to 5:00 pm

Legislative Information Center

Wilson C

10:30 am to 12:00 pm

NCCAE Business Meeting

Roosevelt 1/2/3

10:45 am to 12:00 pm

Building Leadership: Creating a Collaborative County Government

Virginia Suite A/B/C

Newly elected county officials quickly become members of a close-knit team that is frequently in the public eye. While county officials are not expected to see eye-to-eye, they must be able to work together on behalf of their constituents. This means building a supportive team environment that allows for rational discussion and effective decision-making. This session will introduce elected officials to a variety of tools and strategies for building a strong and effective county government.

Speakers

Pam Mood
Instructor, 4Forward Inc

10:45 am to 12:00 pm

Healthy and Inclusive Neighborhood Development: A 'How to' Discussion for Elected Officials

Lincoln 2

This session will explore federal and local tools for advancing strong housing policies that promote equitable development and are responsive to local community needs. Counties play a key role in promoting regional collaboration in economic mobility, and we have invited county leaders to share successful strategies they have used to promote access to housing, jobs and other essential services. Join current and former elected officials and well as leaders representing public housing authorities and the U.S. Department of Housing and Urban Development to discuss the hope and the challenge of creating inclusive neighborhoods that allow all families to reach their full potential. This interactive discussion will be facilitated by the Ford Foundation.

10:45 am to 12:00 pm

Managing Your County Manager: How to Retain Management Talent

Lincoln 5

County boards in more than 1,300 counties appoint county administrators/managers to help with the increasing complexity of county operations. Most often, county administrators implement the board's policy, run the daily operations of the county and prepare the annual budget. In partnership with the National Association of County Administrators (NACA), this session will discuss the factors behind the retention of county administrators/managers and strategies for county boards to work together with their appointed personnel toward long and stable relationships in serving the community.

Speakers

Patricia Hamilton, CAE
Executive Director, West Virginia Association of Counties

Ian Coyle
County Administrator, Livingston County, NY

The Hon. Keith Carson
Supervisor, Alameda County, CA

10:45 am to 12:00 pm

More than Manners: Counties Advancing Civility at the Local Level

Maryland Suite A/B/C

County innovations would be all but impossible without a fundamental value that enables us to govern well: civility. Polarization and the lack of civility at the national level has crept into the governing process at the local level, and counties play a vital role in addressing these national conditions in our communities. Join us for an examination of civility today and learn how county leaders can foster civil discourse and respect for others, especially when we disagree.

Speakers

The Hon. Bryan Desloge
NACo President; Commissioner, Leon County, Fla.

Christie Lassen
Director of Public Relations, Howard County Library System

Liz Joyner
Executive Director, Village Square

10:45 am to 12:00 pm

NACo International Economic Development Task Force Meeting

Lincoln 3/4

In an increasingly globalized world, foreign direct investment and exports are a major part of the U.S. economy. From employment in U.S. subsidiaries of foreign businesses, to jobs in U.S. companies exporting abroad, international trade brings many jobs to county economies. Counties play an essential role in creating the business-friendly environment for these activities, which includes investing in necessary infrastructure, economic and workforce development and zoning.

Similar to last year's IED Task Force meeting, the Task Force will hold a special speed-networking event with representatives of six industry groups from three different countries: Canada, Chile and South Africa. These representatives will talk with county officials about the investment interests of foreign businesses in the United States, what export opportunities exist and what counties can do to foster the international side of their economy. The meeting will be structured in 15 minute sessions that allow county officials to network directly and in small groups with the industry representatives, foster connections and learn how they can encourage economic growth through international investment. This session is open to all conference participants. We are looking forward to an exciting and productive meeting!

10:45 am to 12:00 pm

Outlook for Federal Legislative and Policy Issues Impacting Counties

Lincoln 6

10:45 am to 12:00 pm

Reinvesting Justice Dollars to Reduce Mental Illness in Jails

Delaware Suite A/B

More than 300 counties have passed resolutions to join the national Stepping Up Initiative to reduce the number of people with mental illnesses in their jails. These and many other counties across the country are looking for innovative ways to fund their efforts. Some counties are leveraging state and local justice reinvestment initiatives to bring much-needed dollars into their county to start or enhance programs and policies to impact this population. In this workshop, hear from peers who have been able to make justice reinvestment work for their county's efforts to reduce mental illness in their jails.

12:00 pm to 1:30 pm

Attendee Luncheon

Marriott Ballroom

Join your colleagues at this fun luncheon and enjoy a performance by the Capitol Steps. The Capitol Steps began as a group of Senate staffers who set out to satirize the very people and places that employed them. Although not all of the current members of the Steps are former Capitol Hill staffers; taken together the performers have worked in a total of eighteen Congressional offices and represent 62 years of collective House and Senate staff experience.

1:45 pm to 3:00 pm

Achieving Health and Wealth: New Solutions for Counties

Lincoln 2

Counties have traditionally attracted and retained top employee talent by offering top benefit packages, but taking care of employee benefits has become more challenging. Fulfilling the promise of providing a comfortable retirement with continued access to excellent health insurance may be one of the toughest challenges faced by counties. Through valuable NACo partnerships with Nationwide and Optum, new solutions for a new era will be discussed and explored in this session.

1:45 pm to 3:00 pm

How to Create Stories to Move Lawmakers' Hearts, Minds and VOTES

Maryland Suite A/B/C

People have trouble remembering facts, but they never forget a good story. Effective advocacy appeals to the heart, as well as the head and political health, of the legislator. Learn how to organize and present your story through the tactics used by actors. This presentation includes the seven key elements of public policy advocacy storytelling, and walks participants through an exercise to develop their own personal story to move the hearts, minds and VOTES of lawmakers.

1:45 pm to 3:00 pm

Navigating a New Era of Crisis Communications: How to Manage Non-traditional Events

Roosevelt 1/2/3

The world is increasingly complex. An incident in one county can rapidly become an national crisis, fueled by 24 hour news media coverage, and the proliferation of mass media.

Governments are faced with an unrelenting expansion of communications media. Planning ahead and protecting citizens from risk is becoming ever more demanding. Pandemics, popular uprisings, and the disruption of essential services are but some of the unpredictable events that have left governments looking vulnerable and unprepared.

This workshop will explore crisis management and the way in which communication can be used as a crisis management tool. The aim is to ensure that participants will be better able to work with colleagues to develop and deliver straightforward, practical communication strategies for managing crises.

1:45 pm to 3:00 pm

Overcoming Barriers to Integrate and Share Justice and Health Data

Lincoln 5

Using data and analysis to reduce incarceration is a cornerstone of two national NACo initiatives, Stepping Up and Data-Driven Justice. The value of data integration and analysis is taking on increasing importance in county efforts to connect justice-involved individuals with the appropriate community-based treatment and support services to break the cycle of incarceration. In this workshop, explore how to overcome challenges surrounding the sharing of justice, health and behavioral health information as well as different approaches to data integration, system sharing and analysis that can improve decision making across county systems.

Speakers

Maury Thompson

Assistant County Manager, Johnson County, Kan.

Lynn Overmann

Vice President of Data-Driven Justice, The Laura and John Arnold Foundation

Wanda Hunter

Assistant County Administrator for Citizen Services, Leon County, Fla.

1:45 pm to 3:00 pm

Revenue Caps, Mandates and More: Lessons Learned and County Revenue Solutions

Delaware Suite A/B

Counties are increasingly caught between more state and federal unfunded mandates and state limits on their ability to raise revenue. Years after the Great Recession, revenues have not recovered in many counties, while costs of mandated services are rising faster than inflation. This session explores trends in county fiscal conditions, together with a look at state caps on county revenue authority, state and federal mandates, fiscal challenges on the horizon and the revenue solutions counties are implementing around the country. This workshop also provides a toolkit with talking points and evidence on these issues and includes a panel of county elected and appointed officials to provide different perspectives from around the country.

Speakers

Debbi Roberts-McGinnis
Collector of Revenue, Polk County, MO; President, NACCTFO

Tim Hemstreet
County Administrator, Loudoun County, VA

1:45 pm to 3:00 pm

Understanding the Role of Mega-Regions in Economic Development and Transportation

Lincoln 6

This session will give counties an understanding of mega-regions (i.e. large networks of metropolitan regions that are combined because they may have similar economic, cultural, environmental and infrastructure systems) and how they can help counties to grow their economies by improving their transportation connectivity and mobility. It will explore strategies for multijurisdictional cooperation, stakeholder involvement, freight movement and transportation infrastructure investments. The panel will discuss national and international trends and highlight case studies of mega-region planning and investment by counties.

1:45 pm to 4:00 pm

NACo Board of Directors Meeting

Thurgood Marshall South/West

1:45 pm to 5:00 pm

Master Class: Transforming Public Leadership Through Integrity and Civility

Virginia Suite A/B/C

Building upon this past fall's Leadership Development Series, Understanding Integrity and Civility led by Stuart Brody, NACo is offering this deeper dive into the skills of decision-making at it relates to civility. In an intimate setting, and through interactive exercises, participants will personally develop principles by which solutions to complex problems are found and the rules by which discourse is conducted. Participants will develop a deeper understanding of the meaning of "integrity" and "civility" as practice skills and learn how to apply them consistently.

Please note: This class is full

Speakers

Stuart Brody
Founder, Integrity Intensive

3:15 pm to 4:30 pm

Aligning Strategy, Culture and Customer Experience in Government

Lincoln 3/4

Change leaders like you have high expectations, a vision of the possible and urgency to engage others. Join top-rated speaker Robin Lawton for this stimulating and entertaining session and experience a pragmatic approach that will strengthen your ability to achieve strategic outcomes taxpayers will notice and employees will enthusiastically deploy.

3:15 pm to 4:30 pm

Building a Culture of Health through Cross-Sector Collaboration

Lincoln 6

Transportation, social support networks, employment, education, housing and income contribute to up to 40 percent of a person's overall health, and county policies can significantly impact these social determinants. Many counties have fostered collaboration across the numerous sectors that affect social determinants in order to build healthier communities. These counties will share how they expanded the definition of health in their counties to create a county-wide culture of health.

3:15 pm to 4:30 pm

County Economies 2016

Lincoln 2

This session will explore the latest economic data for counties for 2016 and explain how to use NACo's County Economies toolkit. We will discuss the findings of the analysis of the recovery across the 3,069 county economies in 2016 and explain the county maps, data and profiles available through NACo's County Explorer interactive map. Come and learn how NACo members can use the County Economies maps and profiles for advocacy, benchmarking and communication purposes. Bring your laptop or tablet!

Speakers

Emilia Istrate
Research Director

3:15 pm to 4:30 pm

Enhancing the Security of your County in 2017

Roosevelt 1/2/3

Security demands continue to grow in the public sector, both in law enforcement and cyber security challenges. This interactive session will explore new solutions to provide enhanced security to your county and citizens in 2017.

3:15 pm to 4:30 pm

How to Create a Local Event that will Attract a Member of Congress and Staff

Lincoln 5

CMF research shows that members of Congress use visits to local facilities as one of the most valuable ways to collect constituent views and opinions – more than any other source of information! And yet, how do these events happen? How do groups entice a member of Congress to attend a local event or meet with key stakeholders? This webinar will show you how. A former congressional staffer will walk participants through the steps from inviting legislators to learn about your issues and have a powerful personal experience about the value of your organization in their district or state. Participants will receive a specific checklist for the creation of a successful event.

3:15 pm to 4:30 pm

Is Your County Solar Ready? Strategies for Removing Local Barriers to Solar Energy

Delaware Suite A/B

Despite rapid growth in solar energy markets across the country, solar development is still often limited by local barriers in zoning, permitting and financing. Local soft costs and red tape ultimately raise the price of solar energy systems, which is passed on to residents and businesses. In an effort to become more solar-friendly, many counties are seeking to improve and streamline their local solar policies and processes. Join us for this interactive workshop to dive into best practice examples of strategies and solutions currently being implemented in counties across the country. Participants will also learn more about the SolSmart program as an available resource for counties to gain no-cost technical assistance and receive high-profile national recognition.

3:15 pm to 4:30 pm

Social Security — The Choice of a Lifetime

Maryland Suite A/B/C

The decision regarding how and when to file for Social Security benefits is one of the most important choices you will ever make. It's the choice of a lifetime. This informative session will provide you with updates on the Social Security filing rules that have recevently changed. Attendees will also have the opportunity to complete an assessment and get results emailed to them after the conference.

4:30 pm to 5:30 pm

California Caucus

Washington 5

4:30 pm to 6:00 pm

North Carolina Caucus Meeting

Thurgood Marshall East

5:00 pm to 6:00 pm

National Conference of Republican County Officials (NCRCO) - Business Meeting

Lincoln 3

5:00 pm to 6:30 pm

Wisconsin Counties Association Reception

Marriott Balcony A

5:30 pm to 7:00 pm

New Mexico Association of Counties Reception

Marriott Balcony B

6:00 pm to 7:00 pm

National Conference of Republican County Officials (NCRCO) - Reception

Lincoln 4

6:00 pm to 7:30 pm

NCACC Sponsored Reception

Thurgood Marshall North

7:00 pm to 9:00 pm

LUCC/RAC Reception

Off-Site

Tuesday, February 28, 2017

7:30 am to 1:00 pm

Registration Open

Exhibit Hall A

8:00 am to 9:15 am

Getting Started with County-based Cross-sector Partnerships

Lincoln 2

This workshop is designed for county leaders interested in tackling public problems in collaboration with partners from the business and non-profit sectors in their communities. This workshop will open with a brief presentation from The Intersector Project and be moderated by panel of county leaders who have successfully launched and led cross-sector partnerships. You will learn about the resources available to county leaders seeking to work in partnership, as well as collaborative tactics that are key for the early stages of partnership. The panel will illuminate the different ways in which counties have worked in partnership with business and non-profit partners, and focus on key strategies for mitigating partnership risks and for overcoming challenges.

8:00 am to 9:15 am

Increasing Equity in Your County's Criminal Justice System

Delaware Suite A/B

The criminal justice system disparately impacts low-income individuals and individuals of color in many ways, including through the use of fines and fees and disproportionate rates of arrest, sentencing and detention. Learn from experts and counties that are working to increase equity in local justice systems by improving community engagement, reducing the use of fines and fees and offering opportunities to resolve outstanding warrants or suspended driver's licenses.

Speakers

The Hon. Sally Heyman
Commissioner, Miami-Dade County, Fla.

8:00 am to 9:15 am

Newly Elected, Now What? Tips and Tricks to Making the most of NACo Programs and Services

Maryland Suite A/B/C

Gain insight into issues at the federal level that impact counties and what you can do to stay abreast of important issues. Learn about programs available to counties that are NACo members that help you save money for your county and residents, discover programs that can be implemented that will help address important issues such as opioid abuse, criminal justice reform and health and wellness. As a newly elected official there is so much to learn – our goal is to make it easy and to answer questions as well as direct you to valuable resources.

Speakers

Linda Langston
Director of Strategic Relations

8:00 am to 9:15 am

Supreme Court Local Outlook

Lincoln 5

8:00 am to 9:15 am

Top Things You Wanted to Know About Public Finance but were Afraid to Ask

Lincoln 6

This is the next installment in a series of sessions intended to enhance the financial leadership of elected officials that began at the 2016 NACo Annual conference. Join this session for a high-level overview of debt issuance and the role it can play in your county's capital planning or economic development, as well as learn how a new Congress and Administration can impact public finance. Click here to view the Annual Conference workshop recording (first installment).

9:00 am to 5:00 pm

Legislative Information Center

Wilson C

9:30 am to 11:45 am

General Session

Marriott Ballroom

Featuring Michael Beschloss - Award-winning historian, best-selling author of nine books, New York Times columnist and Emmy-winning contributor to NBC News and the PBS NewsHour. With the largest Twitter following of any historian on earth his site appears on TIME magazine's list of the world's top Twitter feeds. For The New York Times, Beschloss writes a monthly business history column on Sundays and a weekly sports history column on Saturdays. His 2007 book Presidential Courage—which covers nine Presidents from George Washington to Ronald Reagan—was a No. 1 Washington Post best seller, and a three-month New York Times best seller.

Speakers

Michael Beschloss

Award-winning historian, best-selling author of nine books, New York Times columnist and Emmy-winning contributor to NBC News and the PBS NewsHour

12:00 pm to 5:00 pm

Hill Visits

Capitol Hill

1:00 pm to 2:15 pm

Clearing the Way for Big Taxpayer Savings: Considering the Role of Cooperative Purchasing in Procurement

Delaware Suite A/B

Public procurement is a complex, challenging area that combines an ever-changing legislative landscape with budget tightening and the need for maximum transparency. Leading counties seeking to save taxpayer money, to save time, and to access the highest value products, services and cutting-edge technologies have used cooperative purchasing through U.S. Communities to achieve a balanced, successful approach to procurement. In this session, participants will discuss integrating cooperative purchasing in county procurement programs to save money and time, while fully respecting buy-local initiatives, unquestioned transparency and achieving the best value for taxpayers.

1:00 pm to 2:15 pm

Investing in County Priorities: Strategies for Effective Property Tax Administration

Virginia Suite A/B/C

Property tax is the main general revenue source for majority of counties around the country. In partnership with the International Association of Assessing Officers (IAAO), this session will discuss strategies for effective property tax administration, basic terminology, and best practices in valuation methods. Principles of a high-quality, cost-effective property tax system will be covered with emphasis on the critical nature of accurate data. It will also highlight effective online information and research tools for taxpayers to assist in the public's understanding of calculating property taxes and dealing with appeals.

Speakers

The Hon. Randy Ripperger, CAE
President, International Association of Assessing Officers

1:00 pm to 2:15 pm

NACo's County Leadership Institute: Gaining a Deeper Perspective

Maryland Suite A/B/C

The County Leadership Institute (CLI) is in its fourteenth year of developing leaders at the county level. The workshop will provide you with the opportunity to learn about how CLI was developed and why its such a main-stay with county leaders. Discover the principles of the Adaptive Leadership Model, understand how the application process works and learn from members that have been through the program. We hope you will want to take advantage of this outstanding leadership program!

Speakers

Akera Gamble
Leadership Development Manager

Linda Langston
Director of Strategic Relations

1:00 pm to 2:15 pm

Understanding and Shaping the Federal Regulatory Process

Lincoln 2

Due to an increase in the number of federal regulations that impact counties, and the unfunded mandates that accompany these regulations, the federal rulemaking process has become a very complex and daunting experience. Join this session to learn how county officials and employees can navigate and participate in the federal rulemaking process—ensuring that the county voice is heard.

1:00 pm to 2:30 pm

Economic Shock: Lessons Learned from Coal and Timber Counties

Lincoln 5

Many smaller and rural communities across the country have been historically reliant upon one dominant industry or employer for generations. But what happens when the industry faces severe declines or the employer leaves? How can rural places reinvent and diversify local economies to become more resilient to economic shock and create lasting economic development? This session will explore these questions, using lessons learned from transitioning coal and timber communities as case examples.

1:00 pm to 2:30 pm

Using Data to Create Effective Health Policies

Lincoln 6

Transportation, social support networks, employment, education, housing and income contribute to up to 40 percent of a person's overall health, and county policies can significantly impact these social determinants. Many counties have fostered collaboration across the numerous sectors that affect social determinants in order to build healthier communities. These counties will share how they expanded the definition of health in their counties to create a county-wide culture of health.

2:00 pm to 4:00 pm

Hill Briefing on Counties and the Future of Transportation Technology (tentative)

TBD

4:00 pm to 6:00 pm

Former County Official Members of Congress Reception

TBD

6:30 pm to 9:00 pm

NACo President's Reception

Marriott Ballroom

Get ready to dance the night away to our conference favorites - No Bad Ju Ju! You'll enjoy some special D.C. only VIPs: Washington Nationals Racing Presidents, Teddy, Abe, Jefferson, Taft and George Washington, while enjoying food and drinks with old and new friends.

Wednesday, March 1, 2017

8:00 am to 5:00 pm

Hill Visits

Capitol Hill

8:15 am to 11:30 am **NACo Open House**

660 N. Capitol Street

TO: Honorable Board of Supervisors, County of San Benito

DATE: February 7, 2017

Pursuant to Section 24058 of the Government Code, State of California, request is hereby made for an order by your honorable body making the expenses of attending the following meeting/conference, a charge against the County of San Benito:

Person(s) & Department Incurring Expense	**Dates**	**Location and Nature of Meeting**
Jaime De La Cruz, Board of Supervisor	February 23 thru March 2, 2017	2017 NACO Legislative Conference in Washington, D.C.

ESTIMATED COSTS: ☒ GENERAL FUND ☐ IF OTHER, PLEASE SPECIFY

_____

REGISTRATION:	$540		
MILEAGE:	$175		
LODGING:	$2000		
MEALS:	$450		
AIRFARE:	$500		
Other:	$150	Cab/Shuttle	Airport Parking
TOTAL:	**$3,815.00**		

☐ APPROVED ☐ NOT APPROVED

SIGNATURE: _____

TITLE: _____

DATE: _____

TO: Honorable Board of Supervisors, County of San Benito

DATE: February 7, 2017

Pursuant to Section 24058 of the Government Code, State of California, request is hereby made for an order by your honorable body making the expenses of attending the following meeting/conference, a charge against the County of San Benito:

Person(s) & Department Incurring Expense	**Dates**	**Location and Nature of Meeting**
Ray Espinosa, County Administrative Officer	February 23 thru March 2, 2017	2017 NACO Legislative Conference in Washington, D.C.

ESTIMATED COSTS: ☒ GENERAL FUND ☐ IF OTHER, PLEASE SPECIFY

_____

REGISTRATION:	$540		
MILEAGE:	$175		
LODGING:	$2000		
MEALS:	$450		
AIRFARE:	$500		
Other:	$150	Cab/Shuttle	Airport Parking
TOTAL:	**$3,815.00**		

☐ APPROVED ☐ NOT APPROVED

SIGNATURE: _____

TITLE: _____

DATE: _____

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 11.

MEETING DATE: 1/24/2017

DEPARTMENT: COUNTY COUNSEL

DEPT HEAD/DIRECTOR: Matthew W. Granger

AGENDA ITEM PREPARER: Barbara Thompson

SBC DEPT FILE NUMBER: 160

SUBJECT:

COUNTY COUNSEL'S OFFICE - M. GRANGER
Approve amendment No. 2 to legal services agreement with Shute, Mihaly and Weinberger, LLP in the additional amount not to exceed $5,000 (for a total contract amount up to $25,000) for the Class 1 landfill contract.
SBC FILE NUMBER: 160

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The County currently has two contracts with Shute Mihaly related to solid waste. The first contract is related to the Class 3 landfill.

The second contract for work related to the Class 1 landfill needs to be amended and increased by the amount of $5,000, to a new total of $25,000, from the existing total amount of $20,000.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Approve amendment to legal services agreement with Shute, Mihaly and Weinberger, LLP in the additional amount not to exceed $5,000 (for a new total amount of $25,000).

ADDITIONAL PERSONNEL:

BOARD ACTION RESULTS:

Approved per staff recommendation. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
amendment no. 2	1/17/2017	Contract Amendment
signed amendment no. 1	1/17/2017	Standard Contract
Original Contract	9/2/2016	Backup Material

AMENDMENT TO CONTRACT
#___2___

The County of San Benito ("COUNTY") and Shute Mihaly & Weinberger ("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 20, 2016.

b. Prior Amendments. (Check one.)
[ ] The initial contract previously has not been amended.
[X] The initial contract previously has been amended. The date(s) of prior amendments are as follows: September 13, 2016

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.)
[X] 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.)
[X] 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:
(Insert modified or new services.)

[ ] 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.

[X] The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

[X] The payment terms are modified only as specified below:

Modified or New Payment Terms:

The original contract and amendment no. 1 authorized legal services in the amount not to exceed $20,000. That amount is now authorized in the amount not to exceed $25,000.

[ ] 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: (Specify)

d. **Other Terms.** (Check one.)

[X] 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

Name/Title: Tamara S. Galanter, Partner — Date: 1/5/17

COUNTY
San Benito County Board of Supervisors

Jaime De La Cruz, Chair — Date

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

Barbara J. Thompson — Date: 1/17/17

Assistant County Counsel

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 Shute Mihaly & Weinberger ("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 20, 2016.

b. Prior Amendments. (Check one.)
[X] 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.)
[X] 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.)
[X] 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:
(Insert modified or new services.)

[ ] 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.

[X] 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:

The original contract authorized legal services in the amount not to exceed $10,000. That amount is now authorized in the amount not to exceed $20,000.

[ ] 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: (Specify)

d. **Other Terms.** (Check one.)

[X] 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~~

Name/Title: Tamara S. Galanter, Partner

9/6/16
Date

COUNTY
San Benito County Board of Supervisors

Robert Rivas, , Chair

9/13/16
Date

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

Barbara Thompson
Barbara J. Thompson
Assistant County Counsel

9/6/16
Date

EXHIBIT 1
TO AMENDMENT #_____

ORIGINAL CONTRACT

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

SHUTE, MIHALY
& WEINBERGER LLP

396 HAYES STREET, SAN FRANCISCO, CA 94102
T: (415) 552-7272 F: (415) 552-5816
www.smwlaw.com

TAMARA S. GALANTER
Attorney
galanter@smwlaw.com

ATTORNEY-CLIENT COMMUNICATION
PRIVILEGED AND CONFIDENTIAL

June 20, 2016

Barbara Thompson
Assistant County Administrative Officer
Acting Assistant County Counsel
San Benito County
County Administration Building
481 4th St., 1st Floor
Hollister, CA 95023-3840

Re: Legal Retainer Agreement

Dear Barbara:

This letter sets forth the terms under which Shute, Mihaly & Weinberger LLP ("Firm") will provide legal services to the County of San Benito ("Client") in connection with the Class 1 area of the John Smith Road Landfill, owned by the City of Hollister ("Class 1 facilty"). If you agree to the terms of this retainer agreement ("Agreement"), please sign this letter and return it to me at your earliest convenience.

1. Legal Services to Be Provided

The Firm is retained to provide Client the following legal services: advise Client regarding the post closure permit and cost issues related to the Class 1 facility and provide other advice regarding the Class 1 facility as requested by Client.

2. Legal Fees, Costs and Billing Practices

The Firm's hourly billing rates for these services will be as follows:

Partner	$275

Jr. Partner	$255
Associate III	$245
Associate II	$235
Associate I	$205
Planner	$180
Paralegal	$110
Law Clerk	$70

Fees will not exceed $10,000 without further authorization from Client. Fees will be charged in increments of one-tenth of an hour. The Firm will annually increase these billing rates consistent with any annual increase in the Consumer Price Index (October over October time period) for All Urban Consumers (not seasonally adjusted) San Francisco-Oakland-San Jose area (1982-1984 = 100) as published by the Bureau of Labor Statistics, U.S. Department of Labor, rounded to the nearest whole $1. The Firm will implement the increase each year on January 1st, or as soon thereafter as the CPI information is published. If Client declines to pay for the Firm's services at any increased rates, the Firm will have the right to withdraw as Client's attorneys. The Firm has errors and omissions insurance coverage applicable to the services being provided under this Agreement.

Client will also reimburse Firm for costs incurred in the course of representation, including fees fixed by law or assessed by public agencies, long-distance telephone, facsimile, messenger services, postage, photocopying, and charges for electronic legal research time. In the event of out of town travel, Client agrees to pay all transportation costs, lodging, parking, and meals, as well as the hourly rates for attorney travel time. The Firm will provide detailed monthly billing statements for fees and costs incurred. Client agrees to pay the Firm's billed costs and fees within thirty (30) days following billing.

3. Authorized Representative of Client

Client designates Barbara Thompson as the authorized representative to direct the Firm and to be the primary person to communicate with the Firm regarding the subject matter of this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between the Firm and other representatives of Client. Unless directed otherwise by Client, all correspondence and bills will be directed to the authorized representative.

4. Discharge and Withdrawal

Client may discharge the Firm at any time by providing written notice to the Firm, which is effective upon receipt by the Firm. In the event of such discharge, if the Firm is Client's attorney of record in any proceeding, the Firm will promptly provide Client with a substitution of attorney form. Client will execute and return the substitution of attorney form immediately upon receipt from the Firm.

The Firm may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of California. A valid reason for withdrawal by the Firm would include, but not be limited to, Client's consent, Client's breach of this Agreement, Client's failure to pay fees and costs as provided in this Agreement, Client's conduct renders it unreasonably difficult for the Firm to carry out the representation effectively, or any fact or circumstances that would render the Firm's continuing representation unlawful or unethical. At such time as the Firm's services conclude, all unpaid fees for legal and related services and costs and expenses will immediately become due and payable.

5. Case File

After the Firm's services conclude, the Firm will, upon Client's request, deliver the file for this matter to Client. If Client does not request the file for this matter, the Firm will retain it for a period of five years after the matter is closed. If Client does not request delivery of the file for this matter before the end of the five-year period, the Firm will have no further obligation to retain the file and may, at the Firm's discretion, destroy it without further notice to Client. At any point during the five-year period, Client may request delivery of the file. If Client so requests, paper copies of original documents (or the originals themselves) will be provided free of charge. Client agrees to pay for any additional fees or costs incurred to produce electronic files, if Client requests those files.

6. No Guarantee

Nothing in this Agreement and nothing in the Firm's statements to Client will be construed as a promise or guarantee about the outcome of this matter. The Firm makes no such promises or guarantees.

7. Conflicts Waiver

Please be advised that our Firm represents public agencies and private organizations in land use and environmental matters throughout California. Accordingly, it is agreed, and you hereby consent, that our attorney-client relationship with you in this matter will not serve as a basis for the Firm's disqualification from representing other clients or parties in any legal proceedings, cases, controversies, or matters, other than those in which we represent you, except if and to the extent absolutely and non-waivably required by the Rules of Professional Conduct.

As we have discussed, the Firm has represented and will likely continue to represent San Benito Rising in connection with a ban on the use of land in San Benito County for fracking and other high intensity petroleum operation ("fracking matter"). We do not believe that there is any conflict of interest between our representation of Client in this matter and our work for San Benito Rising. Moreover, we do not believe that we have received any confidential communication from San Benito Rising that would be relevant to this matter. Although the fracking matter and this matter are unrelated and are unlikely to result in the firm obtaining any confidential information from San Benito Rising relevant to our representation of Client, our representation of Client in this matter will put the Firm in a position of representing two clients whose interests are potentially adverse. Notwithstanding the absence of any risk to confidential information, this situation does give rise to the possibility of divided loyalty on the part of our Firm.

Although we are not aware of any actual or reasonably foreseeable adverse effects of such potential divided loyalty in this case, it is possible that such effects may arise. Because it is at least arguably possible that an actual or potential conflict of interest could develop in the future between our work for San Benito Rising in the fracking matter and our work for Client, we have decided to seek Client's informed written consent to that work prior to undertaking any work on this matter.

Should an actual conflict arise, we will endeavor to apprise you promptly of the conflict. In the event that an actual conflict of interest should arise, by signing this letter Client consents to the Firm's continued representation of San Benito rising in the fracking matter. Client further agrees not to assert any such conflict of interest or to seek to disqualify us from representing San Benito Rising in the fracking matter, notwithstanding any adversity that may develop in the future.

Of course, you have the option of retaining separate counsel in this matter. Notwithstanding the risks described in this letter, you have advised us that you do not wish to seek other counsel at this time. I encourage you to seek independent counsel regarding the import of this consent, if you so desire, and would emphasize that you remain completely free to seek independent counsel at any time even if you decide to sign this Agreement.

By signing and returning this Agreement, you will consent to and waive any conflicts arising from this Firm's simultaneous representation of Client in this matter and San Benito Rising in the fracking matter and to this Firm's continued and future representation of San Benito Rising with regard to the fracking matter, and agree not to assert any conflict of interest or otherwise seek to disqualify this firm from representing San Benito Rising in the fracking matter notwithstanding any adversity that may develop in the future.

This agreement will be effective when it is signed by you. However, this agreement will apply to any services we may provide in connection with the engagement before the effective date.

We look forward to working with you on this matter. If this Agreement is satisfactory, please sign and return the executed agreement to me.

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP

Tamara S. Galanter

ACCEPTED AND AGREED:

Barbara Thompson

Barbara Thompson
Assistant County Administrative Officer
Acting Assistant County Counsel

Date: 6/20/16

SHUTE, MIHALY
& WEINBERGER LLP

396 HAYES STREET, SAN FRANCISCO, CA 94102
T: (415) 552-7272 F: (415) 552-5816
www.smwlaw.com

TAMARA S. GALANTER
Attorney
galanter@smwlaw.com

ATTORNEY-CLIENT COMMUNICATION
PRIVILEGED AND CONFIDENTIAL

June 20, 2016

Barbara Thompson
Assistant County Administrative Officer
Acting Assistant County Counsel
San Benito County
County Administration Building
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7. Conflicts Waiver

Please be advised that our Firm represents public agencies and private organizations in land use and environmental matters throughout California. Accordingly, it is agreed, and you hereby consent, that our attorney-client relationship with you in this matter will not serve as a basis for the Firm's disqualification from representing other clients or parties in any legal proceedings, cases, controversies, or matters, other than those in which we represent you, except if and to the extent absolutely and non-waivably required by the Rules of Professional Conduct.

As we have discussed, the Firm has represented and will likely continue to represent San Benito Rising in connection with a ban on the use of land in San Benito County for fracking and other high intensity petroleum operation ("fracking matter"). We do not believe that there is any conflict of interest between our representation of Client in this matter and our work for San Benito Rising. Moreover, we do not believe that we have received any confidential communication from San Benito Rising that would be relevant to this matter. Although the fracking matter and this matter are unrelated and are unlikely to result in the firm obtaining any confidential information from San Benito Rising relevant to our representation of Client, our representation of Client in this matter will put the Firm in a position of representing two clients whose interests are potentially adverse. Notwithstanding the absence of any risk to confidential information, this situation does give rise to the possibility of divided loyalty on the part of our Firm.

Although we are not aware of any actual or reasonably foreseeable adverse effects of such potential divided loyalty in this case, it is possible that such effects may arise. Because it is at least arguably possible that an actual or potential conflict of interest could develop in the future between our work for San Benito Rising in the fracking matter and our work for Client, we have decided to seek Client's informed written consent to that work prior to undertaking any work on this matter.

Should an actual conflict arise, we will endeavor to apprise you promptly of the conflict. In the event that an actual conflict of interest should arise, by signing this letter Client consents to the Firm's continued representation of San Benito rising in the fracking matter. Client further agrees not to assert any such conflict of interest or to seek to disqualify us from representing San Benito Rising in the fracking matter, notwithstanding any adversity that may develop in the future.

Of course, you have the option of retaining separate counsel in this matter. Notwithstanding the risks described in this letter, you have advised us that you do not wish to seek other counsel at this time. I encourage you to seek independent counsel regarding the import of this consent, if you so desire, and would emphasize that you remain completely free to seek independent counsel at any time even if you decide to sign this Agreement.

By signing and returning this Agreement, you will consent to and waive any conflicts arising from this Firm's simultaneous representation of Client in this matter and San Benito Rising in the fracking matter and to this Firm's continued and future representation of San Benito Rising with regard to the fracking matter, and agree not to assert any conflict of interest or otherwise seek to disqualify this firm from representing San Benito Rising in the fracking matter notwithstanding any adversity that may develop in the future.

This agreement will be effective when it is signed by you. However, this agreement will apply to any services we may provide in connection with the engagement before the effective date.

We look forward to working with you on this matter. If this Agreement is satisfactory, please sign and return the executed agreement to me.

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP

Tamara S. Galanter

ACCEPTED AND AGREED:

Barbara Thompson

Barbara Thompson
Assistant County Administrative Officer
Acting Assistant County Counsel

Date: 6/20/16

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 12.

MEETING DATE: 1/24/2017

DEPARTMENT: COUNTY COUNSEL

DEPT HEAD/DIRECTOR: Matthew W. Granger

AGENDA ITEM PREPARER: Barbara Thompson

SBC DEPT FILE NUMBER: 160

SUBJECT:

COUNTY COUNSEL'S OFFICE - M. GRANGER
Approve amendment No. 1 of legal services agreement with Shute, Mihaly and Weinberger, LLP in the amount not to exceed $50,000, for a new total amount not to exceed $100,000, to provide specialized legal advice in the area of solid waste.
SBC FILE NUMBER: 160

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Approve Amendment No. 1 to the contract with Shute, Mihaly and Weinberger for work related to the Class 3 landfill.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Approve Amendment No. 1 to increase the scope of the contract by an additional $50,000, with Shute, Mihaly and Weinberger, LLP, for a new contract total not to exceed $100,000.

ADDITIONAL PERSONNEL:

BOARD ACTION RESULTS:

Approved per staff recommendation. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
Amendment No. 1	1/17/2017	Standard Contract
Original Contract	1/17/2017	Standard Contract

AMENDMENT TO CONTRACT
1

The County of San Benito ("COUNTY") and Shute Mihaly & Weinberger ("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 February 23, 2016.

b. Prior Amendments. (Check one.)
[X] 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.
[X] The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2017, to a new expiration date of June 30, 2018.

b. Scope of Services. (Check one.)
[X] 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:
(Insert modified or new services.)

[ ] 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.

[X] The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

[X] The payment terms are modified only as specified below:

Modified or New Payment Terms:

The original contract and amendment authorized legal services in the amount not to exceed $50,000. That amount is now authorized in the amount not to exceed $100,000.

[ ] 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: (Specify)

d. **Other Terms.** (Check one.)

[X] 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

Name/Title: Tamara S. Galanter, Partner — Date: 1/5/17

COUNTY
San Benito County Board of Supervisors

Jaime De La Cruz, Chair — Date

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

Barbara J. Thompson
Assistant County Counsel — Date: 1/17/16

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 Shute, Mihaly & Weinberger, LLP ("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 February 23, 2016, and end on June 30, 2017, 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: $1,000,000

6. **Termination.**

The number of days of advance written notice required for termination of this contract is 0. Termination of this contract shall be governed by the terms set forth in Attachment "D".

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

[ ] There are no additional provisions to this contract.

[X] 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. To the extent that Attachment "D" conflicts with any other provision in this contract, Attachment "D" shall prevail.

[ ] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in 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: Barbara Thompson

Title: Assistant County Counsel

Address: 481 Fourth St., 2nd Floor

Hollister, California 95023

Telephone No.: 831-636-4040

Fax No.: 831-636-4044

Contract Administrator for CONTRACTOR:

Name: Tamara Galanter

Title: Partner, Shute, Mihaly & Weinberger LLP

Address: 396 Hayes Street

San Francisco, CA 94012-4421

Telephone No.: 415-552-7272 x 239

Fax No.: 415-552-5816

SIGNATURES

APPROVED BY COUNTY:

Name: Robert Rivas

Chair, San Benito County Board of Supervisors

Date: 2/23/16

~~APPROVED~~ BY CONTRACTOR:

Tamara Galanter

Title: Partner, Shute, Mihaly & Weinberger LLP

Tax I.D

94-2647744

Date: February 5, 2016

APPROVED AS TO LEGAL FORM:
Matthew W. Granger, San Benito County Counsel

Barbara Thompson

By: Barbara Thompson, Assistant County Counsel

Date: 2/16/16

ATTACHMENT A
Scope of Services

1. Provide legal counsel as assigned by the County Counsel Office related to the San Benito County Landfill. All communications with the County, its employees and contractors, shall be coordinated through the County Counsel's office.

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.
[X] 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

[X] a total sum not to exceed $ 50,000. (See B-4 below).

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.
[X] The following specific terms of compensation shall apply: (Specify)

Payments shall be made based on hourly rates set forth in Attachment "D until terminated. Authorization to proceed shall be limited an initial sum of $15,000, and future authorization shall be provided by County Counsel's office in writing based on work to be performed, until the maximum compensation under this contract is reached. All communications with the County and its staff shall be coordinated through the County Counsel's office.

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-1 5. 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 contact, 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"

Engagement Letter

4. Discharge and Withdrawal

Client may discharge the Firm at any time by providing written notice to the Firm, which is effective upon receipt by the Firm. In the event of such discharge, if the Firm is Client's attorney of record in any proceeding, the Firm will promptly provide Client with a substitution of attorney form. Client will execute and return the substitution of attorney form immediately upon receipt from the Firm.

The Firm may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of California. A valid reason for withdrawal by the Firm would include, but not be limited to, Client's consent, Client's breach of this Agreement, Client's failure to pay fees and costs as provided in this Agreement, Client's conduct renders it unreasonably difficult for the Firm to carry out the representation effectively, or any fact or circumstances that would render the Firm's continuing representation unlawful or unethical. At such time as the Firm's services conclude, all unpaid fees for legal and related services and costs and expenses will immediately become due and payable.

5. Case File

After the Firm's services conclude, the Firm will, upon Client's request, deliver the file for this matter to Client. If Client does not request the file for this matter, the Firm will retain it for a period of five years after the matter is closed. If Client does not request delivery of the file for this matter before the end of the five-year period, the Firm will have no further obligation to retain the file and may, at the Firm's discretion, destroy it without further notice to Client. At any point during the five-year period, Client may request delivery of the file. If Client so requests, paper copies of original documents (or the originals themselves) will be provided free of charge. Client agrees to pay for any additional fees or costs incurred to produce electronic files, if Client requests those files.

6. No Guarantee

Nothing in this Agreement and nothing in the Firm's statements to Client will be construed as a promise or guarantee about the outcome of this matter. The Firm makes no such promises or guarantees.

7. Conflicts Waiver

Please be advised that our Firm represents public agencies and private organizations in land use and environmental matters throughout California. Accordingly, it is agreed, and you hereby consent, that our attorney-client relationship with you in this matter will not serve as a basis for the Firm's disqualification from representing other clients or parties in any legal proceedings, cases, controversies, or matters, other than those in which we represent you, except if and to the extent absolutely and non-waivably required by the Rules of Professional Conduct.

As we have discussed, the Firm has represented and will likely continue to represent San Benito Rising in connection with a ban on the use of land in San Benito County for fracking and other high intensity petroleum operation ("fracking matter"). We do not believe that there is any conflict of interest between our representation of Client in this matter and our work for San Benito Rising. Moreover, we do not believe that we have received any confidential communication from San Benito Rising that would be relevant to this matter. Although the fracking matter and this matter are unrelated and are unlikely to result in the firm obtaining any confidential information from San Benito Rising relevant to our representation of Client, our representation of Client in this matter will put the Firm in a position of representing two clients whose interests are potentially adverse. Notwithstanding the absence of any risk to confidential information, this situation does give rise to the possibility of divided loyalty on the part of our Firm.

Although we are not aware of any actual or reasonably foreseeable adverse effects of such potential divided loyalty in this case, it is possible that such effects may arise. Because it is at least arguably possible that an actual or potential conflict of interest could develop in the future between our work for San Benito Rising in the fracking matter and our work for Client, we have decided to seek Client's informed written consent to that work prior to undertaking any work on this matter.

Should an actual conflict arise, we will endeavor to apprise you promptly of the conflict. In the event that an actual conflict of interest should arise, by signing this letter Client consents to the Firm's continued representation of San Benito rising in the fracking matter. Client further agrees not to assert any such conflict of interest or to seek to disqualify us from representing San Benito Rising in the fracking matter, notwithstanding any adversity that may develop in the future.

Of course, you have the option of retaining separate counsel in this matter. Notwithstanding the risks described in this letter, you have advised us that you do not wish to seek other counsel at this time. I encourage you to seek independent counsel regarding the import of this consent, if you so desire, and would emphasize that you remain completely free to seek independent counsel at any time even if you decide to sign this Agreement.

By signing and returning this Agreement, you will consent to and waive any conflicts arising from this Firm's simultaneous representation of Client in this matter and San Benito Rising in the fracking matter and to this Firm's continued and future representation of San Benito Rising with regard to the fracking matter, and agree not to assert any conflict of interest or otherwise seek to disqualify this firm from representing San Benito Rising in the fracking matter notwithstanding any adversity that may develop in the future.

This agreement will be effective when it is signed by you. However, this agreement will apply to any services we may provide in connection with the engagement before the effective date.

We look forward to working with you on this matter. If this Agreement is satisfactory, please sign and return the executed agreement to me.

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP

Tamara S. Galanter

ACCEPTED AND AGREED:

Brent C. Barnes, AICP, Director
Resource Management Agency
San Benito County

Date: 2/26/16

SHUTE, MIHALY & WEINBERGER LLP

396 HAYES STREET, SAN FRANCISCO, CA 94102
T: (415) 552-7272 F: (415) 552-5816
www.smwlaw.com

TAMARA S. GALANTER
Attorney
galanter@smwlaw.com

ATTORNEY-CLIENT COMMUNICATION
PRIVILEGED AND CONFIDENTIAL

February 4, 2016

Brent C. Barnes, AICP, Director
Resource Management Agency
San Benito County
County Administration Building
481 4th St., 1st Floor
Hollister, CA 95023-3840

Re: Legal Retainer Agreement

Dear Mr. Barnes:

This letter sets forth the terms under which Shute, Mihaly & Weinberger LLP ("Firm") will provide legal services to the County of San Benito ("Client") in connection with solid waste matters. If you agree to the terms of this retainer agreement ("Agreement"), please sign this letter and return it to me at your earliest convenience.

1. Legal Services to Be Provided

The Firm is retained to provide Client the following legal services: assist Client in the development and imposition of an import mitigation fee for out-of-county solid waste deposited in County landfills and provide other legal advice regarding integrated waste management as requested by Client.

2. Legal Fees, Costs and Billing Practices

The Firm's hourly billing rates for these services will be as follows:

Partner	$275
Jr. Partner	$255
Associate III	$245
Associate II	$235
Associate I	$205
Planner	$180
Paralegal	$110
Law Clerk	$70

Fees will be charged in increments of one-tenth of an hour. The Firm will annually increase these billing rates consistent with any annual increase in the Consumer Price Index (October over October time period) for All Urban Consumers (not seasonally adjusted) San Francisco-Oakland-San Jose area (1982-1984 = 100) as published by the Bureau of Labor Statistics, U.S. Department of Labor, rounded to the nearest whole $1. The Firm will implement the increase each year on January 1st, or as soon thereafter as the CPI information is published. If Client declines to pay for the Firm's services at any increased rates, the Firm will have the right to withdraw as Client's attorneys. The Firm has errors and omissions insurance coverage applicable to the services being provided under this Agreement.

Client will also reimburse Firm for costs incurred in the course of representation, including fees fixed by law or assessed by public agencies, long-distance telephone, facsimile, messenger services, postage, photocopying, and charges for electronic legal research time. In the event of out of town travel, Client agrees to pay all transportation costs, lodging, parking, and meals, as well as the hourly rates for attorney travel time. The Firm will provide detailed monthly billing statements for fees and costs incurred. Client agrees to pay the Firm's billed costs and fees within thirty (30) days following billing.

3. Authorized Representative of Client

Client designates Barbara Thompson as the authorized representative to direct the Firm and to be the primary person to communicate with the Firm regarding the subject matter of this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between the Firm and other representatives of Client. Unless directed otherwise by Client, all correspondence and bills will be directed to the authorized representative.

4. Discharge and Withdrawal

Client may discharge the Firm at any time by providing written notice to the Firm, which is effective upon receipt by the Firm. In the event of such discharge, if the Firm is Client's attorney of record in any proceeding, the Firm will promptly provide Client with a substitution of attorney form. Client will execute and return the substitution of attorney form immediately upon receipt from the Firm.

The Firm may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of California. A valid reason for withdrawal by the Firm would include, but not be limited to, Client's consent, Client's breach of this Agreement, Client's failure to pay fees and costs as provided in this Agreement, Client's conduct renders it unreasonably difficult for the Firm to carry out the representation effectively, or any fact or circumstances that would render the Firm's continuing representation unlawful or unethical. At such time as the Firm's services conclude, all unpaid fees for legal and related services and costs and expenses will immediately become due and payable.

5. Case File

After the Firm's services conclude, the Firm will, upon Client's request, deliver the file for this matter to Client. If Client does not request the file for this matter, the Firm will retain it for a period of five years after the matter is closed. If Client does not request delivery of the file for this matter before the end of the five-year period, the Firm will have no further obligation to retain the file and may, at the Firm's discretion, destroy it without further notice to Client. At any point during the five-year period, Client may request delivery of the file. If Client so requests, paper copies of original documents (or the originals themselves) will be provided free of charge. Client agrees to pay for any additional fees or costs incurred to produce electronic files, if Client requests those files.

6. No Guarantee

Nothing in this Agreement and nothing in the Firm's statements to Client will be construed as a promise or guarantee about the outcome of this matter. The Firm makes no such promises or guarantees.

7. Conflicts Waiver

Please be advised that our Firm represents public agencies and private organizations in land use and environmental matters throughout California. Accordingly, it is agreed, and you hereby consent, that our attorney-client relationship with you in this matter will not serve as a basis for the Firm's disqualification from representing other clients or parties in any legal proceedings, cases, controversies, or matters, other than those in which we represent you, except if and to the extent absolutely and non-waivably required by the Rules of Professional Conduct.

As we have discussed, the Firm has represented and will likely continue to represent San Benito Rising in connection with a ban on the use of land in San Benito County for fracking and other high intensity petroleum operation ("fracking matter"). We do not believe that there is any conflict of interest between our representation of Client in this matter and our work for San Benito Rising. Moreover, we do not believe that we have received any confidential communication from San Benito Rising that would be relevant to this matter. Although the fracking matter and this matter are unrelated and are unlikely to result in the firm obtaining any confidential information from San Benito Rising relevant to our representation of Client, our representation of Client in this matter will put the Firm in a position of representing two clients whose interests are potentially adverse. Notwithstanding the absence of any risk to confidential information, this situation does give rise to the possibility of divided loyalty on the part of our Firm.

Although we are not aware of any actual or reasonably foreseeable adverse effects of such potential divided loyalty in this case, it is possible that such effects may arise. Because it is at least arguably possible that an actual or potential conflict of interest could develop in the future between our work for San Benito Rising in the fracking matter and our work for Client, we have decided to seek Client's informed written consent to that work prior to undertaking any work on this matter.

Should an actual conflict arise, we will endeavor to apprise you promptly of the conflict. In the event that an actual conflict of interest should arise, by signing this letter Client consents to the Firm's continued representation of San Benito rising in the fracking matter. Client further agrees not to assert any such conflict of interest or to seek to disqualify us from representing San Benito Rising in the fracking matter, notwithstanding any adversity that may develop in the future.

Of course, you have the option of retaining separate counsel in this matter. Notwithstanding the risks described in this letter, you have advised us that you do not wish to seek other counsel at this time. I encourage you to seek independent counsel regarding the import of this consent, if you so desire, and would emphasize that you remain completely free to seek independent counsel at any time even if you decide to sign this Agreement.

By signing and returning this Agreement, you will consent to and waive any conflicts arising from this Firm's simultaneous representation of Client in this matter and San Benito Rising in the fracking matter and to this Firm's continued and future representation of San Benito Rising with regard to the fracking matter, and agree not to assert any conflict of interest or otherwise seek to disqualify this firm from representing San Benito Rising in the fracking matter notwithstanding any adversity that may develop in the future.

This agreement will be effective when it is signed by you. However, this agreement will apply to any services we may provide in connection with the engagement before the effective date.

We look forward to working with you on this matter. If this Agreement is satisfactory, please sign and return the executed agreement to me.

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP

Tamara S. Galanter

ACCEPTED AND AGREED:

Brent C. Barnes, AICP, Director
Resource Management Agency
San Benito County

Date: 2/26/16

Partner	$275
Jr. Partner	$255
Associate III	$245
Associate II	$235
Associate I	$205
Planner	$180
Paralegal	$110
Law Clerk	$70

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SHUTE, MIHALY
& WEINBERGER LLP

396 HAYES STREET, SAN FRANCISCO, CA 94102
T: (415) 552-7272 F: (415) 552-5816
www.smwlaw.com

TAMARA S. GALANTER
Attorney
galanter@smwlaw.com

ATTORNEY-CLIENT COMMUNICATION
PRIVILEGED AND CONFIDENTIAL

February 4, 2016

Brent C. Barnes, AICP, Director
Resource Management Agency
San Benito County
County Administration Building
481 4th St., 1st Floor
Hollister, CA 95023-3840

Re: Legal Retainer Agreement

Dear Mr. Barnes:

This letter sets forth the terms under which Shute, Mihaly & Weinberger LLP ("Firm") will provide legal services to the County of San Benito ("Client") in connection with solid waste matters. If you agree to the terms of this retainer agreement ("Agreement"), please sign this letter and return it to me at your earliest convenience.

1. Legal Services to Be Provided

The Firm is retained to provide Client the following legal services: assist Client in the development and imposition of an import mitigation fee for out-of-county solid waste deposited in County landfills and provide other legal advice regarding integrated waste management as requested by Client.

2. Legal Fees, Costs and Billing Practices

The Firm's hourly billing rates for these services will be as follows:

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 13.

MEETING DATE: 1/24/2017

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: Enrique Arreola

AGENDA ITEM PREPARER: Andi Anderson

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD
Approve new appointment of Ellen Laitinen to the Community Action Board (CAB), as the Representative for the Private Sector for District# 1 to the CAB for a three-year term effective November 8, 2016 through November 8, 2019.
SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The Community Action Board requests the appointment of Ms. Ellen Laitinen as the District #1 Representative of the Private Sector. The CAB requests that the appointment be effective November 8, 2016.

CAB's tripartite board reflects and promotes the unique anti-poverty leadership, action, and mobilization responsibilities assigned by law to community action agencies. CAB is responsible for assuring that it assesses and responds to the causes and conditions of poverty in their community, achieve anticipated family and community out comes, and remain administratively and fiscally sound.

As a tripartite boards, its membership consists of 1) One-third of tripartite board membership must be democratically elected representatives of low-income individuals and families who reside in neighborhoods being served; 2) One-third must be elected officials, holding office at their time of selection, or their representatives; and 3) The remaining board members must be chosen from "business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve new Appointment of Ms. Ellen Laitinen as the Representative for the Private Sector for District# 1 to the CAB for a three-year term effective November 8, 2016 through November 8, 2019.

ADDITIONAL PERSONNEL:

BOARD ACTION RESULTS:

Approved per staff recommendation. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
CAB Appointment Application	12/13/2016	Cover Memo

BOARD/COMMISSION/COMMITTEE APPOINTMENT

(This form needs to accompany the transmittal submitted to the Board of Supervisors)

(PLEASE PRINT)

BOARD/COMMISSION: **Community Action Board (CAB)**

CONTACT PERSON: **James A. Rydingsword**

NAME OF APPOINTEE:
Ellen Laitinen
[redacted] **El Toro Dr**
Hollister, CA 95023

PHONE**:** **(408)** [redacted] **E-Mail:** [redacted]

DATE APPOINTMENT EFFECTIVE: **10/11/2016**

TERM ENDING: **10/11/2019**

SUPERVISOR DISTRICT: **#1, Private**

PREVIOUS APPOINTMENTS: New Appointment to the CAB

****

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: Louie Valdez
481 Fourth Street
Hollister, CA 95023

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: **Community Action Board (CAB)**

NAME: Ellen Laitinen

PHONE: 408.[redacted] (cell) E:MAIL: [redacted]

~~BUSINESS~~ ADDRESS: [redacted] El Toro Dr

CITY, ST: Hollister ZIP: 95023

LENGTH OF RESIDENCY: 5 years

SUPERVISOR DISTRICT: ~~Jerry Muenzer~~ P.S. #1 Magic Barrientos

OCCUPATION: Special Education Teacher

EDUCATION: BA. in Elementary Education/Endorsement in Special Ed.

AFFILLIATIONS:

REASON(S) FOR SEEKING APPOINTMENT: Most importantly, I love Hollister/San Benito County! I also have a passion to see people empowered so that our community can be characterized as a safe place where families can thrive and the "felt needs" of the community are met. As an ordained pastor as well as a special education teacher currently working in the public schools, I can also offer both a faith-based and educational perspective.

DATE: 7/8/16 SIGNATURE: Ellen Laitinen

****

Return completed form to

San Benito County
Attention: Louie Valdez,
Clerk of the Board
481 Fourth Street
Hollister, CA 95023
Any Questions, Please Call:
(831) 636-4000
e-mail: lvaldez@cosb.us

or

Community Services & Workforce Development
Attn: Andi Anderson
1111 San Felipe Road, Ste 108
Hollister, CA 95023
(831) 637-0435
(831) 637-0996 FAX
e-mail: aanderson@cosb.us

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 14.

MEETING DATE: 1/24/2017

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: James A. Rydingsword

AGENDA ITEM PREPARER: Mike Hodges

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD
Approve agreement for the leasing and servicing of a 2017 Chevrolet Silverado 1500 for the HHSA Public Health Department in an amount of $621.90 per month. Authorize the chair to sign the Equity Lease Agreement. Authorize the CAO to sign any additional paperwork necessary for the order and delivery of the 2017 Chevrolet Silverado 1500.
SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

HHSA Public Health Services is charged with promoting and protecting the health and well-being of our community, accomplished through activities such as child passenger safety events, local health fairs, school outreach, flu clinics, Public Health Nurse home visits and emergency preparedness and response. The division currently has one vehicle, a 2007 Chevrolet Uplander Van which has travelled 86,000 miles. The vehicle requires frequent repairs, has limited equipment hauling capacity and is reaching the end of its reliable transportation capabilities.

On December 1, 2015 this Board of Supervisor approved the Master Equity Lease Agreement, Amendment to Lease Agreement, Self-Insurance Addendum, and Maintenance Agreement with

Enterprise Fleet Management (Attachment B). HHSA began this vehicle leasing verses purchasing process in 2015 based on the average departmental usage of vehicles and the maintenance cost per mile associated with the vehicles over a 10 year period. A fleet of leased 5 year vehicles will have lower mechanical expenses and greater retained equitable value than a fleet of purchased vehicles over 10 years. The financial investments in a leased fleet will allow HHSA Public Health greater cash flow to maintain all transportation needs of the division. Although this is not the recommended approach for every department or all vehicles throughout the County, this program would meet the operational and maintenance needs of HHSA Public Health.

During the Fiscal Year 2016-2017 budget creation and approval process, HHSA Public Health Division budgeted for the addition of a leased vehicle to satisfy the department's program needs for transportation of equipment and personnel. The approved Public Health FY16-17 budget has allocated $7,200 in fixed assets for the lease of a vehicle. The selected lease agreement will be $3,110.15 in the current fiscal year 16/17 and $7,464.36 annually for additional years. The selected lease was designed for five years, but can be re-evaluated annually for termination with no penalties.

During the selection process, staff evaluated six vehicles and determined the 2017 Chevrolet Silverado 1500 best satisfied all departmental requirements for a vehicle. Staff considered the following leasing options: Lease rates, variable cost if a full service lease, Length of lease, Net present value calculation of the lease payments over the equipment's lifetime, and Residual responsibility "is it yours or does it belong to the lessor?"

As mentioned previously, leasing the entire County fleet is not recommended. Given different types of vehicles, such as those found in Public Works, Probation, and the Sheriff's Office, this leasing program does not suit those needs. However, other programs and departments may yield different recommendations. HHSA Public Health staff concluded that the proposed leasing option is the most effective use of financial resources in providing the required transportation needs of the department.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

224.80.2390.1000.650.301 Fixed Assets

CURRENT FY COST:

$3,110.15

STAFF RECOMMENDATION:

It is respectfully recommended that the Board of Supervisor:
1. Approve a Equity Lease Agreement with Enterprise FM Trust for the leasing and servicing of a 2017 Chevrolet Silverado 1500 in the amount of $621.90 per month; and
2. Authorize the Chair to sign the agreements; and
3. Authorize the CAO to sign any additional paperwork necessary for the order and delivery and

3. Authorize the CAO to sign any additional paperwork necessary for the order and delivery and lease of the Chevrolet Silverado 1500.

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

Supervisor Anthony Botelho pulled for discussion. Approved per staff recommendation. (3/2 vote), Supervisor Jaime De La Cruz and Anthony Botelho voted no)

ATTACHMENTS:

Description	Upload Date	Type
Master Lease Agreement	12/22/2016	Standard Contract
Equity Lease Rate Quote - 2017 Chevrolet Silverado	1/11/2017	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 _____ Cust _____

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

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

By: Margie Barrios
Title: Chair, San Benito Co. Board of Supervisors

Address: 481 4th St. 1st Floor
Hollister, CA
95023

Date Signed: 12/1/15

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL
ASSISTANT COUNTY COUNSEL DATE

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By: Brynn Searson
Title: Regional Sales Manager

Address: 778 Burlway Rd Suite 200
Burlingame, CA
94010

Date Signed: 12-10 15

Initials: EFM _____ Cust MB

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.

Margie Barnes

County of San Benito (Lessee)

By Margie Barnes

Title Chair, San Benito Co. Board of Supervisors

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By BRYNN SEARSON

Title REGIONAL SALES MGR.

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

Barbara 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 performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, than 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

By: Margie Barrios
Title: Chair, San Benito Co. - Board of Supervisors
Date Signed: 12/1/15

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By: Searson, Brynn
Title: Regional Sales Manager
Date Signed: 12-10-15

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

ASSISTANT COUNTY COUNSEL 12/1/15 DATE

Initials: EFM _____ Cust MB

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 _____ Cust _____

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	By: Brynn Searson
Title: Chair, San Benito Co. Board of Supervisors	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
Barbara Thompson 12/1/15
ASSISTANT COUNTY COUNSEL DATE

Initials: EFM _____ Cust MB

Open-End (Equity) Lease Rate Quote

Quote No: 3380500

Prepared For: County of San Benito
Credico, Jacki

Date 01/04/2017
AE/AM J3L/R00

Unit #
Year 2017 **Make** Chevrolet **Model** Silverado 1500
Series WT 4x4 Crew Cab 5.75 ft. box 143.5 in. WB
Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 537899

$ 30,150.13		Capitalized Price of Vehicle[1]
$ 0.00	*	Sales Tax 0.0000% **State** CA
$ 569.42	*	Initial License Fee
$ 0.00		Registration Fee
$ 200.00		Other:Courtesy Delivery Fee
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00		Extended Service Contract
$ 30,350.13		Total Capitalized Amount (Delivered Price)
$ 409.73		Depreciation Reserve @ 1.3500%
$ 117.15		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 526.88		**Total Monthly Rental Excluding Additional Services**

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Summit White / Chrome Grille Surround
Interior Color	(0 I) Dark Ash/Jet Black w/Cloth Seat Trim
Lic. Plate Type	Exempt
GVWR	0

Additional Fleet Management

Master Policy Enrollment Fees

$ 0.00	Commercial Automobile Liability Enrollment (Estimate Only)	
	Liability Limit $0.00	
$ 0.00	Physical Damage Management (Estimate Only)	Comp/Coll Deductible 0 / 0
$ 51.55	Full Maintenance Program[3] Contract Miles 60,000	OverMileage Charge $ 0.0400 Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) 2	# Tires 0 Loaner Vehicle Not Included
$ 51.55	**Additional Services SubTotal**	
$ 43.47	Sales Tax 8.2500%	**State** CA
$ 621.90	**Total Monthly Rental Including Additional Services**	
$ 5,766.33	Reduced Book Value at 60 Months	
$ 400.00	Service Charge Due at Lease Termination	

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL
1-11-17
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.

Open-End (Equity) Lease Rate Quote

Quote No: 3380500

VEHICLE INFORMATION:

2017 Chevrolet Silverado 1500 WT 4x4 Crew Cab 5.75 ft. box 143.5 in. WB - US
Series ID: CK15543

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$ 37,421.68	$ 39,185.00
Total Options	$ 723.45	$ 795.00
Destination Charge	$ 1,195.00	$ 1,195.00
Total Price	**$ 39,340.13**	**$ 41,175.00**

SELECTED COLOR:

Exterior: GAZ / V22 - (0 P) Summit White / Chrome Grille Surround
Interior: H2R - (0 I) Dark Ash/Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
A31	Power Windows w/Driver Express Up	Included	Included
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
AE7	40/20/40 Front Split Bench Seat	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
BG9	Graphite-Colored Rubberized-Vinyl Floor Covering	Included	Included
BLUE	Bluetooth For Phone	Included	Included
C5Y	GVWR: 7,100 lbs (3,221 kgs)	STD	STD
FE9	Federal Emissions Requirements	NC	NC
FHS	E85 FlexFuel Capable	Included	Included
GAZ_01	(0 P) Summit White	NC	NC
GU6	3.42 Rear Axle Ratio	STD	STD
H2R_02	(0 I) Dark Ash/Jet Black w/Cloth Seat Trim	NC	NC
IOB_	Radio: AM/FM w/7" Diagonal Color Touch Screen (FLT)	$ 182.00	$ 200.00
KG4	150 Amp Alternator	Included	Included
LV3	Engine: 4.3L EcoTec3 V6	Included	Included
MYC	Transmission: Electronic 6-Speed Automatic w/OD	STD	STD
N33	Manual Tilt Wheel Steering Column	Included	Included
NB8	California Emissions Override	NC	NC
NQG	Floor Mounted Shifter Transfer Case	Included	Included
PAINT	Solid Paint	STD	STD
RBZ	Tires: P255/70R17 AS BW	STD	STD
RD6	Wheels: 17" x 8" Painted Steel	Included	Included
S2B	17" x 7" Aluminum Full-Size Spare Wheel	Included	Included
STDSU	Heavy Duty Suspension	STD	STD
STDTM	Cloth Seat Trim	Included	Included
UDC	Driver Information Center	Included	Included
UQ3	6 Speaker Audio System	Included	Included
UVC_	Rear Vision Camera	$ 182.00	$ 200.00
V22	Chrome Grille Surround	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
Z82_	Trailering Package (Fleet)	$ 359.45	$ 395.00
ZBZ	P255/70R17 AS BW Spare Tire	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:
- Number Of Doors 4
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: manual folding side-view door mirrors
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers with black rub strip
- Rear Step Bumper: rear step bumper
- Front Tow Hooks: 2 front tow hooks
- Box Style: regular
- Body Material: galvanized steel/aluminum body material
- : class IV trailering with harness, hitch
- Grille: black w/chrome surround grille

Convenience Features:
- Air Conditioning manual air conditioning
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with front and rear 1-touch down
- Auto Locking: auto-locking doors
- Steering Wheel: steering wheel with manual tilting
- Day-Night Rearview Mirror: day-night rearview mirror
- Front Cupholder: front and rear cupholders
- Overhead Console: mini overhead console
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- IP Storage: covered bin instrument-panel storage
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 2 12V DC power outlets
- Smokers Package: ashtray

Entertainment Features:
- radio AM/FM stereo with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speakers: 6 speakers
- 1st Row LCD: 1 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:
- Headlamp Type delay-off projector beam high intensity low/high beam headlamps
- Cab Clearance Lights: cargo bed light
- Front Wipers: variable intermittent wipers
- Tinted Windows: light-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front and rear reading lights
- Variable IP Lighting: variable instrument panel lighting
- Display Type: analog display
- Tachometer: tachometer
- Voltometer: voltmeter
- Low Tire Pressure Warning: tire specific low-tire-pressure warning
- Trip Computer: trip computer
- Trip Odometer: trip odometer
- Oil Pressure Gauge: oil pressure gauge
- Water Temp Gauge: water temp. gauge
- Engine Hour Meter: engine hour meter
- Clock: in-radio display clock
- Systems Monitor: systems monitor
- Rear Vision Camera: rear vision camera
- Oil Pressure Warning: oil-pressure warning
- Water Temp Warning: water-temp. warning
- Battery Warning: battery warning

Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant 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
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on 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 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: 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
Rear Child Safety Locks: rear child safety locks
Ignition Disable: PASS-Key III+ immobilizer
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance 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: 2 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 Lumbar: manual driver and passenger lumbar support
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Rear Seat Armrest: rear seat centre armrest
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

Standard Engine:

Engine 285-hp, 4.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 15.

MEETING DATE: 1/24/2017

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: Deputy Director

AGENDA ITEM PREPARER: Maria C. Corona

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD
Approve contract with National Council on Crime and Delinquency (NCCD) for Internet Access to SafeMeasures® from January 1, 2017 to December 31, 2018 in the amount of $12,000.00.
SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

San Benito County Health and Human Services Agency has a contract with the National Council on Crime Delinquency (NCCD) for Internet Access to SafeMeasures® that expired 12/31/16. San Benito County has been utilizing this system for the past 11 years. Safe Measures® is a management tool that integrates with the Child Welfare Services Case Management System (CWS/CMS), the statewide case management system for child welfare services. SafeMeasures® is a case management tool for social workers as it has provided instrumental support by assisting social workers to visualize and monitor compliance with the required referral investigation response time, reporting and timely contact visits, assessments and placement monitoring on child welfare cases. It is further used by Social Work Supervisors and Management to ensure compliance with the State and Federal Outcomes and Accountability measures as they relate to Child Welfare Cases. In addition, because of the CWS/CMS integration, the use Safe Measures®

is included in the CWS/CMS System Improvement Plan and NCCD/SafeMeasures® is a sole source provider of this service.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

221.80.2285.1000.619.250

CURRENT FY COST:

6,000

STAFF RECOMMENDATION:

1. Approve the Contract with National Council on Crime and Delinquency (NCCD) for Internet Access to SafeMeasures® for the period of 1/1/2017 to 12/31/2018 in the amount of $12,000 ($6,000 per year); and
2. Authorize Chair of Board to sign contract.

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

Approved per staff recommendation. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
National Council on Crime & Delinquency Contract	12/9/2016	Contract

Reporting Service Subscription Agreement
For Internet Access to SafeMeasures®

This agreement is between the National Council on Crime and Delinquency ("NCCD"), a nonprofit corporation organized under the laws of New York, with business offices in Madison, Wisconsin, USA and San Benito County Health & Human Services Agency (collectively, "Customer").

BACKGROUND AND PRODUCT DESCRIPTION

A. NCCD has developed and owns all rights, title, and interest in a certain child welfare reporting service identified as the NCCD Internet Reporting Service, and referred to as SafeMeasures®. SafeMeasures uses case-level data from a child welfare agency's management information system (MIS) and publishes it via a conventional web browser in a series of concise, interactive management reports.

B. SafeMeasures is a subscription reporting service that permits customers to monitor service delivery activity by navigating an extensive set of reports presented in graph and chart format. These reports permit them to estimate current workload demand, plan more effective service interventions, and monitor certain performance indicators established by state or federal regulatory requirements. SafeMeasures includes case-level quality control displays that agencies may employ to improve compliance with state or federal performance audits.

Acknowledging the sufficiency of the consideration exchanged, the parties agree as follows:

1. Provision of Service.

1.1 Web-Based Reports. During the Term of this Agreement, NCCD will provide Customer with interactive web-based management reports ("Management Reports"), which permit the Customer to categorize agency compliance with various measures, and permit Customer to identify the specific cases within each category. NCCD will specifically:

(a) Provide Management Reports within 45 business days after first receiving raw MIS data from the Customer; and

(b) Provide regular updates of Management Reports, provided that Customer or another agency regularly submits raw MIS data to NCCD for processing and analysis. Such updates will be provided within three business days of receipt of the MIS data by NCCD.

1.2 Access to Customer Data. If requested by NCCD, Customer will supply a copy of the CWS/CMS databases, or specifically designated data tables therein, that store agency data to be used by NCCD. If data is supplied by a third party, Customer will authorize and facilitate release of the data to NCCD.

1.3 Access to Website Restricted. The right to access the SafeMeasures website is jurisdiction- and agency-specific. Only Customer and its employees or agents may access or use the SafeMeasures website for the Customer's monitoring and reporting

needs. Specifically, and without limitation, Customer may not act as a relay or intermediary allowing access to the SafeMeasures website to any third party jurisdiction, agency, individual, or business for any purpose.

1.4 Internal Business. Customer may only use SafeMeasures for its own internal purposes. Customer's internal purposes do not include extending this service to third parties, except that data may be provided to state and governmental authorities if required by law.

1.5 Competing Services or Products. Customer shall not use all or any part of SafeMeasures or its documentation to create a service or product that competes with, or is used in a product that competes with, all or any part of SafeMeasures, regardless of whether such service or product is distributed with or without consideration.

1.6 Copyright Ownership and License. Customer acknowledges that NCCD owns the copyright in all graphic interfaces, reports, displays, and formats ("Original Works"). NCCD grants Customer a fully paid license to display, reproduce, and distribute the Original Works for its internal purposes for the Term of the Agreement.

1.7 Training. NCCD will provide training as specified in Exhibit A. Customer will provide training facility, equipment, and access to the SafeMeasures training website.

2. Data Transmission. Customer, or other party supplying MIS data, shall use one of the following methods to send weekly extracts of agency MIS data to NCCD for processing and analysis:

2.1 Compact Disk. Customer or supplying party will copy data onto one or more compact disks and mail to NCCD via overnight delivery service; or

2.2 Secured File Transfer Protocol (SFTP) over Secure Shell (SSH). Customer or supplying party will send data over a secure channel to NCCD's secure SSH server. This transfer may be made using a dedicated SSH file transfer client.

3. Reporting Service Subscription Fee. Customer will pay NCCD the fees ("Reporting Service Subscription Fees") according to the payment schedule specified in attached Exhibit A and all applicable taxes related thereto unless Customer provides evidence that Customer is exempt from such taxes.

4. Updates. During the Term of this Agreement, NCCD will provide to Customer updates, error corrections, and modifications to SafeMeasures displays ("Updates") as such Updates become available. Updates do not include modifications to displays specifically requested by Customer. Any Customer requested modifications must be made by NCCD at NCCD's published service rates. NCCD reserves the right to use the displays created for Customer, and analyses to produce such displays for other parties whether such displays were suggested by NCCD or the Customer. NCCD shall not use any Customer data in its publishing for other parties without Customer's permission.

5. Term and Termination.

5.1 Term. The Term of this Agreement shall commence on January 1, 2017, and end on December 31, 2018, unless earlier terminated pursuant to Section 5.3. After expiration of the current Term, NCCD will not provide any Updates to Customer, and Customer must cease all use of SafeMeasures.

5.2 Renewal. If Customer is not in default of this agreement, Customer and NCCD may renew this agreement for an additional period ("Renewal Term"). Prior to the expiration of the current Term, NCCD may, in its discretion, issue a quotation of the Reporting Service Subscription Fees for the Renewal Term. Renewal of this Agreement will be effective upon (a) NCCD's issuance of a quotation of the new Reporting Service Subscription Fees, and (b) NCCD's acceptance of Customer's corresponding purchase order.

In order to ensure continuous access to the SafeMeasures internet reporting service, the effective date of any renewal agreement will begin one day after the previous agreement expires. If a renewal agreement is not fully executed and received by NCCD within 30 days of contract expiration, NCCD reserves the right to discontinue access to the SafeMeasures internet reporting service until a renewal agreement is in place.

5.3 Termination for Cause. A party may terminate this Agreement if the other party commits a material breach that is not cured within 30 days of a written notice of such material breach. This Agreement may be terminated immediately for a breach of Customer's obligation to pay fees under this Agreement or a breach of Sections 1.3, 1.4, or 1.5 of this Agreement.

6. NCCD Warranty, Disclaimers, and Remedies.

6.1 Warranty. NCCD warrants that:

(a) Provided that Customer or another designated party regularly submits the required raw MIS data to NCCD, SafeMeasures will perform substantially as described in this Agreement and SafeMeasures promotional material.

(b) It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. NCCD also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-Procurement Programs issued by the General Services Administration.

(c) NCCD will utilize all reasonable means and due diligence to protect the confidentiality and security of Customer data.

(d) Except for the foregoing express warranties, NCCD neither makes nor grants any other warranties, express or implied. NCCD excludes all implied warranties including specifically any implied warranty arising by statute or otherwise in or from a course of dealing or usage of trade including any and all implied warranties of merchantability, merchantable quality, or fitness for any purpose, particular, specific or otherwise. The foregoing express warranty is the only

warranty of any kind for SafeMeasures. NCCD makes no warranties whatsoever for any Original Works that have been modified by Customer nor does NCCD warrant that SafeMeasures will be offered without interruption.

(e) Customer acknowledges that NCCD provides no monitoring, analysis, or review of the accuracy or quality of the Customer's data accessed through SafeMeasures.

6.2 Remedies. If SafeMeasures does not operate substantially as warranted (hereinafter described as "Noncompliance"), Customer will provide NCCD with sufficient details available to Customer about the Noncompliance to allow NCCD to reproduce it. As Customer's exclusive remedy for any Noncompliance, and as NCCD's entire liability in contract, tort, or otherwise of such Noncompliance, NCCD will either:

(a) Correct the Noncompliance; or

(b) If NCCD is unable to correct the Noncompliance after a reasonable opportunity to do so, Customer may:

(i) Request that NCCD cease publication of any demonstrably incorrect information and request a pro-rata reduction in the Reporting Service Subscription Fee; or

(ii) Terminate the Reporting Service Subscription and receive a pro-rated refund of the Reporting Service Subscription Fee.

7. Intellectual Property Indemnification by NCCD.

7.1 Indemnification. If a third party claims that SafeMeasures infringes any copyright, patent, trade secret, or other rights of any third party, NCCD will (as long as Customer is not in material breach of this Agreement) defend Customer against such claim at NCCD's expense, and NCCD will pay all damages that a court finally awards based solely on such claim, provided that Customer notifies NCCD in writing of such claim within 21 days of Customer's receipt of notice of the existence or possible existence of such claim, and further provided that Customer allows NCCD sole and exclusive control over the resolution of such claim and that Customer cooperates fully with NCCD, at NCCD's cost, in the defense of such claim and in any related settlement negotiations.

7.2 Replacement, Refund. If such a claim is made or appears possible, NCCD may, using reasonable business judgment, either secure Customer's right to continue to use SafeMeasures by modifying or replacing the portion of SafeMeasures that is the basis for the claim so that such portion of SafeMeasures is no longer infringing, or NCCD may provide Customer with a credit equal to the portion of previously paid Reporting Service Subscription Fee prorated to the remainder of the Term or Renewal Term of the Agreement.

8. Limitation of NCCD's Liability, Consequential Damages. The cumulative liability of NCCD to Customer for all claims relating to SafeMeasures, and any services rendered under this Agreement, will not exceed the total amount of all Reporting Service Subscription Fees paid to

NCCD by Customer for SafeMeasures during the one-year period prior to the date NCCD is notified of such claim. This limitation will not apply to third parties indemnification obligations set forth in Section 7. In no event will NCCD be liable for any special, indirect, incidental, or consequential losses or damages, even if NCCD has been advised of the possibility of such potential loss or damage. Except as set forth in Section 7, and solely to the extent provided therein, NCCD will not indemnify Customer in any way against any claim.

9. Customer Warranties. Customer warrants that:

9.1 Customer will only allow access to SafeMeasures as permitted under this Agreement. If Customer wishes to extend its use of SafeMeasures beyond this Agreement, Customer will obtain NCCD's prior written consent and pay the applicable Reporting Service Subscription Fees.

9.2 Customer will provide the requested case-based MIS data to NCCD using one of the methods described in Section 2, or, if data is supplied by another party, execute all necessary agreements and permissions to release this data to NCCD.

10. General.

10.1 Installation. Customer is responsible for providing access to the SafeMeasures website via the Internet to its users. NCCD will, as requested, provide reasonable assistance (up to three hours) with set-up of user workstations and use of SafeMeasures via telephone, fax, or email at no additional charge to the fees as outlined in Exhibit A. Customer may hire NCCD to provide additional training or assistance at the prevailing published rates plus travel expenses.

10.2 Notification of Rights. In copying SafeMeasures web reports as authorized under the terms of this Agreement, Customer will not remove, suppress, or modify any notice of copyright, trademark, or other proprietary rights that appear in SafeMeasures. Customer will use reasonable efforts to keep persons with access to SafeMeasures from modifying or suppressing any of the copyright notices that appear on SafeMeasures media, documentation, files, and banners.

10.3 Service Fees. NCCD reserves the right to charge additional service fees if Customer seeks assistance for any other matters not explicitly covered by this Agreement.

10.4 Complete Agreement, Modification of This Agreement. This Agreement contains the complete and final agreement of the parties and supersedes previous understandings related to the subject matter hereof whether oral or written. This Agreement may only be modified by an amendment signed by authorized representatives of NCCD and Customer. Any term in Customer's purchase order that is in addition to or different from terms of this Agreement other than acceptance of the Reporting Service Subscription Fees for the Renewal Term, are not part of this Agreement.

10.5 Non-Assignment. Neither this Agreement nor the rights of Customer under this Agreement may be transferred, leased, assigned, or shared without NCCD's prior written consent.

10.6 Confidentiality. Customer will not disclose SafeMeasures Original Works to anyone other than its employees, consultants (who are bound by a written confidentiality agreement), volunteers, and interns, except for information that is or later enters the public domain through no fault of Customer.

10.7 Waiver. The waiver by either party of any default or breach of this Agreement does not constitute a waiver of any other default or breach of this Agreement or a subsequent waiver of that same default or breach.

10.8 Governing Law and Severability. The laws of the State of California and the United States govern this Agreement. Customer consents to jurisdiction and venue in the courts of San Benito County, California or in the Federal District court in California, for any claims arising out of this Agreement. If any part of this Agreement is held to be invalid, that part will be omitted, but the balance of the Agreement will remain in full force and effect.

10.9 Survival. All provisions of this Agreement relating to warranties, confidentiality, non-disclosure, proprietary rights, limitation of liability, indemnification obligations, and payment obligation survive the termination or expiration of this Agreement.

10.10 Headings. The headings used herein are for reference and convenience only and will not be used to interpret any provision of this Agreement.

10.11 HIPAA Compliance. NCCD will utilize all reasonable means and due diligence to protect the confidentiality and security of Customer data. Customer acknowledges that the privacy and security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Privacy and Security Rules") do not apply to the Customer data which is the subject of this Agreement, because the data is not subject to requirements of HIPAA. However, NCCD acknowledges that the Customer data may include health information and other information of a personal and sensitive nature, and will adopt and keep current confidentiality and security procedures that are reasonably consistent with the current professional standards recommended by the HIPAA Privacy and Security Rules.

10.12 Notices. All notices or other communications required or permitted under this Agreement will be in writing and will be delivered by personal delivery, email (with delivery receipt), registered mail return receipt requested, a "Next Day Air" delivery service, or by facsimile transmission, addressed to the parties indicated below:

If to NCCD:

NCCD
Attn: Tim Connell
426 South Yellowstone Drive, Suite 250
Madison, WI 53719
Phone: (800) 306-6223; Fax: (608) 831-6446
Email: tconnell@nccdglobal.org

If to Customer:

San Benito County Health & Human Services Agency
Attn: Maria C. Corona, Deputy Director
1111 San Felipe Road, Suite 206
Hollister, CA 95023
Phone: (831) 636-4180; Fax: (831) 637-9754
Email: MCorona@cosb.us

Direct invoices to:

Cindy Larca, Deputy Director
1111 San Felipe Road, Suite. 206
Hollister, CA 95023
Phone: (831) 636-4180; Fax: (831) 637-9754
Email: ndaroza@cosb.us

IN WITNESS WHEREOF, both parties have caused this Agreement to be executed by their respective duly authorized representatives.

Customer:

_____
Signature

_____
Name

Board of Supervisors- Chair
Title

_____
Date

NCCD:

_____
Signature

Katherine Park
Name

Chief Executive Officer
Title

_____
Date

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL
12-9-16
DEPUTY COUNTY COUNSEL DATE

Exhibit A

Reporting Service and Additional Fees

Reporting Service
$12,000

Payment Schedule
50% of Reporting Service Fee ($6,000) on Agreement effective date. Remainder of Reporting Service Fee ($6,000) on anniversary date of Agreement.

Training (if requested by Customer)
Up to two remote training sessions via the internet to train supervisors, managers, and administrators as requested by the County.

Additional/Onsite Support/Training (if requested by Customer)
Time and Materials at $150 per hour
All Travel Expenses

County Responsibilities

- Designate at least one local SafeMeasures administrator to maintain user IDs and to coordinate the handling of questions or problems regarding SafeMeasures with NCCD.
- Provide access to the SafeMeasures website: https://app.safemeasures.org/ca/

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 16.

MEETING DATE: 1/24/2017

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: James A. Rydingsword

AGENDA ITEM PREPARER: Enrique Arreola

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD
Adoption of Resolution accepting the 2017 Community Services Block Grant (CSBG) #17F 2034, approving the grant agreement and authorizing the Director to execute the agreement.
SBC FILE NUMBER: 130
RESOLUTION NO: 2017-1

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

CSWD requests adoption of a resolution to accept the 2017 CSBG grant, approve the grant agreement, and authorize the HHSA Director to take certain actions necessary to administer the grant, including entering into and signing the grant agreement, any amendments to the grant agreement, and any other documents pertaining to such grant, for and on behalf of the County.

The State Department of Community Services & Development (CSD) has issued an initial allocation to this contract in the amount of $70,764 for the period of January 1, 2017 to December 31, 2017. CSD will then amend our contract to reflect an augmentation of $195,875 for a total allocation of $266,639 for 2017. CSBG funding will be used to operate anti poverty programs including the Winter Shelter program for homeless families, supportive services for low-income

residents and for general operations of other programs in the department.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

1. Adopt Resolution # _____accepting the 2017 Community Services Block Grant (CSBG) #17-2034 and approving the grant agreement;
2. Authorize the HHSA Director to execute the Grant Agreement (Contract #17F-2034), and any amendments and other documents related to the grant, for and on behalf of the County of San Benito.

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

Adopted Resolution No. 2017-1 per staff recommendation. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
2017 CSBG Resolution	12/12/2016	Resolution
CSBG Grant Agreement 17F-2034	12/12/2016	Contract

RESOLUTION NO. ____

A RESOLUTION OF THE SAN BENITO COUNTY BOARD OF SUPERVISORS, ACCEPTING THE 2017 COMMUNITY SERVICES BLOCK GRANT #17F-2034, APPROVING THE GRANT AGREEMENT (2017 CSBG CONTRACT #17F-2034 AND DELEGATING AUTHORITY TO THE 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) funds available to the County of San Benito for 2017; and

WHEREAS, CSD has offered CSBG grant #17F-2034 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 may act for and on behalf of the County of San Benito County regarding the acceptance and administration of the 2017 CSBG grant.

NOW, THEREFORE, BE IT RESOLVED, THAT the Board of Supervisors of the County of San Benito hereby accepts the 2017 CSBG grant, approves the grant agreement (2017 CSBG Contract #17F-2034) with the State of California Department of Community Services & Development, and authorizes the HHSA Director 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 24th day of January 2017, by the following vote:

AYES: SUPERVISORS:
NOES: SUPERVISORS:
ABSENT: SUPERVISORS:
ABSTAIN: SUPERVISORS:

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

ATTEST:
Chase Graves, Clerk of the Board

By: _____

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

By: _____
Irma Valencia, Deputy County Counsel

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD. 213 (Rev. 6/03)

AGREEMENT NUMBER	AMENDMENT NUMBER
17F-2034	0
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME
Department of Community Services and Development

CONTRACTOR'S NAME
San Benito Co. Health & Human Srvcs Agency, Comm Srvcs & Workforce Development

2. The term of this Agreement is: January 1, 2017 through December 31, 2017

3. The maximum amount of this Agreement is: Total $70,764.00

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*
- Subpart G - Definitions*
- Subpart H - Table of Forms and Attachments*

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL
12-12-16
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

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
San Benito Co. Health & Human Srvcs Agency, Comm Srvcs & Workforce Development

BY *(Authorized Signature)* ☞ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
1111 San Felipe Road Ste., 108, Hollister, CA 95023

STATE OF CALIFORNIA

AGENCY NAME
Department of Community Services and Development

BY *(Authorized Signature)* ☞ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Cindy Halverstadt, Deputy Director, Administrative Services

ADDRESS
2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833

CALIFORNIA
Department of General Services
Use Only

"I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval."

☐ Exempt per _____

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

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STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

PART I

PREAMBLE

This subvention agreement, for the funding of Community Service Block Grant (CSBG) programs in 2017 ("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. 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. Unless otherwise specified in the Contractor's Community Action Plan or elsewhere in this Agreement, Contractor shall make its services and activities available to the low-income community within its service area throughout the entire term of this Agreement. Contractor shall ensure that all services funded in whole or in part through this Agreement will support state and federal policies and goals of the CSBG Act as set forth in the above-referenced statutes.

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 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 a partial allocation of the federal Community Services Block Grant for federal fiscal year (FFY) 2017, awarded to the State pursuant to one or more continuing resolutions passed by the Congress prior to the execution of this Agreement.

2. Upon the issuance of each subsequent federal allocation, including the full annual allocation to the State for FFY 2017, CSD shall issue an amendment to this Agreement to increase the Maximum Amount by the amount to be distributed to Contractor as calculated pursuant to CA Government Code §§ 12750 – 776 and applicable CSBG State Plan provisions.

1.3 Service Area

The services shall be performed in the following service area:

See Part II, Subpart H. The 2017 CSBG Numbers, Contractors, and Service Territories listing may be accessed at http://providers.csd.ca.gov.

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. §9901et 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);

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" posted at https://providers.csd.ca.gov.

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.

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.

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-307)

   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

Providers' Website at https://providers.csd.ca.gov. The documentation shall be subject to CSD's approval, in form and substance.

a. 425 Budget Series Forms

i. CSD 425.S CSBG Contract Budget Summary
ii. CSD 425.1.1 CSBG Budget Support Personnel Cost
iii. CSD 425.1.2 CSBG Budget Support Non Personnel Cost
iv. CSD 425.1.3 CSBG Budget Support Other Agency Operating Funds
v. CSD 425.1.4 CSBG Contract Budget Narrative

b. CSBG/NPI Workplan CSD 801 W (Form)
c. Agency Staff and Board Roster CSD 188 (Form)
d. Updated organizational bylaws (if applicable)

3. *Board Resolution.* Contractor must also submit a governing board resolution with an original signature of the board's authorized representative, identifying the individual(s) authorized to execute the 2017 CSBG Agreement 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 CSD's "Providers' 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 Providers' 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.

2.2 State Contracting Requirements – "General Terms and Conditions, GTC 610"

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this agreement. The provisions in their entirety, previously located in Exhibit C of the CSBG contract, are now 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 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.

4. Subject to the provisions of 2.4 B. 2., CSD shall authorize expenditures of funds under this Agreement based on any Continuing Resolution appropriations. CSD shall notify the Contractor in writing of authorized interval funding levels.

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 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

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 17.

MEETING DATE: 1/24/2017

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: Enrique Arreola

AGENDA ITEM PREPARER: Andi Anderson

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD
Approve appointment of Mr. Pierce Timothy to the Community Action Board as the Representative for the BOS for District# 2 for a three-year term effective 11/10/2016 through 11/10/2019.
SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The Community Action Board requests the appointment of Mr. Pierce Timothy as the District #2 Representative of the BOS. The CAB requests that the appointment be effective 11/10/2016.

CAB's tripartite board reflects and promotes the unique anti-poverty leadership, action, and mobilization responsibilities assigned by law to community action agencies. CAB is responsible for assuring that it assesses and responds to the causes and conditions of poverty in their community, achieve anticipated family and community out comes, and remain administratively and fiscally sound.

As a tripartite boards, its membership consists of 1) One-third of tripartite board membership must be democratically elected representatives of low-income individuals and families who reside in

neighborhoods being served; 2) One-third must be elected officials, holding office at their time of selection, or their representatives; and 3) The remaining board members must be chosen from "business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served.

OTHER AGENCY INVOLVEMENT:

There are no other agencies involved in this request.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

It is recommended that the Board of Supervisors:

Appoint Mr. Pierce Timothy to the Community Action Board as the Representative for the BOS for District# 2 for a three-year term effective 11/10/2016 through 11/10/2019.

ADDITIONAL PERSONNEL:

BOARD ACTION RESULTS:

Approved per staff recommendation. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
Appointment Application	12/13/2016	Cover Memo

BOARD/COMMISSION/COMMITTEE APPOINTMENT

(This form needs to accompany the transmittal submitted to the Board of Supervisors)

(PLEASE PRINT)

BOARD/COMMISSION: **Community Action Board (CAB)**

CONTACT PERSON: **James A. Rydingsword**

NAME OF APPOINTEE:
Pierce Timothy
[redacted] **Caputo Ct**
Hollister, CA 95023

PHONE: **(831)** [redacted] **E-Mail:** [redacted]

DATE APPOINTMENT EFFECTIVE: **1/24/2017**

TERM ENDING: **11/10/2019**

SUPERVISOR DISTRICT: **#2, BOS**

PREVIOUS APPOINTMENTS: New Appointment to the CAB

****

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: Louie Valdez
481 Fourth Street
Hollister, CA 95023

AGENDA ITEM TRANSMITTAL

TO: Board of Supervisors FROM: James. A Rydingsword HHSA Director	Agenda Time Estimates: Minutes or ☒ Consent	Leave Blank:	Date/Time Rec'd:
	CONTACT FOR INFORMATION: Name: Enrique Arreola Phone No: (831)637-9293	NUMBER OF CERTIFIED COPIES REQUIRED: 1	

MEETING DATE:	(1) SUBJECT:
1/24/2017	New Appointment to the Community Action Board (CAB)

(2) BACKGROUND INFORMATION (If not summarized within this space provide a staff report instead, noting attachment):

The Community Action Board requests the appointment of Mr. Pierce Timothy as the District #2 Representative of the BOS. The CAB requests that the appointment be effective 11/10/2016.

CAB's tripartite board reflects and promotes the unique anti-poverty leadership, action, and mobilization responsibilities assigned by law to community action agencies. CAB is responsible for assuring that it assesses and responds to the causes and conditions of poverty in their community, achieve anticipated family and community out comes, and remain administratively and fiscally sound.

As a tripartite boards, its membership consists of 1) One-third of tripartite board membership must be democratically elected representatives of low-income individuals and families who reside in neighborhoods being served; 2) One-third must be elected officials, holding office at their time of selection, or their representatives; and 3) The remaining board members must be chosen from "business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served.

OTHER AGENCY INVOLVEMENT:

There are no other agencies involved in this request.

(4) SUPPORTIVE DOCUMENTS RELATIVE TO THIS ITEM:	(5) PREVIOUS RELEVANT BOARD ACTIONS ON THIS SPECIFIC ITEM:
☐ Contract ☐ Resolution ☐ Ordinance ☒ Other:	The BOS periodically approves CAB members

(6) FUNDING SOURCE(S):	(7) CURRENT YEAR COST:	(8) ANNUAL OR PROJECT COST:	(9) BUDGETED:
	$ 0.00	$ 0.00	☐ YES ☐ NO

(10) WILL PROPOSAL REQUIRE ADDITIONAL PERSONNEL? ☐ YES ☒ NO If YES, STATE NUMBER: Permanent Limited Term

(11) RECOMMENDED ACTION(S):

It is recommended that the Board of Supervisors:

New Appointment of Mr. Pierce Timothy as the Representative for the BOS for District# 2 to the CAB for a three-year term effective 11/10/2016 through 11/10/2019.

SIGNATURE OF AGENCY OR DEPARTMENT AUTHORIZED REPRESENTATIVE	DATE

CLERK'S USE ONLY

☐ APPROVED	☐ DENIED	☐ ADOPTED	☐ CONTINUED TO _____
☐ ACKNOWLEDGED	☐ ACCEPTED	☐ RESOLUTION NO. _____	OTHER _____
☐ SET PUBLIC HEARING	☐ APPOINTED	☐ ORDINANCE NO. _____	NO ACTION TAKEN _____

BY:	
_____ Deputy Clerk of the Board	
DATE:	

COPY ROUTING: ORIGINATING DEPT. - AUDITOR - COUNTY COUNSEL

Revised: 9/26/2013

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: **Community Action Board (CAB)**

NAME: Timothy Pierce

PHONE: 831- [redacted] E:MAIL: [redacted]

BUSINESS ADDRESS: [redacted] Caputo Ct #4

CITY, ST: Hollister CA ZIP: 95023

LENGTH OF RESIDENCY: 3 yrs

SUPERVISOR DISTRICT:

OCCUPATION: Recruiting Coordinator Defanza College

EDUCATION: Some College

AFFILLIATIONS:

REASON(S) FOR SEEKING APPOINTMENT:
To help out my Community!

DATE: 10/20/16 SIGNATURE: T. A. Pierce

****

Return completed form to

San Benito County
Attention: Denise R. Thome,
Clerk of the Board
481 Fourth Street
Hollister, CA 95023
Any Questions, Please Call:
(831) 636-4000
e-mail: dthome@cosb.us

or

Community Services & Workforce Development
1111 San Felipe Road, Ste 108
Hollister, CA 95023
(831) 637-9293
(831) 637-0996 FAX
e-mail: aanderson@cosb.us

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 18.

MEETING DATE: 1/24/2017

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: James A. Rydingsword

AGENDA ITEM PREPARER: Enrique Arreola

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD
Approval of the Pre-Apprenticeship Training Implementation Grant MOU between the Workforce Development Boards of Monterey and San Benito Counties for the period of September 1, 2016 through September 30, 2017.
SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

On June 14, 2016, the Board approved the Pre-Apprenticeship Training MOU between the Workforce Development Boards of Monterey and San Benito County. The County of Monterey did not execute this MOU because substantial revisions were made to the MOU and they prefer that a new MOU be established.

Over the last few years, the San Benito County Workforce Development Board has been an active partner with Monterey County and Santa Cruz County Workforce Development Boards for the Proposition 39 2.0 Pre-Apprenticeship Training Implementation Grant from the State of California Workforce Development Board funded under the California Clean Energy Jobs Act. Monterey County Workforce Development Board submitted the grant application as the lead agent and was

successful in receiving a grant of $400,000 for the tri-county region. The grant amount for SBC is $19,486.

Under the Proposition 39 grant funds, at-risk Youth, Women and returning Veterans will be targeted to receive training for a career in the building trades via local regional apprenticeship programs. We hope to improve the quality of the local youth, women, and veteran workforce and prepare them for successful futures by developing pre-apprenticeship programs linkages to the building trades throughout the region focusing in the construction/energy efficiency industry.

It is the goal that trainings are provided in each County including San Benito County. This will benefit our local residents in need of training considering that there are very few trainings being offered locally.

BUDGETED:

No

SBC BUDGET LINE ITEM NUMBER:

240.80.2555.2695

CURRENT FY COST:

$19,486

STAFF RECOMMENDATION:

Approve the Pre-Apprenticeship Training Implementation Grant MOU in the amount of $19,486 between the Workforce Development Boards of Monterey and San Benito Counties, and authorize the Director of HHSA or Deputy Director to sign said MOU and any amendments to the MOU

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

Approved per staff recommendation. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
Budget Adjustment	1/9/2017	Budget Adjustment/Transfer Form
Pre-Apprenticeship Training MOU with Monterey County	1/13/2017	Cover Memo

COUNTY OF SAN BENITO
BUDGET ADJUSTMENT/TRANSFER

Please Indicate Type:

Fiscal Year: 2016 - 2017

Department: Health & Human Services

Org Key: CSWD

- ☐ **Appropriation/Est. Revenue Increase** (Requires 4/5 Board of Supervisors Approval)
- ☐ **Contingency Transfer** (Requires 4/5 Board of Supervisors Approval)
- ☐ **Interdepartmental Transfer or Interobject Transfer>$25,000** (Requires Board of Supervisors Approval)
- ☐ **Interobject Transfer<$25,000** (Requires Admin. and Auditor Approval)
- ☐ **Intraobject Transfer** (Requires Auditor Approval)

LOGOS #	Description	Exp. Decrease/ Rev. Increase	Exp. Increase Rev. Decrease
240.80.2555.2695.570.001	Misc Revenue	19,486	
240.80.2555.2695.610.111	Salary & Benefits Misc		6,346
240.80.2555.2695.619.194	Travel/Training		140
240.80.2555.2695.630.101	Other Community Programs		13,000
Total		$ 19,486	$ 19,486

Comments: Pre-Appreenticeship Training Impementation Grant

Submitted: Cynthia Larca — Department Head/Authorized Signature — 01/09/2017 Date

Verification of Sufficient Funds: J. Paul Gonzales — Auditor-Controller — 1/09/17 Date

Approval: _____ — Administrative Officer — Date

Approval by Board of Supervisors — Date

Attested:
Clerk of the Board: _____ Vote: _____ Yes _____ No

AUDITOR USE ONLY

Budget Adjustment No: _____

Date Batch Input Completed: _____ By: _____

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WORKFORCE DEVELOPMENT BOARDS OF MONTEREY AND SAN BENITO COUNTIES

This Memorandum of Understanding (MOU) is made and entered into, effective the 1st day of January 2017 by the Monterey County Workforce Development Board, hereinafter called "MCWDB" and the San Benito County Workforce Development Board, hereinafter called "SBWDB".

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Purpose

The purpose of this MOU is to establish a cooperative and mutually beneficial relationship among the undersigned parties. This MOU sets forth the responsibilities of the parties as they relate to the Proposition 39 2.0 Pre-Apprenticeship Training Implementation grant (the Implementation Grant) from the State of California Workforce Development Board funded under the California Clean Energy Jobs Act (SB 73-Chapter 20, Statutes of 2013).

MCWDB is the lead agency for this proposal and has formed partnerships with the workforce boards of Santa Cruz and San Benito counties. MCWDB is the fiscal agent for the grant. This grant is intended to bolster the economic competitiveness of the Monterey Bay region by implementing an energy efficiency focused "earn-and-learn" job training and placement program, targeting disadvantaged and disconnected job seekers, specifically returning veterans, women, and at-risk youth, ages 18-25.

2. Term

The term of this MOU, with respect to the Implementation Grant, commences on September 1, 2016 and terminates on September 30, 2017.

3. Operational and Fiscal Provisions

The total Implementation Grant award is $400,000, to serve a total of 55 participants. Grant funds will be administered through MCWDB for the implementation of activities specified as follows:

MCWDB will:

a. Convene all project partners for the purposes of confirming site locations, establishing a timeline for Multi-Craft Core Curriculum (MC3) training to begin, and convening an advisory panel.
b. Convene at least one (1) Advisory Panel per training cohort for a maximum of four (4) meetings during the project.
c. Develop outreach and recruitment materials for use in all counties.
d. Lead the evaluation of the Implementation Grant to include identifying lessons learned/best practices.
e. Appoint staff to administer the grant and retain up to $49,744 for staff time and administrative costs (includes 10% of the overall grant award).
f. Review all invoices and reports received from SBWDB, verify compliance with the grant requirements and this MOU, and forward all invoices for reimbursement to the Fiscal Division of the MCWDB for payment.
g. Reimburse SBWDB for up to $19,486 for activities associated with the Implementation Grant.

h. Develop an agreement with the Monterey/Santa Cruz Counties Building & Construction Trades Council for the provision of MC3 curriculum.
i. Track the Implementation Grant expenditures, prepare and submit reports to the State of California, and monitor the Implementation Grant activities to ensure compliance with the grant terms and conditions outlined in the grant application.

SBWDB will:

a. Conduct outreach to eligible adults including Veterans and women, and at-risk youth (ages 18-25).
b. Enroll a total of 5 participants (approximately 1-2 per training cohort) in the program's three to four training cohorts as identified in Attachment B: Participant Plan.
c. Provide Intensive, Supportive, and Retention services as outlined in Attachment A: Program Model.
d. Provide data collection and reporting necessary to complete an evaluation of the project.
e. Maintain financial accounts, records, and data related to this MOU in accordance with federal and/or state requirements and maintain those books, accounts, records and data for three (3) years after termination of this MOU. For the duration of this MOU, and for a period of three (3) years thereafter, either party's representatives and representatives of the California Workforce Development Board, and the Auditor General of the State of California shall have the right to examine these books, accounts, records, data and other information relevant to this MOU for the purpose of auditing and verifying statements, invoices, bills and revenues pursuant to this MOU.
f. Use Attachment E: Invoice for Reimbursement and follow the County of Monterey Travel Policy when submitting requests to MCWDB for travel cost reimbursements. For specific receipts required for travel cost reimbursements, SBWDB shall reference the County of Monterey Travel Policy online at: www.co.monterey.ca.us/auditor/pdfs/travelpolicy2008.pdf. The MCWDB will reimburse for only those travel expenses allowed by the County of Monterey Travel Policy only and at the current IRS allowable rate. The current IRS mileage rate allowance is $.54 per mile.

Project funds allocated to San Benito County are outlined below:

Grant Activities:	**Amount Awarded**
SBWDB Staff Salaries	$6,346
Staff Travel	$140
Tools & Supplies ($300 per participant x 5 participants)	$1,500
Supportive Services (up to $2,300 per participant x 5 participants)	$11,500
Total San Benito Budget	**$19,486**

The entire project budget is included for the PROVIDER's reference in Attachment C: Detailed Project Budget.

4. General Provisions

a. SBWDB agrees to comply with Attachment D: WIOA Certifications and Assurances attached to this MOU.

b. This MOU constitutes the entire agreement and understanding between the parties, and supersedes any prior or contemporaneous agreement, or understandings, if any, with regard to the purposes of this MOU. Any changes or modifications shall be accomplished only by a written amendment to this MOU executed by the duly authorized representatives of the parties.

c. In the event of a dispute arising out of the performance of this MOU, the parties may send a written notice of dispute to the other party. Within seven (7) business days of receipt of such notice, the notified party shall respond and agree to a meeting for the purpose of negotiating a settlement or procedure for settlement of the dispute. Any notice to be given to the parties hereunder shall be addressed as follows (until notice of a different address is given to the parties):

MONTEREY COUNTY
Chris Donnelly
Interim Executive Director, Monterey County Workforce Development Board
Monterey County
168 W. Alisal Street, 3rd Floor
Salinas, CA 93905
831-759-6644
(831)831-796-3324(Fax)

SAN BENITO COUNTY
Enrique Arreola
Director, San Benito County Workforce Development Board
1111 San Felipe Road, Suite 108
Hollister, California 95023
(831)637-9293
(832)637-0996 (Fax)

Notice shall be deemed satisfied within one (1) business day if provided by personal service, by electronic transmission or by facsimile. Notice shall be deemed satisfied within three (3) business days if provided by certified mail.

d. **Indemnification**
PROVIDER shall indemnify, defend, and hold harmless the MCWDB and County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Provider and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the MCWDB or the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the MCWDB and the County. The PROVIDER shall reimburse the MCWDB and the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the PROVIDER is obligated to indemnify, defend and hold harmless the MCWDB and the

County under this Agreement.

The MCWDB and the County shall indemnify, defend, and hold harmless the PROVIDER, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the MCWDB or the County and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the PROVIDER. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the PROVIDER. The MCWDB or the County shall reimburse the PROVIDER for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the MCWDB or the County is obligated to indemnify, defend and hold harmless the PROVIDER under this Agreement.

e. **Insurance**

Evidence of Coverage: Prior to commencement of this Agreement, each party to Agreement shall provide a "Certificate of Insurance" or letter of self-insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, each party upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The PROVIDER shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Provider.

Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

Insurance Coverage Requirements: Without limiting each party's duty to indemnify, each party shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

1) Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Providers, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
2) Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
3) Workers' Compensation Insurance, if either party employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with

Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

4) Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, each party shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Other Insurance Requirements

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date each party completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for each party and additional insureds with respect to claims arising from each subProvider, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subProvider showing each subProvider has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the each party's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by each party's insurance. The required endorsement form for Commercial General Liability Additional Insured **is *ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000)***. *The required endorsement form for Automobile Additional Insured endorsement is* ***ISO Form CA 20 48 02 99***.

Prior to the execution of this Agreement by the County, each party shall file certificates of insurance or proof of self-insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that each party has in effect the insurance required by this Agreement. Each party shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

Each party shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement. PROVIDER shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify PROVIDER and PROVIDER shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by PROVIDER to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

f. If any provision of this Agreement, or the application thereof to any person, place, or circumstances, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

g. This Agreement shall be interpreted and applied according to the laws of California.

PER SIGNATURE, WE AGREE TO THE PROVISIONS OF THIS MOU.

Monterey County Board of Supervisors
Chief Elected Official
Monterey County Workforce Development Area

_____ _____
Chair, Monterey County Board of Supervisors Date

_____ _____
Chris Donnelly, Interim Executive Director Date
Monterey County Workforce Development Board

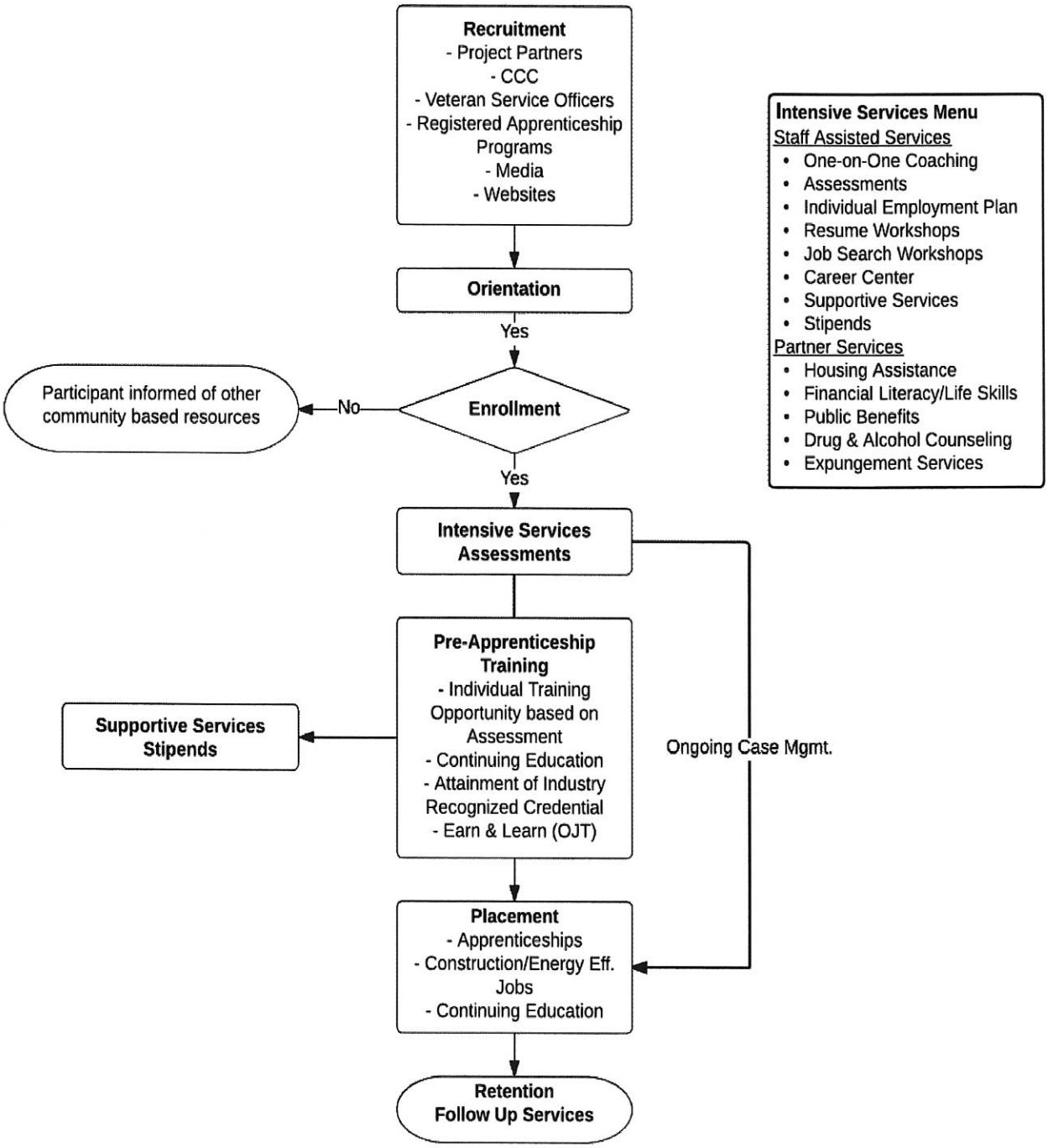
Approved as to form:

_____ _____
Deputy County Counsel, Monterey County Date

San Benito County Board of Supervisors
Chief Elected Official
San Benito County Workforce Development Area

Chair, San Benito County Board of Supervisors	Date
Enrique Arreola, Executive Director, San Benito County Workforce Development Board	Date
Approved as to form: by [signature] County Counsel, San Benito County	1-13-17 Date

WIOA Proposition 39 Pre-Apprenticeship Program Model



Attachment B: Participant Plan for Monterey Bay Region Prop 39 2.0 Implementation Grant

	Q1	Q2	Q3	Q4	Q5	Q6	TOTAL
1. Participants to be Served	0	15	15	15	10	0	55
Total Youth to be Served		8	5	10	3	0	26
Total Veterans to be Served		4	8	3	2	0	17
Total Women to be Served	0	3	2	2	5	0	12
2. Enrollment in MC3 Pre-Apprenticeship Training	0	15	15	15	10	0	55
3. Completion of MC3 Pre-Apprenticeship Training		0	25	0	0	25	50
4. Attained Industry-Identified Certificate or Credential (MC3)			20			25	45
5. Placement in State-Approved Apprenticeship			12			9	21
Indicate Craft: electrician			3			2	5
Indicate Craft: carpenters			3			2	5
Indicate Craft: laborers			3			2	5
Indicate Craft: construction equipment operators			2			2	4
Indicate Craft: cement masons/brick layers			1			1	2
6. Placement in Postsecondary Education			4			4	8
7. Placement in Construction/Energy Efficiency Employment			5			5	10
8. Placement in Other Industry Employment			3			5	8
9. Retention in Employment/Apprenticeship			18			21	39
10. Average Income ($/hour)			$19			$19	$19

Attachment C: Budget Detail for Monterey Bay Region Prop 39 2.0

BUDGET LINE #1 - Staff Salary and Fringe Benefits				
List job titles of staff working on project	**Salaries charged to project**	**Fringe Benefits charged to project**	**FTEs %**	**Amount Requested**
Management Analyst III - Monterey	$5,800	$3,944	7%	$ 9,744.00
WDB Director - Santa Cruz County	$829	$563	1%	$ 1,392.00
WDB Director - San Benito County	$829	$563	1%	$ 1,392.00
Sr. Analyst - Santa Cruz County	$4,143	$2,817	6%	$ 6,960.00
WDB Rep II - Monterey County	$29,485	$20,050	40%	$ 49,535.00
WDB Rep II - Santa Cruz County	$29,485	$20,050	40%	$ 49,535.00
WDB Rep II- San Benito County	$2,949	$2,005	5%	$ 4,954.00
Staff Subtotals	**$ 73,520.00**	**$ 49,992.00**	*100%*	**$ 123,512.00**

BUDGET LINE #	EXPENSE ITEM	NARRATIVE DETAIL	Amount Requested
2	Staff Travel	Travel to and from training site to meet with	**$ 1,500.00**
3	Communications		
4	Facilities Rent		
5	Facilities Utilities		
6	Facilities Maintenance		
7	Office Supplies -- detail major		
8	Testing/Instructional Materials -- detail major		
9	Equipment Purchases with grant funds -- list, briefly state purpose/need/cost of each item.		
10	Equipment lease/use-charge costs paid with grant funds -- list, briefly state purpose/need/total lease or use-charge cost of each item, total (to equal Budget line 10 entry).		
11	Tools and Supplies (detail per participant cost)	**$300 per participant for tools, etc.**	**$ 16,500.00**

12	Support Services -- (detail each type of cost, and amount per participant)	**55 participants to be served. Stipends of $2,300 (maximum) per participant will be awarded based on specific goals**	**$ 126,432.00**
13	Indirect costs -- Provide rate, direct cost(s) to which authorized to be applied, approving cognizant agency and date of approval. Show how total was calculated.		
14	"Other" Costs - Identify and detail the nature of each such cost to be paid with grant funds.)	**Ten (10) percent Admin charge allocation**	**$ 40,000.00**
		admin related activities	
		"Other" Subtotal	**$40,000.00**
15	Subcontract - Identify, detail main functions/activities, cost of each subcontract and timelines of grant agreements.	**Apprenticeship Program training**	**$ 92,056.00**
		through M/SC Counties Building and Trades	
		Council Education & Training Fund	
		"Subcontract" Subtotal	**$92,056.00**
		Total Amount Requested	**$400,000.00**

Attachment D

GENERAL CONDITIONS, ASSURANCES AND CERTIFICATIONS WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

The following applies to all programs and/or projects funded under the Workforce Innovation and Opportunity Act (WIOA) 2014 conducted by the SAN BENITO COUNTY WORKFORCE DEVELOPMENT BOARD, which is hereinafter referred to as "SBWDB".

1. COMPLIANCE

In performance of this agreement, SBWDB will fully comply with:

a. The provisions of the Workforce Innovation and Opportunity Act (WIOA of 2014 that supersedes the Workforce Investment Act (WIA) of 1998; the Office of Management and Budget (OMB) Uniform Administrative Requirements, Allowable Costs, Cost Principles, and Audit Requirements for Federal Awards, Final Rule at 2 Code of Federal Regulations (CFR), Chapter I and Chapter II, Part 200, et al (here after referred to as Uniform Guidance 2 CFR Part 200); and the Department of Labor's (DOL) exceptions at 2 CFR Chapter II, Part 2900, et al. (here after referred to as DOL Exceptions 2 CFR Part 2900); and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.

b. All State legislation and regulations to the extent permitted by Federal law and all policies, directives and/or procedures, which implement the WIOA.

c. The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs.

d. SBWDB will ensure diligence in managing programs under this agreement, including performing appropriate monitoring of its activities and taking prompt corrective action against known violations of the WIOA. SBWDB agrees to conform to the provisions of the WIOA and the contract requirements as referenced in Uniform Guidance 2 CFR Part 200, Appendix II and DOL Exceptions 2 CFR Part 2900, Appendix II to Part 200.

This document contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the Monterey County Workforce Development Board (MCWDB) and SBWDB. SBWDB represents and warrants it is free to enter into and fully perform this agreement.

2. CERTIFICATIONS / ASSURANCES

Except as otherwise indicated, the following certifications apply to all SBWDBS.

a. **Corporate Registration:** SBWDB, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.

b. **American's Disabilities Act (ADA):** SBWDB agrees to comply with the American's Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C.12101 et seq.)

c. **False Claims Act:** SBWDB, by signing this agreement, agrees to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets. SBWDB shall assure that all annual, final fiscal reports, monthly claims, invoices, and vouchers, for the purpose of SBWDB requesting payment under this agreement, must include a certification, signed by an official who is authorized to legally bind SBWDB, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise." (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

d. **Authority to Bind SBWDB:** SBWDB shall furnish the MCWDB in writing, a list of persons authorized to execute on behalf of SBWDB: agreements, modifications to agreements, invoices or other documents as may be required by MCWDB. The above list should include signatures of all authorized individuals and be certified by SBWDB's governing body. In the event authority is delegated to a position (e.g., President, Vice President,

Treasurer), rather than to an individual, the list of positions so authorized shall be furnished including signatures of current position holders.

e. **Sectarian Activities:** SBWDB certifies that this agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.

f. **National Labor Relations Board:** SBWDB (if not a public entity), by signing this agreement, does swear under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against SBWDB within the immediately preceding two-year period because of SBWDB's failure to comply with an order of a Federal court, which orders SBWDB to comply with an order of the National Labor Relations Board (PCC10296).

g. **Prior Findings:** SBWDB, by signing this agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.

h. **Drug-Free Workplace Certification:** By signing this agreement, SBWDB hereby certifies under penalty of perjury under the laws of the State of California that SBWDB will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

(1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

(2) Establish a Drug-Free Awareness Program to inform employees about:
   a. The dangers of drug abuse in the workplace;
   b. The person's or organization's policy of maintaining a drug-free workplace;
   c. Any available counseling, rehabilitation and employee assistance programs; and
   d. Penalties that may be imposed upon employees for drug abuse violations.

(3) Every SBWDB employee who works on this agreement will:
   a. Receive a copy of the SBWDB's drug-free policy statement; and
   b. Agree to abide by the terms of the SBWDB's statement as a condition of employment on the agreement.

i. **Child Support Compliance Act:** In accordance with the Child Support Compliance Act, SBWDB recognizes and acknowledges: The importance of child and family support obligations and shall fully comply with the applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge SBWDB is fully complying with the earnings assignment orders of all SBWDB's employees and is providing the names of all new SBWDB's employees to the New Employee Registry maintained by the State of California Employment Development Department (EDD).

j. **Debarment and Suspension Certification:** By signing this agreement, SBWDB hereby certifies under penalty of perjury under the laws of the State of California that SBWDB will comply with regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I, and that SBWDB, to the best of its knowledge and belief, certifies that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

(2) Have not, within a three-year period preceding this agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract. Nor shall SBWDB have, within a three-year period preceding this agreement, been convicted of or had a civil judgment rendered against it for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

(3) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State or local), with commission of any of the offenses enumerated in Section 2 of this Debarment and Suspension Certification.

(4) Have not, within a three-year period preceding this agreement, had one or more public transactions (Federal, State or local) terminated for cause or default. Where SBWDB is unable to certify to any of the statements in this Debarment and Suspension Certification, it shall attach an explanation to this agreement.

k. **Mandatory Disclosures:** All WIOA and Wagner-Peyser recipients of Federal awards must disclose, as required at 2 CFR 200.113, in a timely manner, in writing to the Federal awarding agency or the MCWDB, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 (Remedies for noncompliance), including suspension or debarment.

l. **Lobbying Certification:** By signing this agreement SBWDB hereby assures and certifies to compliance with the lobbying restrictions which are codified in the DOL regulations at Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR 2900, as follows:

(1) No Federal appropriated funds have been paid, by or on behalf of SBWDB, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) SBWDB shall require that the language of the lobbying restrictions be included in the award documents for agreement transactions over $100,000 (per OMB) at all tiers (including agreements, contracts, and subcontracts, under grants, loan, or cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

(4) This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

m. **Priority Hiring Considerations:** If this agreement includes services in excess of $200,000, SBWDB shall give priority consideration in filling vacancies in positions funded by the agreement to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code §10353.

n. **Sweatfree Code of Conduct:** All PROVIDERS that contract for the procurement or laundering of apparel, garments, or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the State pursuant to the contract have been laundered or produced, in whole or in part, by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. SBWDB further declares under penalty of perjury that it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108. SBWDB agrees to cooperate fully in providing reasonable access to SBWDB's records, documents, agents or employees, or premises if reasonably required by authorized officials of the MCWDB, State of California EDD, the Department of Industrial Relations, or the Department of Justice to determine SBWDB's compliance with the requirements of the Sweatfree Code of Conduct.

o. **Unenforceable Provision:** In the event that any provision of this agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect and shall not be affected hereby.

p. **Non-discrimination Clause / Affirmative Action / Equal Employment Opportunity:**

(1) The conduct of the parties to this agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated hereunder and the provisions of WIOA Section 188.

a. As a condition to the agreement of financial assistance from the DOL under WIOA, SBWDB assures that it will comply fully with the non-discrimination and equal opportunity provisions of the following laws:

i. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA financially assisted program or activity;

ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

b. SBWDB also assures that it will comply with Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, and all other regulations implementing the laws listed above. This assurance applies to SBWDB's operation of the WIOA financially assisted program or activity, and to all agreements that SBWDB makes to carry out the WIOA financially assisted program or activity. SBWDB understands that the United States has the right to seek judicial enforcement of this assurance.

c. This SBWDB shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.

(2) SBWDB will take affirmative action to assure that no individual will be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with any services or activities authorized under the WIOA in violation of any applicable nondiscrimination law, including laws prohibiting discrimination on the basis of age, race, sex, color, religion, national origin, disability, political affiliation or belief. All complaints alleging discrimination must be filed and processed according to the procedures in the applicable DOL nondiscrimination regulations.

(3) SBWDB will assure that discriminatory job orders will not be accepted, except where the stated requirement is a bona fide occupational qualification (BFOQ). See, generally, 42 U.S.C. 2000(e)–2(e), 29 CFR parts 1604, 1606, 1625. (3)

(4) SBWDB will assure that employment testing programs will comply with 41 CFR part 60–3 and 29 CFR part 32 and 29 CFR 1627.3(b) (iv).

(5) SBWDB agrees to conform to non-discrimination and equal opportunity requirements and procedures, including MCWDB's grievance and complaint procedures in compliance with the WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, Federal regulations and State statues, regulations and policy. (Reference WDB Policy 2005-10 – Grievance and Complaint Procedures and policy attachments; http://www.montereycountywib.org/policies/policies/)

(6) SBWDB will be governed by WIOA procedures relating to complaints alleging violations of the WIOA, regulations, other agreements under the WIOA including terms and conditions of employment. Participants will be notified in writing, upon enrollment into employment or training, of the WIOA complaint procedures including notification of their right to file a complaint and instructions on how to do so. Complaint

procedures include: (1) the right to file a complaint, (2) the opportunity to resolve complaints informally, (3) written notice of hearings, and (4) a final decision within sixty (60) days of the date of filing.

(7) SBWDB will comply with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL."

(8) SBWDB shall ensure equal employment opportunity based on objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee management relations.

q. **Salary and Bonus Limitations:** In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, including funds expended pursuant to this agreement, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to SBWDBs providing goods and services as defined in Uniform Guidance 2 CFR Part 200 and the DOL Exceptions 2 CFR Part 2900. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including DOL Employment and Training Administration programs. See Training and Employment Guidance Letter #05-06 for further clarification at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262.

The incurrence of costs and receiving reimbursement for these costs under this agreement certifies that SBWDB has read the above special condition and is in compliance.

r. **Federal Funding Accountability and Transparency Act (FFATA):** As required by FFATA, recipients of Federal awards are required to report sub-award and executive compensation information. By signing this agreement SBWDB hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.

s. **Air or Water Pollution Violation:** Under State laws, SBWDB shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of Federal law relating to air or water pollution.

t. **Clean Air Act and Federal Water Pollution Control Act:** All agreements between MCWDB and SBWDB of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

3. STANDARDS OF CONDUCT

SBWDB hereby assures that in administering this agreement, it shall comply with the standards of conduct hereinafter set out, for maintaining the integrity of the agreement and avoiding any conflict of interest in its administration.

a. **General Assurance:** Every reasonable course of action will be taken by SBWDB in order to maintain the integrity of the expenditure of public funds and to avoid favoritism and questionable or improper conduct. This agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. SBWDB agrees to conform to the non-discrimination requirements as referenced in WIOA Section 188.

b. **Conflict of Interest:** An executive or employee of SBWDB, an elected official in the area or a member of the local San Benito County WDB will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed, in whole or in part, by SBWDB or MCWDB: supplies, materials, equipment or services purchased with agreement funds will be used solely for purposes allowed under this agreement. No member of the local MCWDB or the SCWB will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which

the member directly represents. For the purpose of this agreement, a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein has a financial interest in or a tangible personal benefit from a firm considered for a contract, subcontract, or agreement. (Reference 2 CFR Part 200.318(c)(1)(2) – Conflict of Interest) If a non-Federal entity, has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears unable to be impartial in conducting a procurement action involving a related organization. (Reference 2 CFR Part 200.318(c)(2))

c. **Buy-American:** SBWDB agrees that, as stated in sec. 502 of WIOA, all funds authorized in WIOA and Wagner- Peyser must be expended on only American made equipment and products, as required by the Buy American Act (41 U.S.C. 8301–8305).

d. **Nepotism:** SBWDB certifies that it shall not hire nor permit the hiring of any person in a position funded under this agreement if a member of the person's immediate family is employed in an administrative capacity. For the purpose of this agreement, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother/sister-in-law, son/daughter-in-law, mother/father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by SBWDB. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to, selection, hiring, or supervisory responsibilities.

e. **Procurement:** SBWDB must comply with the MCWDB procurement policy and procedures which reflect applicable local, State and Federal laws and regulations, and the standards identified in Uniform Guidance 2 CFR Part 200.318 – General Procurement Standards. (Reference WDB Policy 2013-01 – Procurement Standards and policy attachments; http://www.montereycountywib.org/policies/policies/)

4. COORDINATION

a. SBWDB will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other core programs under the WIOA, including the WIOA (Adult, Dislocated Worker and Youth formula programs); Wagner-Peyser Act employment services; Adult Education and Literacy Act programs; Rehabilitation Act Title I programs; Job Corps program, YouthBuild program, Native American programs, Migrant and Seasonal Farmworker programs, and other employment and training programs at the local level. In addition to the core programs, for individuals with multiple needs to access services, SBWDB will, to the maximum extent feasible, coordinate with the following partner programs required to provide access through the America's Job Center of California or One-Stop Career Center: Career and Technical Education (Perkins), Community Services Block Grant, Indian and Native American programs, HUD Employment and Training programs, Local Veterans' Employment Representatives and Disabled Veterans' Outreach program, National Farmworker Jobs program, Senior Community Service Employment program, Temporary Assistance for Needy Families (TANF), Trade Adjustment Assistance programs, and Unemployment Compensation programs.

b. SBWDB shall not accept referrals for participant positions funded under this agreement from any agency which charges a fee to either the individual being referred or the employing agency for the services rendered. Charges incurred in violation of this clause shall be the sole responsibility of SBWDB, and shall not be charged to either this agreement or the participant under this agreement.

5. SUBCONTRACTING

a. SBWDB will not assign a contract resulting from this agreement or any portion thereof to a third party without the prior written consent of the MCWDB, and any attempted assignment or subcontract without such prior written consent may cause immediate termination of the agreement.

b. Upon approval from the MCWDB, any of the work or services specified in this agreement which will be performed by other than SBWDB will be evidenced by a written agreement specifying the terms and conditions of such performance.

c. SBWDB will maintain and adhere to an appropriate system, consistent with Federal, State and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.

d. The system for awarding contracts will contain safeguards to insure SBWDB does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

6. RESOLUTION

A county, city, district or other local public body must provide the MCWDB and State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of this agreement. Preferably resolutions should authorize a designated position rather than a named individual.

7. FUNDING

a. It is mutually understood between the parties that this agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds. The parties hereby enter into this agreement in advance of confirmation of the availability of funds for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the agreement was executed after that determination was made.

b. This agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State fiscal years covered by this agreement for the purposes of this program and; (2) sufficient funds are made available to the State by the United States Government for the fiscal years covered by this agreement for the purposes of the programs described in the scope of services. In addition, this agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this agreement in any manner.

c. At the expiration of the terms of this agreement or upon termination prior to the expiration of this agreement, funds not obligated for the purpose of this agreement will be immediately remitted to the MCWDB, and shall no longer be available to SBWDB.

d. The MCWDB retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing SBWDB is given prompt notice and the opportunity for an informal review of the MCWDB's decision. The Executive Director of the MCWDB or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of SBWDB to comply with the provisions of this agreement, or with the WIOA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

8. FISCAL ACCOUNTABILITY

a. SBWDB shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. An integral part of the required financial management system is a system of internal accounting controls that will provide reasonable assurance that WIOA assets are safeguarded against loss from unauthorized use or disposition, and that accounting transactions affecting WIOA fund accountability are properly charged and recorded by administrative and program cost categories to permit the preparation of accurate and supportable financial reports.

b. SBWDB will comply with controls, record keeping and fund accounting procedure requirements of WIOA, Federal and State regulations, and directives to ensure the proper accounting for program funds paid to SBWDB by the MCWDB through a cost reimbursement process.

c. This agreement provides for the reimbursement of allowable costs that are identified and approved in the agreement budget, and incurred in the operation of the programs specified in the scope of services. Back-up documentation is required by SBWDB to justify reimbursement payments made under this agreement.

d. All expenditures must be reported on an accrual basis of accounting.

e. No cost shall be allowed under this agreement which is not specifically identified in SBWDB's approved budget. SBWDB shall not transfer funds between cost categories or adjust designated "total budget" line items without prior written approval by authorized WDB staff (applicable to cost reimbursement contracts only). Invoices for reimbursement submitted by SBWDB that include designated total line item expenditures above the total budget for that designated line item will not be paid until the cost overrun is reconciled. All limitations on expenditures specified in Federal and State fiscal requirements shall apply to this agreement.

f. SBWDB shall not charge nor receive compensation under this agreement for any services or expenses unless said services or expenses are directly and exclusively related to the purpose of this agreement. In addition, payment may not be received by SBWDB from any other source for said services or expenses. Moreover,

funds shall not be allowed for cost incurred before or after the effective dates of this agreement. SBWDB shall not use WOIA funds as security or payment for obligations or as loans for activities of other funded programs.

g. SBWDB'S personnel whose time is charged to the budget under this agreement shall be paid on a pro-rata basis commensurate with the percentage of time devoted to the programs specified in the scope of services. Personnel costs including salary shall be reasonable. Employees of SBWDB shall be compensated using WOIA funds under this agreement only for work performed under the terms of this agreement.

h. MCWDB shall not pay, and SBWDB shall not request, payment for any accrued employee fringe benefits (including vacation and sick time), which were not accrued by SBWDB's employees during the term of this agreement.

i. In accordance with the requirements at 2 CFR 200.400(g), SBWDB may not earn or keep any profit resulting from WOIA funds paid under this agreement, or other federal financial assistance.

j. Any excess of revenue over costs incurred for services provided by SBWDB must be included in program income. (WIOA secs. 194(7)(A)–(B)). Interest income earned on funds received under WIOA and Wagner-Peyser must be included in program income. (WIOA sec.194(7)(B)(iii)) Accordingly, these funds may be retained by SBWDB to underwrite additional training or training related services pursuant to the project or program that generated them, consistent with the purposes of WIOA. When SBWDB ultimately discontinues the provision of all WIOA training and/or services described in this agreement, program income remaining shall be returned to the MCWDB.

k. SBWDB shall make available to the MCWDB, upon request, a complete and detailed record or cost allocation of any expenses that are, in whole or in part, supported with program funds. This detailed account shall include percentages and total contributions from both WIOA and non-WIOA sources. Shared expenses may include, but are not necessarily limited to the following: staff salaries, facilities, equipment, etc.

l. Travel expenses when permitted should be made at the agency rate per mile, but the rate cannot exceed the amount allowed by the MCWDB. (Reference Monterey County travel expense reimbursement policy, located online at: http://www.co.monterey.ca.us/auditor/pdfs/county_travel_business_expense_policy_12-5-12.pdf)

9. PAYMENT OF AUTHORIZED EXPENDITURES

a. Subject to receipt of funds from the State, MCWDB agrees to reimburse SBWDB for expenditures authorized in the agreement budget. Financial reports and invoices are due to the fiscal unit of the MCWDB by the 15th working day of each month and shall include all obligations, expenditures and accruals incurred during the previous month, unless otherwise specified by the MCWDB. Late submission of financial reports and invoices are subject to withholding of payment due to non-compliance with SBWDB'S agreement to submit timely and accurate reports and invoices. The WDB's Fiscal Unit shall pay the certified invoice within 30 days of receiving the certified invoice. Financial information reported on claims must be directly linked to records maintained by SBWDB which support actual delivery of services as outlined in the existing agreement between SBWDB and the MCWDB. The MCWDB shall be the sole judge of what constitutes adequate supporting documentation.

b. SBWDB shall be paid in accordance with the agreement and budget, not to exceed the maximum amount specified. Any cost incurred by SBWDB over and above the maximum amount obligated by the agreement and budget shall be at the sole risk and expense of SBWDB.

10. PERFORMANCE ACCOUNTABILITY

a. SBWDB, commencing as of the date of execution of this agreement by both parties, shall perform all the functions set forth in the agreement scope of services. Adequate performance under this agreement is essential and SBWDB shall measure its performance results against goals and performance standards provided by this agreement. Measured performance below goals standards will constitute noncompliance with the terms of this agreement.

b. It is the responsibility of SBWDB to bring to the attention of the MCWDB areas of performance which are below goals and standards and, with respect to each such area, prepare a corrective action plan or a statement justifying modification of operational plans. In addition, upon receipt of any monitoring report or other communication identifying areas of concern, a corrective action plan must be submitted to the MCWDB within the time frame identified in the report. A corrective action plan shall consist of the following:

(1) Specific Actions to be taken

(2) The objective of each action
(3) Completion dates
(4) Person(s) responsible
(5) Result(s) to be accomplished

c. SBWDB shall submit all corrective plans to MCWDB staff for written approval. If approved, SBWDB shall keep the MCWDB aware on a continued basis until the corrective action plan results are accomplished. The MCWDB reserves the right to require modifications to the corrective action plan, satisfactory to the MCWDB, in the event of failure by SBWDB to achieve the specified results.

d. Failure of SBWDB to satisfy administrative standards and/or performance goals may result in the immediate reduction of service levels to new applicants and/or enrollees by the MCWDB. Such reduction will be accompanied by a proportionate decrease in obligated agreement funds.

11. MAINTENANCE OF EFFORT

SBWDB shall comply with the following maintenance of effort requirements:

a. SBWDB warrants that participant positions funded through this agreement are in addition to those that would otherwise be financed by SBWDB without assistance under WIOA.

b. Participant positions funded through this agreement shall: (1) result in an increase in employment opportunities over those that would otherwise be available; (2) not result in the displacement of currently employed workers, including partial displacement such as a reduction in hours of non-over time work, wages or employment benefits; (3) not impair existing contracts for service or result in a substitution of Federal funds for other funds in connection with work that would otherwise be performed; (4) not substitute public service and/or work experience positions for existing jobs.

c. SBWDB will not terminate, layoff or reduce the working hours of an employee for the purpose of hiring an individual with funds available under WIOA.

d. SBWDB will not hire any person using funds available under WIOA when any other person is on layoff for the same or substantially equivalent job.

12. AMENDMENTS

This agreement may be unilaterally modified by the MCWDB, under the following circumstances:

a. There is a decrease in Federal or State funding levels.

b. Funds awarded to SBWDB have not been expended in accordance with the budget included in the approved SBWDB'S plan. This will occur if, after consultation with SBWDB, the MCWDB has determined, in a manner consistent with State and Federal law, regulations and policies, that funds will not be spent in a timely manner.

c. There is a change in State and Federal law or regulation requiring a change in the provisions of this agreement.

d. An amendment is required to change SBWDB'S name as listed on this agreement. Upon receipt of legal documentation of the name change, the MCWDB will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

Except as provided above, the agreement may be amended only in writing by the mutual agreement of both parties.

13. REPORTING

a. SBWDB will compile and submit reports of activities, performance and expenditures by the specified dates prescribed by the MCWDB. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this agreement will result in funds not being paid.

b. SBWDB shall submit to MCWDB all required reports on a timely basis as delineated by MCWDB. SBWDB shall submit written monthly status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken or other reports determined to be necessary by the MCWDB. These reports are due to the WDB staff, as requested in writing. SBWDB also shall submit on a timely basis all required agreement supplemental documents.

14. TERMINATION

This agreement may be terminated, in whole or in part, for either of the two following circumstances:

a. **Termination for Convenience:** Either the MCWDB or SBWDB may request a termination, in whole or in part, for convenience. SBWDB will give a ninety (90) calendar day advance notice in writing to the MCWDB. The MCWDB will give a ninety (90) calendar day advance notice in writing to SBWDB.

b. **Termination for Cause:** The MCWDB may terminate this agreement, in whole or in part, when it has determined that SBWDB has substantially violated a specific provision of the WIOA regulations, the Uniform Guidance, or implementing State legislation and corrective action has not been taken.

All notices of termination must be in writing and be delivered personally or by deposit in the U.S. Mail postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U.S. Postal Service.

Notices to the MCWDB will be addressed to:
Chris Donnelly, Interim Executive Director
Monterey County Workforce Development Board
168 W. Alisal Street
Salinas, CA 93905

Notices to SBWDB will be addressed to:
Enrique Arreola, Director
San Benito County Workforce Development Board
1111 San Felipe Road, Suite 108
Hollister, California 95023

15. RECORDS MAINTENANCE & RETENTION

a. If participants are served under this agreement, SBWDB will use the Monterey County's Virtual Job Center https://www.ajccmontereycounty.org and/or CalJOBS https://www.caljobs.ca.gov, online case management systems as prescribed by the MCWDB.

b. SBWDB will retain all records pertinent to this agreement for a period of three (3) years from the date of final payment of this agreement. If, at the end of three (3) years, there is litigation or an audit involving those records, SBWDB will retain the records until the resolution of such litigation or audit. (Refer to Uniform Guidance, Subpart D, Part 200.333-200.337.)

c. The MCWDB, State of California, and/or the U.S. DOL, or their designee (refer to Uniform Guidance, Subpart F, Part 200.500-200.521) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this agreement. For purposes of this section, "access to" means that SBWDB shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. SBWDB shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the agreement. SBWDB'S performance under the terms and conditions herein specified will be subject to an evaluation by the MCWDB of the adequacy of the services performed, timeliness of response and a general impression of the competency of SBWDB'S organization and its staff.

d. Portable Document Format (PDF), electronic, machine readable information or paper documentation is allowed for the purpose of records maintenance and retention, as long as there are appropriate and reasonable internal controls in place to safeguard against any inappropriate alteration of records. (Reference Uniform Guidance 2 CFR 200.335 – Methods for Collection, Transmission and Storage of Information) To the extent possible, SBWDBS should use the Virtual Job Center and/or CalJOBS systems as prescribed by the MCWDB, as both a reporting and a case management tool.

16. AUDITS

a. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted in accordance with 2 CFR Part 200.514.

b. SBWDB will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. SBWDB must follow the audit requirements (single audit or program-specific audit requirement) of Uniform Guidance 2 CFR, Part 200 and DOL Exceptions 2 CFR Part 2900.

c. Auditors performing monitoring or audits of SBWDB will immediately report to the MCWDB any incidents of fraud, abuse or other criminal activity in relation to this agreement, the WIOA or its regulations.

17. DISALLOWED COSTS

a. Except to the extent that the State determines it will assume liability, SBWDB will be liable for and will repay the MCWDB, any amounts expended under this agreement found not to be in compliance with the WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIOA. Payment of any disallowed costs must be made within 30 days of notification of the disallowed costs, unless otherwise specified by MCWDB.

b. SBWDB shall be notified of all final determinations made by the MCWDB regarding audit reports, independent monitoring reports, and WDB administrative findings by a final determination letter.

c. If SBWDB fails to refund any disallowed cost within 30 days, MCWDB may, at its sole discretion, terminate any and all agreements with SBWDB effective immediately thereon.

18. CONFLICTS

a. SBWDB will cooperate in the resolution of any conflict with the MCWDB that may occur from the activities funded under this agreement.

b. In the event of a dispute between the MCWDB and SBWDB over any part of this agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the MCWDB and SBWDB. An election for arbitration pursuant to this provision will not preclude either party from pursing any remedy for relief otherwise available.

19. PROPERTY

a. All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by SBWDB under this agreement, will be disposed of in accordance with the direction of the MCWDB. In addition, any tools and/or equipment furnished to SBWDB by the MCWDB and/or purchased by SBWDB with funds pursuant to this agreement, will be limited to the use within the activities outlined in this agreement and will remain the property of the DOL and/or the MCWDB. Upon termination of this agreement, SBWDB will immediately return such tools and/or equipment to the MCWDB or dispose of them as prescribed by the MCWDB.

b. All non-expendable property acquired with program funds provided, in whole or in part, under this agreement shall become property of the MCWDB at the time of acquisition and shall be returned to the MCWDB upon termination of the agreement and completion of the program or at such time as the County makes a request for such property. Non-expendable property is defined as property which will not be consumed or lose its identity during the agreement term, has a unit value in excess of $1,000 at the time of purchase, and is expected to have a useful life of one year or more.

c. SBWDB shall obtain advance written approval of MCWDB for purchase of any non-expendable equipment having a unit purchase price of $1,000 or more, and use expectancy in excess of one year.

d. Property records for non-expendable property shall be accurately maintained by SBWDB and shall reflect the following:

(1) a description of the property;
(2) acquisition date and costs;
(3) supplier; and
(4) percentage of the cost of the property purchased with funds from this agreement.

e. SBWDB shall insure that adequate safeguards are provided to prevent loss, damage or theft of the property. In the case of all suspected thefts and if there is any possibility of a criminal cause of the loss or damage, SBWDB shall report the loss, damage, or theft to the police, unless the possible crime occurred in another jurisdiction, in which case SBWDB shall report it to the law enforcement authorities with that jurisdiction and SBWDB shall provide a copy of the law enforcement report to the WDB.

20. INTELLECTUAL PROPERTY PROVISIONS

a. **Federal Funding:** In any agreement funded, in whole or in part, by the Federal government, MCWDB may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the agreement, except as provided in 37 CFR Par 401.14. However, pursuant to Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, the Federal government shall have a royalty-free, non-

exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

b. **Ownership:**

(1) Except where MCWDB has agreed in a signed writing to accept a license, MCWDB 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 SBWDB or MCWDB and which result directly or indirectly from this agreement.

(2) For the purpose of this agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copy rights, 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, any data or information maintained, collected or stored in the ordinary course of business by the MCWDB, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter 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 purpose 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, computer software 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 purpose 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, SBWDB may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this agreement. In addition, under this agreement, SBWDB may access and utilize certain of MCWDB Intellectual Property in existence prior to the effective date of this agreement. Except as otherwise set forth herein, SBWDB shall not use any of MCWDB's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of the MCWDB. Except as otherwise set forth herein, neither SBWDB nor MCWDB shall give any ownership interest in or rights to its Intellectual Property to the other party. If, during the term of this agreement, SBWDB accesses any third-party Intellectual Property that is licensed to MCWDB, SBWDB agrees to abide by all license and confidentiality restrictions applicable to MCWDB in the third-party's license agreement.

(4) SBWDB agrees to cooperate with MCWDB in establishing or maintaining SBWDB's exclusive rights in the Intellectual Property, and in assuring MCWDB's sole rights against third parties with respect to the Intellectual Property. If SBWDB enters into any agreements or subcontracts with other parties in order to perform this agreement, SBWDB shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraph twenty-one (21). Such terms must include, but are not limited to, the subSBWDB assigning and agreeing to assign to SBWDB all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subSBWDB, SBWDB, or MCWDB, and which result directly or indirectly from this agreement or any subcontract.

(5) Pursuant to paragraph twenty-one (21) (b) (4) of the Intellectual Property Provisions, the requirement for the MCWDB to include all Intellectual Property Provisions of paragraph twenty-one (21) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.

(6) SBWDB further agrees to assist and cooperate with MCWDB 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 SBWDB's Intellectual Property rights and interests.

c. **Retained Rights / License Rights:**

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by SBWDB or MCWDB and which result directly or indirectly from this agreement, SBWDB 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. SBWDB hereby grants to MCWDB, 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 of SBWDB'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 SBWDB 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 SBWDB from using any ideas, concepts, know-how, methodology or techniques related to its performance under this agreement, provided that SBWDB user does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of MCWDB or third-party, or result in a breach or default of any Intellectual Property provisions of paragraph twenty-one (21) or result in a breach of any provisions of law relating to confidentiality.

d. **Copyright:**

(1) SBWDB agrees that for purposes of copyright law, all works, as defined in Intellectual Property, paragraph twenty-one (21) (b) Ownership (2) (a), of authorship made by or on behalf of SBWDB in connection with SBWDB's performance of this agreement shall be deemed "works made for hire". SBWDB further agrees that the work of each person utilized by SBWDB in connection with the performance of this agreement will be a "work made for hire"; whether that person is an employee of SBWDB or that person has entered into an agreement with SBWDB to perform the work. SBWDB shall enter into a written agreement with any such person that: (I) all work performed for SBWDB shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all rights, title, and interest to the MCWDB to any work product made, conceived, derived from or reduced to practice by SBWDB or MCWDB and which result directly or indirectly from this agreement. (Refer to Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.)

(2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by SBWDB or MCWDB and which result directly or indirectly from this agreement may not be reproduced or disseminated without prior written permission from the MCWDB.

e. **Patent Rights:** With respect to inventions (refer to Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900), made by SBWDB in the performance of this agreement, which did not result from research and development specifically included in SBWDB's agreement scope of services, SBWDB hereby grants to MCWDB a license as described under paragraph twenty-one (21) (c) 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 SBWDB's agreement scope of services, then SBWDB agrees to assign to MCWDB, without additional compensation, all its rights, title and interest in and to such inventions and to assist the MCWDB in securing United States and foreign patents with respect thereto.

f. **Third-Party Intellectual Property:** Except as provided herein, SBWDB agrees that its performance of this agreement shall not be dependent upon or include any Intellectual Property of SBWDB or third-party without first: (I) obtaining MCWDB's prior written approval; and (ii) granting to or obtaining for MCWDB, without additional compensation, a license, as described in paragraph twenty-one (21) (c), for any of SBWDB or third-party's Intellectual Property in existence prior to the effective date of this agreement. If such a license upon these terms is unattainable, and the MCWDB determines that the Intellectual Property should be included in or is required for SBWDB's performance of this agreement, SBWDB shall obtain a license under terms acceptable to the MCWDB.

g. **Warranties:**

(1) SBWDB represents and warrants that:

a) It has secured and will secure all rights and licenses necessary for is performance of this agreement.

b) Neither SBWDB's performance of this agreement, not 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 SBWDB or MCWDB 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 are currently no actual or threatened claims by any such third-party based on an alleged violation of any such right by SBWDB.

c) Neither SBWDB'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.

d) It has secured and will secure all rights and licensees necessary for Intellectual Property including, but not limited to, consents, waivers, or releases from all authors.

e) Of music or performances used, and talent (radio, television and motion picture talent), owners of 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 MCWDB in this agreement.

g) It has appropriate systems and controls in place to ensure that State and Federal 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 SBWDB's performance of this agreement.

(2) MCWDB 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.

h. **Intellectual Property Indemnity:**

(1) SBWDB shall indemnify, defend and hold harmless MCWDB and the County of Monterey 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 SBWDB is a party to any pending or threatened litigations, which arise out of or are related to (if) the incorrectness or breach of any of the representations, warranties, covenants or agreements of SBWDB pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of MCWDB'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 SBWDB or MCWDB 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 was issued after the effective date of this agreement. MCWDB reserves the right to participate in and/or control, at SBWDB's expense, any such infringement action brought against MCWDB.

(2) Should any Intellectual Property licensed by SBWDB to MCWDB under this agreement become the subject of an Intellectual Property infringement claim, SBWDB will exercise its authority reasonably and in good faith to preserve MCWDB's right to use the licensed Intellectual Property in accordance with this agreement at no expense to MCWDB. MCWDB shall have the right to monitor and appear through its own counsel (at SBWDB's expense) in any such claim or action. In the defense or settlement of the claim, SBWDB may obtain the right for MCWDB 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 functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, MCWDB may 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) SBWDB agrees that damages alone would be inadequate to compensate MCWDB and the County of Monterey for breach of any term of these Intellectual Property provisions of paragraph twenty-one (21) by SBWDB. SBWDB acknowledges MCWDB and the County of Monterey would suffer irreparable harm in the event of such breach and agrees MCWDB and the County of Monterey 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.

i. **Survival:** The provisions set forth herein shall survive any termination or expiration of this agreement or any project schedule.

21. CONFIDENTIALITY REQUIREMENTS

The MCWDB and SBWDB will exchange various kinds of information pursuant to this agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the MCWDB, State of California EDD, California Department of Social Services, California Department of Education, California Department of Corrections and Rehabilitation, County Welfare Department(s), County IV-D Directors Office of Child Support, Office of the District Attorney, California Department of Mental Health, California Office of Community Colleges and Department of Alcohol and Drug Programs.

The MCWDB and SBWDB agree that:

a. Each party must recognize and safeguard personally identifiable information (PII) and information designated as sensitive in accordance with Uniform Guidance 2 CFR 200.303 – Safeguarding Personally Identifiable Information. SBWDB must take reasonable measures to safeguard protected PII, as well as any information that the MCWDB designates as sensitive. Both SBWDB and MCWDB must meet the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information, located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.

b. Each party shall keep all information that is exchanged between them in the strictest confidence and make sure information available to their respective employees is only on a "need-to-know" basis.

c. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.

d. SBWDB agrees that information obtained under this agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.

(1) Aggregate Summaries: All reports and/or publications developed by SBWDB based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.

(2) Publication: Prior to publication, SBWDB shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.

(3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.

e. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.

f. SBWDB shall notify the MCWDB of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (831)759-6644 or (831)796-6434. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets. SBWDB shall cooperate with the MCWDB in any investigation of security incidents. The system or device affected by an information security

incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If SBWDB learns of a breach in the security of the system which contains confidential data obtained under this agreement, then SBWDB must provide notification to individuals pursuant to Civil Code Section 1798.82.

g. SBWDB shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this agreement. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.

h. At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device or on any form of removable electronic storage media of any kind unless the data are fully encrypted.

i. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the Civil Code, Section 502 of the Penal Code, Section 2111 of the Unemployment Insurance Code, Section 10850 of the Welfare and Institutions Code and other applicable local, State and Federal laws.

j. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.

k. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

l. If the MCWDB or SBWDB enters into an agreement with a third-party to provide WIOA services, the MCWDB and SBWDB agree to include these data and security and confidentiality requirements in the agreement with that third-party. In no event, shall said information be disclosed to any individual outside of that third-party's authorized staff, subSBWDB(s), service providers, or employees.

m. SBWDB may, in its program operations, allow an individual to register for resume-distribution services at the same time the individual enrolls in the Virtual Job Center or CalJOBS. SBWDB shall ensure that it and all subSBWDBs comply with the Intellectual Property requirements of paragraph twenty-one (21) of this agreement, the confidentiality requirements of paragraph twenty-two (22) of this agreement and any other terms of this agreement that may be applicable. In addition, the following requirements must be adhered to by SBWDB and its subSBWDBs:

   (1) All client information submitted over the Internet to SBWDB and/or subSBWDB(s) databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Client's social security numbers must be stored in a separate database within SBWDB and/or subSBWDB(s) network of servers, and protected by a firewall and a secondary database server firewall or AES1 data encryption. If a SBWDB and/or subSBWDB(s) obtain confidential information, the agreement between SBWDB and its subSBWDB(s) must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. SBWDB and/or subSBWDB(s) should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case, the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later.

   (2) Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using SBWDB and/or subSBWDB(s) services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in SBWDB and subSBWDB(s) agreement scope of services.

(3) SBWDB must give an America's Job Center of California (Job Center) or One-Stop Career Center (One-Stop) client the option to use the Job Center or One-Stop services, including Virtual Job Center or CalJOBS, even if he or she chooses not to use any services of SBWDB and/or subSBWDB(s). This option shall be prominently, clearly, and immediately communicated to the client upon registration within the Job Center or One-Stop for the Virtual Job Center or CalJOBS. This obligation applies even if SBWDB's and/or subSBWDB's resume-distribution services, or any other services are offered to the client.

(4) SBWDB and/or subSBWDB(s) must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services SBWDB and/or subSBWDB(s) offers. SBWDB and/or subSBWDB(s) shall not use a client's personal and/or demographic information without the client's prior permission. A link to SBWDB and/or subSBWDB(s) privacy policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.

(5) When the MCWDB modifies State automated systems such as the CalJOBS or VOS systems, it shall provide reasonable notice of such changes to SBWDB and/or subSBWDB(s). SBWDB shall be responsible to communicate such changes to its subSBWDB(s) in the local area.

n. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.

Monterey County Workforce Development Board

Attachment E

Prop 39 2.0: Training Implementation
SERVICE CASH INVOICE

I. Date of Request:	
II. Invoice #	
III. Invoice Period: From: To:	
IV. MOU # or Agreement #	
V. Awardee Name	
Full Address	
Invoice Contact:	

Phone number:
Email Address:

VI. 1. Staff:	Current Expenditures	YTD Expenditures	Leveraged Expenditures	Is Leverage Funding Cash/ In-Kind	Leveraged YTD Expenditures
a) Salaries					
b) Fringe Benefits % of Salaries					
2. Staff Travel					
3. Communications					
4. Facility Rent					
5. Facility Utilities					
6. Facilities Maintenance					
7. Office Supplies -- detail major					
8. Testing/Instructional Materials -- detail major					
9. Equipment Purchases					
10. Equipment lease/use-charge					
11. Tools and Supplies (detail per participant cost)					
12. Support Services					
13. Indirect costs					
14. Total Costs listed in Item 14 of Budget Details					
15. Total Costs listed in Item 15 of Budget Details					
16.GRAND TOTAL	$0.00	$0.00	$0.00		$0.00

Monterey County Workforce Development Board

Leverage Funding Notes: _____

_____

MOU Party Certification: I certify that to the best of my knowledge and belief that this report is true in all respects and that all disbursments have been made for the purposes of this program.

Name:	Title:
Signature:	Date:

Monterey County Workforce Development Board - Fiscal Dept. Approval for Payment	
Name:	Signature:
Date:	

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 19.

MEETING DATE: 1/24/2017

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: James A. Rydingsword

AGENDA ITEM PREPARER: Enrique Arreola

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD
Approve the agreement between the San Benito County Health & Human Services Agency and the City of Salinas for a non-entitlement Emergency Solutions Grant (ESG) for an amount of $190,000 for the period of December 19, 2016 through December 19, 2017.
SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The San Benito County Health and Human Services Agency, Community Services and Workforce Development has been successful in securing a non-entitlement Emergency Solutions Grant (ESG) with the City of Salinas in the amount of $190,000 for the period of December 19, 2016 through December 19, 2017.

This grant is to benefit our homeless community for the operations of this year's Warming Shelter and for Rapid Re-housing activities. A total of $100,000 is for the operations of the Warming Shelter. The shelter opened on December 3, 2016 and will run through March 31, 2017. The County is leasing up to 10 rooms from the Farm Labor Association (FLA) to serve up to 40 homeless individuals at the San Benito Migrant Labor Camp. Additional rooms will be made available if there is

an overflow. The program provides transportation, meals, shelter, security services and supportive services among other activities.

The remaining $90,000 is to provide Rapid Re-housing activities to help those who are experiencing homelessness to be quickly re-housed and stabilized. The funds will provide for a variety of assistance, including: short-term rental assistance and housing relocation and stabilization services, including such activities as mediation, credit counseling, security or utility deposits, utility payments, moving cost assistance, and case management.

The budget adjustment was requested and approved in November as part of the Warming Shelter Program authorization.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

221.80.2285

CURRENT FY COST:

$190,000

STAFF RECOMMENDATION:

1) Approve the agreement between the San Benito County Health & Human Services Agency and the City of Salinas for a non-entitlement Emergency Solutions Grant (ESG) for an amount of $190,000 for the period of December 19, 2016 through December 19, 2017
2) Authorize the Director of HHSA to sign said agreement and any subsequent amendments.

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

Approved per staff recommendation. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
Emergency Solutions Grant Agreement 2016-2017	1/12/2017	Contract

This is an official document.
Do not make any changes to this document EXCEPT to modify your signature block on the last page as needed.

FUNDING AGREEMENT BETWEEN CITY OF SALINAS

AND

County of San Benito Community Services & Workforce Development

FOR

Non-Entitlement Emergency Solutions Grant (ESG)

FISCAL YEAR 2016-2017

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FUNDING AGREEMENT BETWEEN CITY OF SALINAS

AND

County of San Benito Community Services & Workforce Development

FOR

Non-Entitlement Emergency Solutions Grant (ESG)

FISCAL YEAR 2016-2017

This Non-Entitlement Emergency Solutions Grant (ESG) Agreement ("Agreement"), made and entered into this 19th day of December 2016, by and between the City of Salinas, a charter city and municipal corporation, ("City"), and, **County of San Benito Community Services & Workforce Development**, a California municipality, (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability (NOFA) dated May 16, 2016, under the Emergency Solutions Grant (ESG) Program ("Program"). The City of Salinas prepared a NOFA to ESG agencies in Monterey and San Benito Counties on May 20, 2016.

WHEREAS, City of Salinas is an approved State of California ESG Administrative Entity (AE) and has made these funds available to eligible recipients/Grantees, including private non-profit organizations;

WHEREAS, the Department has approved funding allocations for the ESG Program, subject to terms and conditions of the NOFA, Program guidelines and requirements, and the Standard Agreement and other contracts between Department and ESG grant recipients;

WHEREAS, ESG funds are available for the operations and essential supportive services for homeless prevention, rapid re-housing, and grant administration;

WHEREAS, ESG funds may be used in non-entitlement and entitlement areas within San Benito and Monterey Counties;

WHEREAS, the Grantee must make matching contributions to supplement the Grantee's ESG program in an amount that equals the Grantee's fiscal year grant for ESG and each matching contribution must meet the requirements under 2 CFR 200.306;

WHEREAS, Grantee has applied to the City for FY 2016-17 Non-Entitlement ESG public services funding to reimburse Grantee for a portion of the cost of providing services to the community;

WHEREAS, the City of Salinas was authorized to be the Administrative Entity (AE) by Resolution # 21053 (N.C.S.) dated September 20, 2016, "A Resolution of the Salinas City Council Authorizing the City of Salinas to be the State Administrative Entity for the Emergency Solutions Grant (ESG) Grant;

WHEREAS, the Grantee follows the regulations set forth by the Department of Housing and Community Development (HCD), Emergency Solutions Grants Program State Regulations under the California Code of Regulations Title 25, Division 1, Chapter 7, Subchapter 20; and

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein, the parties hereto agree as follows:

PART I - AGREEMENT

Section 1. Definitions (as used in this Agreement)

Except to the extent modified or supplemented by this Agreement, any term defined in Title I of the Housing and Community Development Act of 1974, or the HUD Emergency Solutions Grant Regulations at 24 CFR Part 576, shall have the same meaning when used herein.

a. "Grantee" shall mean an entity, whether public or private, which has the responsibility for administering a project or activity meeting the criteria specified by HUD in the Emergency Solutions Grant regulations (24 CFR 576.) that is authorized to use ESG funds to carry out certain special activities.

b. "HUD" means the U.S. Department of Housing and Urban Development or a person authorized to act on behalf of the Department.

c. Emergency Solutions Grant, "ESG" means the Emergency Solutions Grant program.

d. "Proposal" means the agency's application submitted to the City of Salinas requesting ESG funding.

Section 2. Term

This Agreement shall commence on December 19, 2016, and expires on December 19, 2017, unless suspended or terminated sooner pursuant to the terms of this Agreement. This Agreement may not be extended beyond the term set forth in this section.

Section 3. Scope of Service

This Agreement, including the attached budget, Exhibit A and Exhibit B- Project Timeline, herein made part of this agreement, is to be performed in accordance with Grantee's FY FY 2016-17 Funding Proposal/Application for funding ("Proposal") dated June 23, 2016 and addendums as applicable, on file at the City of Salinas, Community and Economic Development Department-Housing Division, and incorporated herein by this reference.

a. Activities

The Grantee will be responsible for administering the ESG grant for San Benito County Warming Shelter in a manner satisfactory to the City/AE and consistent with ESG

Regulations defined in 24 CFR 576.01 and the California Code of Regulations Title 25, Division 1, Chapter 7, Subchapter 20. Such program will include the following activities eligible under the ESG program:

b. Components and Objectives

The ESG program provides funding for five program components: (1) street outreach; (2) emergency shelter; (3) homeless prevention; (4) rapid re-housing assistance; and (5) HMIS as defined in CFR 576.01 through 576.108.

The objectives of the ESG program are to: (1) engage homeless individuals and families living on the street; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents, (5) rapidly re-house homeless individuals and families, and (6) prevent families/individuals from becoming homeless as defined in 24 CFR Part 576.

c. Levels of Accomplishment-Goals and Performance Measures

The levels of accomplishment are referenced in Exhibit B-Project Timeline and herein made part of this agreement.

d. Staffing

The list of staff and time commitments to be allocated to each activity are included in Section 5 of the Grantee's FY 16/17 Application. Any changes in the Key Personnel assisted or their general responsibilities under this project are subject to the prior approval of the Grantee. The City must be contacted if any key personnel changes occur during the grant cycle.

e. Performance Monitoring

The City will monitor the performance of the Grantee against goals and performance standards as stated above. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated and the City may be required to request the Grantee to reimburse funds mismanaged or misspent back to the State.

Section 4. Funding

Purpose:

Activity 1: Warming Shelter guests will be able to utilize the internet to search for housing opportunities during their stay and receive assistance from staff. The goal is to assist guests as much as possible for them to be housed by the end of the shelter season.

Activity 2: Warming Shelter guests who are linked to, or will need to be linked to services, will be provided transportation to their appointments every morning. Shelter coordinator and supervisor will speak to the various service providers to schedule appointments early in the morning so the shelter van may drop off guests directly to their appointments and each guest will receive a bus token to get back in to town.

Activity 3: Warming Shelter guests and families residing at the emergency family shelter will be given assistance once they have identified a housing opportunity. The integrated case worker will contact prospective landlords and pass on information regarding the rapid rehousing component and the measures taken to keep guests and families housed. The rapid re-housing assistance consists of deposit and 3 months rent.

The funds to be used by the City for the payments to Grantee hereunder are ESG funds received under a grant from the State of California HCD.

a. **Maximum Compensation:** It is expressly understood that the total compensation to be paid to Grantee under this Agreement for services rendered shall not exceed .

b. **Funding Availability:** Funding is contingent upon services provided under this Agreement meeting the requirements of the Emergency Solutions Grant Program, as outlined in Title 24, Code of Federal Regulations, Section 576 incorporated herein by reference and made a part hereof, by providing assistance to homeless individuals and families by undertaking homeless prevention activities. The availability of said funds is subject to the control of the State of California, United States Government, Department of Housing and Urban Development and should said funds be encumbered, withdrawn or otherwise made unavailable to City, whether earned by or promised to Grantee, Grantee shall not be paid said funds until they are available for payment. No other funds owned or controlled by City shall be paid under this Agreement unless specifically permitted by the Council of the City of Salinas.

   It is specifically understood and agreed by Grantee that the funds herein authorized for the programs, projects, and services to be undertaken and performed pursuant to this Agreement constitute all of the money presently available for the purpose of this Agreement; that future additional funding of any such programs, projects, or services beyond the term of this Agreement, by any new Agreement or amendment or extension of this Agreement, will depend not only upon the satisfactory performance of this Agreement by Grantee, but also upon the availability to City of grant funds allocated for such purposes; that neither City, nor any employee of City, has made any promise or commitment, expressed or implied, that any additional funds will be paid or made available to Grantee for the purpose of this Agreement over and above the funds expressly allocated thereto under the terms herein.

   Grantee is advised that because additional funding may not be available beyond the term of this Agreement for the completion of any unfinished project or the continuation of any ongoing program or service, Grantee is expected to structure and conduct each project and program in such manner that it may be readily completed or terminated with the minimum of waste or loss in the event no further funding thereof is available.

c. **Use of HUD Funds:** The Grantee shall administer its program in conformance with 2 CFR 200, prior OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

d. **Method of Payment:** City will provide payment for program costs covered by this Agreement on a monthly or quarterly basis upon successful electronic submission of "Expense Report" through the City's online data management system

(www.citydataservices.net) by Grantee indicating the amount of payment requested and a breakdown of expenditures consistent with Grantee's budget included in Exhibit A. All costs shall be supported by properly executed invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible upon request by City and HUD, or designated agents thereof.

e. **Financial Management and Accounting Standards**

Grantee shall request funds only for authorized budget item(s) and the request shall be approved by City's Planning Manager (Housing Division) or his or her designee prior to payment. Payment requests are due on the tenth (10th) **day of each month, whether monthly or quarterly. Should the 10th fall on a weekend or holiday, the Grantee is responsible to provide their reports prior to the weekend or holiday.** ***Agencies that miss*** *City submittal deadlines more than two times in one fiscal year shall be disqualified from submitting a funding proposal for the following year per the Public Services Funding Parameters adopted by Salinas City Council on May 21, 2013. Payments s*hall be reimbursed based upon the prior month's expenditures and appropriate documentation must be submitted electronically. "Expense Report" submitted incorrectly or without the "Activity Report" shall be returned to Grantee by City. Funding shall only be provided for expenses incurred or services provided during the period commencing December 19, 2016 and ending December 19, 2017. **Payment requests received by City after January 31, 2018 need not be considered for payment.**

If any portion of the approved funding is neither expended nor encumbered by December 30, 2017, the allocation shall be correspondingly reduced and the funds made available for other eligible ESG activities and any amendment thereto. In order to ensure compliance with the federal and state regulations concerning timely expenditure of the City's FY 2016-17 ESG Grant the abovementioned project shall be completed within the timeframes specified in the Project timeline **(Exhibit B).**

The Grantee may request an extension for the completion of the proposed scope of work. The Extension Request may only be approved on a case by case basis and only upon written request by submittal of a Request for Extension Form provided by the City of Salinas. Such form shall be completed on the City Data Services (CDS) website at www.citydataservices.net.

Upon written request by Grantee, the Planning Manager may authorize such extension request, provided all HUD, State and City requirements are met. Upon review of the Request for Extension form, the Planning Manager will provide a determination in writing to Grantee within fifteen (15) City of Salinas business working days.

f. **End of Year Reporting for the Consolidated Annual Performance and Evaluation Report**

At the end of the State Fiscal Year timeframe, Grantees must submit HUD's required information for the eCart (ESG-CAPER Annual Reporting Tool) and Guide. This information must be prepared using the same methodology as the eCart and must be used

with all ESG CAPER Comma Separated Values (CSV) export files. Grantees must submit this information in a timely manner. The reporting for this is explained in the HUD Exchange eCart webpage.

g. **Budget Modifications:** Upon electronic submission of a "Budget Modification Request" by Grantee, City's Planning Manager (Housing Division) may authorize a budget revision. Any budget revision executed shall not authorize the total compensation to be paid under this Agreement, as so modified, to exceed the amount shown above in Section 4, paragraph b. Such budget modifications shall be completed on the City Data Services (CDS) website at www.citydataservices.net. Because the City has required spending thresholds, any budget modification must be approved by the City in order to ensure the City meets the State's funding requirements.

h. **Unexpended Funds:** When a portion of the approved budget amount is not expended or encumbered, as per the approved budget within the Proposal (Exhibit A), the maximum compensation shall be automatically reduced by any unexpended portion unless otherwise indicated, in writing, by City's Planning Manager (Housing Division). Grantees spending rapid rehousing dollars are required to spend all their rapid rehousing funds. **Should an agency be at risk to not complete the rapid rehousing obligation of expenditure, the City reserves the right to reassess the grant and possibly de-obligate funding to another agency in order to meet the spending requirements for rapid rehousing**.

i. **Improperly Expended Funds:** If City has reason to believe that any funds disbursed to Grantee under this Agreement were not expended in accordance with the terms and conditions hereof, City shall notify Grantee, in writing, of the facts or conduct which warrant(s) such belief, and shall provide Grantee reasonable opportunity to demonstrate or achieve compliance with the terms of this Agreement. If Grantee fails to demonstrate such compliance to the satisfaction of City within the time specified, upon request by City, Grantee shall immediately refund to City the amount determined to be improperly expended. Monies refunded must come from non-ESG resources.

   The provisions of this paragraph shall be in effect during the terms of this Agreement and for three years thereafter, or until such time as HUD shall have certified after audit, that all funds disbursed to Grantee under this Agreement were expended in accordance with the terms and conditions hereof. The Grantee would be required to re-pay any improperly spent funds to the City of Salinas.

Section 4A. Non-Entitlement ESG Program Requirements

Grantee shall comply with the following requirements of the ESG Program (24 CFR 576), as applicable and the City of Salinas Housing and Community Service Emergency Solutions Grant Operations Manual.

a. Funding of homeless prevention activities for households that have received eviction notices or notices of termination of utility services shall meet the following requirements: (i) the inability of the family to make the required payment must be the result of a sudden reduction in income; (ii) the assistance must be necessary to avoid eviction of the family or termination of the services to the family; (iii) there must be a reasonable prospect the family will be able to secure payment within a reasonable period of time; and (iv) the

assistance must not supplant funding for pre-existing homeless prevention activities from any other source.

b. Whenever ESG funds are used to perform minor rehabilitation of a structure, said structure must be maintained as a shelter for the homeless for not less than a three-year period. Whenever ESG funds are used for either major rehabilitation of a structure, or for conversion of a structure for use as an emergency shelter for the homeless, said structure shall be maintained as a shelter for not less than a ten-year period from the completion of the work. For the purpose of this Agreement, "Minor Rehabilitation/Renovation" means rehabilitation that involves costs totaling seventy-five percent (75%) or less of the value of the building before rehabilitation and "Major Rehabilitation" means rehabilitation that involves costs in excess of seventy-five percent (75%) of the value of the building before rehabilitation.

c. Any building in which ESG funds are used for essential services, or payment of operating expenses, must be maintained as a shelter for the homeless or a facility for assisting the homeless for the period during which such assistance is provided. For buildings with multiple tenants, this requirement applies only to the portion occupied by Grantee.

d. Any building for which ESG funds are used for renovation, conversion or major rehabilitation must meet federal, state and local government safety and sanitation standards upon completion of work.

e. Homeless individuals and families must be given assistance in obtaining: (i) appropriate supportive services, including permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and (ii) other Federal, State, local and private assistance available for such individuals.

f. Grantee shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual served pursuant to this Agreement and/or provided family violence prevention or treatment services and further to ensure that the address or location of any family violence shelter will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.

g. Grantee shall involve, to the maximum extent practicable, homeless individuals and families in policy–making and general operations such as renovation, operation and maintenance of facilities and the delivery of services.

h. Grantee agrees to participate in the local Continuum of Care's Homeless Management Information System (HMIS) including requirements to collect and report an array of data pertaining to homelessness, including unduplicated counts, the use of services, and the effectiveness of the local homeless assistance system. Communities and homeless assistance providers use the data stored in HMIS to improve homeless assistance programs and better serve homeless persons meeting federal requirements of the Emergency Solutions Grant under the McKinney-Vento Homeless Assistance Act.

All other requirements of the ESG Program per title 24 CFR Part 576.

Section 4B. Other Program Requirements

Grantee shall carry out each activity in compliance with all applicable federal laws and regulations as described below:

Monitoring: City will monitor Grantee to ensure that the ESG funds granted through this Agreement are used in accordance with all program requirements (24 CFR 576 & 24 CFR Part 84, Subpart C, Section 84.51) and to determine if Grantee is meeting its objectives listed in Grantee's Proposal, as submitted to City. Substandard performance as determined by City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Grantee within a specified period of time after being notified by City, contract suspension or termination procedures will be initiated.

Evaluation: The City reserves the right to survey Grantee's clients. If the City elects to survey Grantee's clients, the City will deliver questionnaires to the Grantee and the Grantee will distribute those questionnaires to Grantee's clients. Grantee's clients may then remit completed questionnaires directly to the City. The method of return to the City would be clarified during the evaluation process. To maintain Grantee's protection of client confidentiality, City agrees that client surveys will not contain questions requiring the survey-taker to reveal any personally identifying client data. Following receipt of clients' completed questionnaires, the City shall forward a summary of the results to the Grantee.

Disclosure of Confidential Client Information: City and Grantee will protect the confidentiality of all records pertaining to any individual served under this Agreement and will protect the disclosure of such documents, except as otherwise required under state or federal law or unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian. Grantee expressly acknowledges that City is subject to the California Public Records Act and may, therefore, be obligated to disclose records pertaining to Grantee and its activities and services provided pursuant to this Agreement.

Depending on the nature or timing of the request, or future court decisions, records received by City pursuant to this agreement may not remain private and may be publicly disclosed. Given the nature of the applicable law under the California Public Records Act, City cannot guarantee or warrant that it will be able to keep submitted records confidential. Grantee therefore agrees to defend and indemnify City against any suit brought under the California Public Records act to obtain the records; otherwise, City shall not be obligated to defend such suit and may release the records.

Section 5. Records and Reports

Grantee shall provide to City's Planning Manager (Housing Division) or his/her designee, a Monthly or Quarterly Activity Report, in a form determined by City, so that City may meet its record keeping and reporting requirements to HUD. These reports shall be due by the tenth day of each month, and will reflect the prior month's activities. Such Activity Reports shall be completed on the City Data Services (CDS) website at www.citydataservices.net. As required by City and by HUD, Grantee shall maintain adequate records to support the reported statistics regarding beneficiary characteristics and services provided. Such records shall be made available for inspection by City, HUD or designated agents thereof upon request as specified

in 24 CFR Part 576.500, and 576.501. Grantee shall maintain all records required by the regulations specified in 24 CFR Part 576.500, and that are pertinent to the activities funded under this agreement; including but not limited to:

a. records demonstrating that funded activities meet one of the National Objectives of the ESG program;
b. records must include third party documentation of homelessness or have approval from City staff if it is not possible to get third party documentation on some clients;
c. records required to determine the eligibility of activities;
d. records stating the Grantee's policies on procedures to document homelessness;
e. records documenting compliance with fair housing and equal opportunity components of the ESG program;
f. financial records as required by 24 CFR 576.500 and 24 CFR PART 84.21-28 (Revised 2 CFR, Part 215) agreeing to adhere to the accounting principles and procedures required therein, to employ adequate internal controls, and to maintain necessary source documentation for all costs incurred;
g. records demonstrating client eligibility for services provided (including-but not limited to-client name, address, income or other basis for determining eligibility, and description of service provided) and reports of milestones and schedules of programs as requested, per 24 CFR Parts 84 and 85;
h. other records necessary to document compliance with Subpart K of 24 CFR Part 570;
i. the Annual Program Narrative Report due July 31, 2017 (incorporating data on prior year's activities); and
j. performance reports will be provided from the Homeless Management Information System (HMIS) on a quarterly basis to City.

Grantee shall retain all records specified under this Agreement for a period of five years after the expenditures of all funds from the grant under which the last program participant was served.

Section 6: Insurance

Grantee shall indemnify, defend and hold City and its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omission of Grantee, its employees, subcontractors, or agents, or on account of the performance or character of the work, or any other matter arising out of or related to this Agreement, except for any claim arising out of the active negligence or willful misconduct of City, its officers, employees, agents or volunteers. It is understood that the duty of Grantee to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code, and that Grantee shall at its own expense, upon written request of City, defend any such suit or action brought against City, its officers, agents, or employees. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Grantee from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

Grantee shall reimburse City for all costs and expenses (including, but not limited to, fees and charges of architects, engineers, attorneys, and other professionals and court costs) incurred by City in enforcing the provisions of this Section.

Grantee shall maintain comprehensive general liability and property damage insurance or commercial general liability insurance, covering all operations of the Grantee, its agents and employees, performed in connection with the activities conducted under this Agreement, including but not limited to premises and automobiles.

Updated 2015 Requirements-General Liability:

Contractor shall at all times during the term of this Agreement maintain in effect a policy or policies having an A.M Best rating of A-Class VIII or better for bodily injury liability, personal injury, advertising injury and property damage, including product liability insurance with limits on the Declarations Page but not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence and Two Million and 00/100 Dollars ($2,000,000) in the general aggregate and products/completed operations aggregate insuring against any and all liability of the insured with respect to premises and products/completed operations. Liability coverage shall also include coverage for underground work and/or construction performed (if applicable). The coverage afforded to the additional insureds under the Contractor's policy shall be primary insurance and non-contributory. If coverage is on a claims-made basis, the Contractor shall maintain "tail coverage" no less than ten (10) years after the expiration date of the policy or policies. Any policy or policies carrying a deductible of more than $25,000.00 may be subject to review by the City of the Contractor's financials.

Umbrella or Excess - Contractor shall provide limits on the Declarations Page but not less than Two Million and 00/100 Dollars ($2,000,000) per occurrence and Two Million and 00/100 ($2,000,000) in the aggregate on a follow - form basis having an A.M Best rating of A-Class VIII or better.

Auto Liability - Contractor shall provide limits on the Declarations Page but not less than One Million and 00/100 ($1,000,000.00) combined single limit for bodily injury and property damage having an A.M Best rating of A - Class VIII or better. Automobile Liability Symbol 1 (any auto), if the Company owns automobiles. An entity without autos shall have "Non -owned and Hired" coverage (Auto Symbols 8 & 9). The City and its elected and appointed officers, boards, commissions, agents and employees shall be named as Additional Insureds.

Workers' Compensation – Contractor shall provide Workers' Compensation Insurance sufficient to meet its statutory obligation and to provide benefits for employees with claims of bodily injury or occupational disease (including resulting death) as required by the State of California and Employer's Liability Insurance for One Million and 00/100 Dollars ($1,000,000). Waiver of Subrogation for Workers' Compensation in favor of the City of Salinas is required.

Professional Liability - Contractor shall provide limits on the Declarations Page but not less than One Million and 00/100 Dollars ($1,000,000) per occurrence and One Million and 00/100 Dollars ($1,000,000) in the aggregate having an A.M Best rating of A-Class VIII or better.

THE COVERAGE BELOW IS SPECIFIC TO CONTRACTS WITH POTENTIAL POLLUTION EXPOSURE:

Contractor's Pollution Liability – The Contractor's pollution liability insurance policy shall provide limits on the Declarations Page but not less than Five Million and 00/100 Dollars

($5,000,000) per claim and Five Million and 00/100 Dollars ($5,000,000) in the aggregate having an A.M Best rating of A-Class VIII or better. Such liability limits shall be project specific, dedicated to the work to be performed by Contractor. The pollution policy shall contain or be endorsed to include coverage for the following: bodily injury (including death), property damage and environmental cleanup costs, both on-Site and off-Site;

1. Transportation of any waste, including loading/ unloading, from the Site to the final disposal location as well as any temporary storage, transshipment or transfer sites. Transportation coverage shall include owned, hired and non-owned automobiles; and
2. All disposal locations (final and temporary). All such disposal locations shall be covered by the policy as non-owned disposal sites;
3. Shall not contain any exclusion for microbial matter, lead or asbestos.
4. Shall not contain any contractual liability exclusion or any other similar exclusion which would serve to exclude coverage for liability assumed by the Contractor under the Agreement.

The insurance shall include a Waiver of Subrogation in favor of the City. For the avoidance of doubt, Contractor agrees that it presently releases all claims against the City that may arise in the future within the scope of the required subrogation waiver.

a. All insurance companies, with the exception of workers compensation and professional errors and omissions, affording the above coverage to Grantee shall be required to add the City of Salinas, its officers, employees, agents, and volunteers as additional "insureds" by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insurance for the work performed and that no other insurance maintained by City or other named insureds will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protections afforded to City, its officers, employees, agents, or volunteers. All insurance companies affording coverage to Grantee shall be required to add the City of Salinas as an additional insured under the insurance policy.

b. All insurance companies affording coverage to Grantee shall be insurance organizations admitted by the Insurance Commissioner of the State Department of Insurance to transact the business of insurance in the State of California, and shall be written insurers with a current A.M. Best Rating of A–Class VIII or better.

c. All insurance companies affording the above coverage shall provide thirty (30) days written notice to the City of Salinas Risk and Benefits Analyst, 200 Lincoln Avenue, Salinas CA 93901, should the policy be canceled or reduced in coverage before the expiration date, except that the insurance companies shall only be required to provide ten days notice prior to cancellation for non-payment. For the purposes of this notice requirement, any material change prior to expiration shall be considered cancellation.

d. Grantee shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to City's Senior Human Resources Analyst, by certified mail to the City of Salinas Administration Department, 200 Lincoln Avenue, Salinas, CA 93901 and by Grantee uploading the Certificate of Insurance into the City Data Service website at www.citydataservices.net on behalf of the City of Salinas, concurrently with the submittal of this Agreement. A statement on the insurance

certificate which states that the insurance company "will endeavor" to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability to any kind upon the company, its agents or representatives" does not satisfy the requirement of subsection (e) herein. Grantee shall ensure that the authorized representative of the insurance company strikes the above quoted language from the certificate. The insurance certificate shall also state the unpaid limits of the policy.

e. Grantee shall provide a substitute certificate of insurance no later than ten (10) days prior to the policy expiration date. Failure by Grantee to provide such substitution and extend the policy expiration date shall be considered a default. In the event Grantee is unable to provide a substitute certificate of insurance within the time prescribed in this subsection, Grantee shall provide written confirmation of renewal, in a form satisfactory to the City, to act as proof of insurance only until such time as a certificate of insurance has been received by the City.

f. Maintenance of insurance by Grantee as specified in this Agreement shall in no way be interpreted as relieving Grantee of any responsibility whatever, and Grantee may carry, at its own expense, such additional insurance as Grantee deems necessary.

g. In lieu of providing proof of insurance as required by Section 9(A) through (G) herein above, Grantee may provide a letter of insurance to City which represents and warrants to City that Grantee is lawfully self-insured with respect to the liabilities which it may incur in the performance of this Agreement and that, to the best of Grantee's knowledge, Grantee will be in a financial position to meet such potential liabilities when they occur.

Section 7. Subcontracts

Grantee may contract with one or more third parties (subcontractors) to carry out a portion of the services and program described in the Proposal, insofar as Grantee deems such to be proper and efficient.

Prior to Grantee entering into any agreement for any person or organization to render said services, the Grantee shall obtain written approval from City's Planning Manager (Housing Division). Such subcontracts, together with all other activities by or on behalf of Grantee, shall not require payment in excess of City's portion of the total project budget as stated in Part I, Exhibit A of this Agreement. The subcontractor shall be subject to the same terms and conditions that Grantee is subject to under this Agreement and Grantee shall ensure the terms of this Agreement are expressly set forth in any agreements in it may have with any such subcontractors. City shall in no event be liable to any subcontractor or any other creditor of Grantee, and shall be liable to Grantee only in accordance with the terms and conditions of this Agreement.

Section 8. Environmental Review (ER)

The environmental effects of the activity or project carried out must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58. No funds may be committed to the activity or project before the completion of the Environmental Review (ER) and approval of the request of release of funds and related certification, except as authorized by 24 CFR Part 58. Grantee shall not commit funding to any property until City staff has approved the ER and has received clearance from the State Historic Preservation Office (SHPO) to commence work (only for properties over 50 years old).

a. **Air and Water:** The Grantee agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

Section 9. National Flood Insurance Program

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (Public Law 93-234, 42 U.S.C. 4001). The Grantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation) in accordance with the requirements of Section 102(a) of said Act.

Section 10. Lead-Based Paint:

Any grants or loans made by Grantee for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35 Subpart B and 24 CFR 570.608. Grantee will comply with the requirements of 24 CFR 92.355 for notification, inspection, testing and abatement procedures concerning lead-based paint.

Such regulations pertain to all ESG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

Section 11. Amendment

Where it is determined by the Planning Manager (Housing Division) that there is a need to make any change in the project, fiscal procedures, or the terms and conditions of this Agreement (including any changes necessary to comply with changes in Federal, State or local laws or regulations), such change shall be incorporated by written amendment to this Agreement and approved by the Salinas City Council and by Grantee, provided that adjustments in line items within the total approved budget, and minor changes in the nature and scope of services specified in the Agreement, may be approved by the Planning Manager (Housing Division) - any such changes shall be documented in writing.

Section 12. Assignment

There shall be no assignment of rights or obligations under this Agreement without written approval of the Planning Manager (Housing Division). This Agreement restricts the right of the Grantee to assign rights and responsibilities and restricts the right to modify this Agreement. Written notification requesting reassignment of modifications to effectuate the assignment and the modification of the rights and responsibilities under the Agreement must be requested along with a current copy of the IRS letter regarding tax status on any possible merges. Any changes of this agreement must be signed by the Board of Directors of the Grantee, if a corporation, or the management if not a corporation, and by the City of Salinas.

Section 13. Suspension and Termination

If Grantee materially fails to comply with any term of this Agreement, City may suspend or terminate the Agreement in whole or in part. City may terminate the Agreement for convenience with the mutual written agreement of Grantee. Grantee may terminate the Agreement upon no less than thirty (30) days of receipt of written notice, setting forth the reasons for such termination and the effective date of such termination.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports of Grantee, become the property of City and Grantee shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, to the date of termination.

In no event shall any payment by City hereunder constitute a waiver by City of any breach of this Agreement or any default, which may then exist on the part of Grantee, nor shall such payment impair or prejudice any remedy available to City with respect to the breach or default. City expressly reserves the right to demand of Grantee the repayment to the City of any funds disbursed to Grantee under this Agreement, which were not expended in accordance with the terms of this Agreement, and Grantee agrees to promptly refund any such funds upon demand.

Notwithstanding the above, Grantee shall not be relieved of liability to City for damages sustained by City or others by virtue of any breach of the Agreement by Grantee, and City may withhold any payments to the Grantee for the purpose of set off until such time as the exact amount of damages due City from Grantee is determined.

Section 14. Terms and Conditions

This Agreement is subject to and incorporates the provisions attached hereto, and by this reference made a part hereof, which provisions constitute Part II, "Supplemental General Conditions," attached to this Agreement; and/or any written amendment(s) to this Agreement mutually agreed upon by the parties hereto. To the extent that any of the term and conditions of Part I of this Agreement are inconsistent or otherwise in conflict with any of the terms of Part II of this Agreement, the terms and conditions of Part II shall take precedence and apply.

This Agreement and all performance hereunder is subject to the Federal regulations pertaining to the ESG Program, and Grantee agrees to comply with all such regulations, which are incorporated herein by reference and made a part hereof, and which are available for inspection at the Housing Division.

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PART II - SUPPLEMENTAL GENERAL CONDITIONS

The following conditions take precedence over any conflicting conditions in the Agreement:

Section 1. Program Income

Any income generated by Grantee from the use of ESG funds must be immediately reported as earned and returned to City.

Section 2. Uniform Administrative Requirements

a. **Establishment and Maintenance of Records:** Grantee shall comply with the requirements and standards of Federal Office of Management and Budget Circular 2 CFR, Part 230, "Cost Principles for Non Profit Organizations", and 24 CFR Part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations." 24 CFR Part 84, Subpart C, Sections 84.40 through 84.48 set forth standards for use by recipients in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Federal funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal statutes and Executive Orders. No additional procurement standards or requirements shall be imposed upon recipients, unless specifically required by Federal statute or Executive Order or approved by Office of Management and Budget.

   Records shall be maintained in accordance with any other requirements prescribed by HUD or City with respect to all matters covered by this Agreement. Except as otherwise authorized by HUD, such records shall be maintained for a period of five years after receipt of the final payment under this Agreement.

b. **Documentation of Costs:** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible to City upon reasonable request.

c. **OMB Standards:** Unless specified otherwise within this agreement, the Grantee shall procure all materials, property or services in accordance with the requirements of 2 CFR 200.

Section 3. Title VI of the Civil Rights Act of 1964

No person shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the performance of this Agreement.

Compliance: The Grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

Grantee shall take reasonable steps to ensure meaningful access to their programs and activities by Limited English Proficient (LEP) persons while not imposing undue burdens on Grantee. Persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English can be "limited English proficient," or "LEP." Grantee shall assess its extent of its obligation to provide specialized LEP services using the following four factors:

a. The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or Grantee;

b. The frequency with which LEP persons come in contact with the program;

c. The nature and importance of the program, activity, or service provided by the program to people's lives; and

d. The resources available to Grantee and costs of modifying existing procedures.

After performing the four-factor analysis, Grantee is encouraged to document the analysis and outcome and to develop a Language Access Plan (LAP). The LAP identifies Grantee's immediate and longer-term plans for providing language services, which might include identifying LEP individuals who need language assistance, measures by which Grantee's staff will provide language services, how Grantee will train its staff to implement the LAP, providing public notice of the language services Grantee provides, and self-assessment and monitoring by Grantee of its LAP.

Section 4. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 99-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use of occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Grantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

Section 5. Executive Order No. 11063

Grantee shall not discriminate because of race, color, religion, sex, or national origin in the sale, lease, rental, or other disposition of residential property and related facilities, or in the use or occupancy thereof, if property is provided for in whole or in part by a grant of CDBG or ESG funds.

Section 6. Nondiscrimination

No person in the United States shall, on the grounds of race, color, sex, national origin, or religion be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. Additionally, discrimination on the basis of age, under the Age Discrimination Act of 1975 [42 U.S.C. 6101 et seq.] or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 [29 U.S.C. 794] and the Americans with Disabilities Act of 1990, shall be prohibited under the performance of this Agreement. Grantee shall comply with

regulations found at Title 24, Code of Federal Regulations, Part 8, that complement Section 504 of the Rehabilitation Act of 1973.

The Grantee agrees to comply with the non-discrimination in employment and contracting opportunities, laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

a. **Fair Housing Act [42 U.S.C. 3601 et seq.].** No person shall, on the grounds of race or color, religion, sex, national origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

b. **Age Discrimination Act of 1975 [42 U.S.C. 6101 et seq.].** No person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

c. **Section 504 of the Rehabilitation Act of 1973, as amended [29 U.S.C. 794].** No otherwise qualified individual with a disability shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under this Agreement.

    (i) A Grantee that employs less than fifteen (15) persons shall:

        (a). Take appropriate steps to ensure effective communication with applicants, determine auxiliary aids necessary, adopt and implement procedures to ensure that interested person can obtain information concerning the existence and location of accessible services, activities, and facilities. [24 CFR 8.6]

        (b). Evaluate its current policies and practices to determine whether, in whole or in part, they do not or may not meet the requirements of Section 504 and the implementing federal regulations; modify any policies and practices that do not meet the requirements; take appropriate corrective steps to remedy the discrimination revealed by the self-evaluation; maintain on file for at least three years following completion of the evaluation, make available for public inspection and provide to the responsible civil rights official a list of the interested persons consulted, a description of areas examined and any problems identified, and a description of any modifications made and of any remedial steps taken. [24 CFR 8.51]

    (ii) A Grantee that employees fifteen (15) persons or more shall implement (i)(a) and (i)(b) above and in addition:

        (a). Designate at least one person to coordinate its efforts to comply with the obligations imposed by Section 504 and the implementing federal regulations. [24 CFR 8.53(a)]

        (b). Adopt grievance procedures that incorporate due process standards that provide for the prompt and equitable resolution of complaints alleging any

action prohibited by the obligations imposed by Section 504 and the implementing federal regulations. [24 CFR 8.53(b)]

(c). Take appropriate initial and continuing steps to notify participants, beneficiaries, applicants and employees that the Grantee does not discriminate in admission or access to, or treatment or employment in, its federally assisted programs and activities. [24 CFR 8.54]

d. **Subtitle A of Title II of the Americans with Disabilities Act of 1990 [42 U.S.C. 12131].** No qualified individual with a disability shall, on the basis of disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity under this Agreement.

(i) A public entity that employs less than fifty (50) persons shall:

(a). Evaluate its current services, policies, and practices, and the effects thereof, and to the extent that such do not or may not meet the requirements of Subtitle A and the implementing federal regulations, shall proceed to make the necessary modifications. [28 CFR 35.105]

(b). Make available to applicants, participants, beneficiaries, and other interested persons information regarding the provisions of Part 35 and its applicability to the services, programs or activities of the public entity, and make such information available to them in such a manner as the head of the entity finds necessary to apprise such persons of the protections against discrimination assured them by the Americans With Disabilities Act and Part 35. [28 CFR 35.106]

(c). TDD's (telecommunication devices for the deaf) or equally effective telecommunication systems shall be used to communicate by telephone with individuals with impaired hearing or speech. [28 CFR 35.161]

(ii) A public entity that employees fifty (50) persons or more shall implement (i)(a), (i)(b) and (i)(c) above and in addition:

(a). Designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities including any investigation of any complaint alleging noncompliance or any actions prohibited by ADA, make information about designated person available to all interested individuals, adopt and publish grievance procedures providing prompt and equitable resolution of complaints alleging any prohibited action. [28 CFR 35.107]

(b). Take appropriate steps to ensure communication with applicants, participants, and members of the public with disabilities are as effective as communications with others, furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in, enjoy the benefits of, a service, program or activity, determine what type of auxiliary aid and service is necessary, give primary consideration to the requests of individuals with disabilities. [28 CFR 35.160]

Section 7. Affirmative Action

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to the Grantee to assist in the formulation of such program. The Grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

a. **Executive order 11625, 12432, and 12138 Women-and Minority-Owned Businesses (W/MBE):** Grantee agrees to take reasonable steps to ensure that small businesses owned by women or by racial or ethnic minorities have the opportunity to compete for contracts resulting from this Agreement. The Grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. **Executive Order 11246 Equal Employment Opportunity and Affirmative Action (EEO/AA statement**: The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that it is an Equal Opportunity or Affirmative Action employer. Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, sexual orientation, ancestry, national origin or any other basis prohibited by applicable law. The Grantee shall take affirmative action to ensure that applicants that are employed and employees are treated during employment without regard to their race, color, religion, sex, age, handicap, disability, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regards to race, color, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin or any other basis prohibited by law.

Affirmative Outreach

The Grantee will make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the Grantee intends to use to make known the availability of the facilities, assistance, and services will be available to reach persons of any particular race, color, religion, sex, age, national origin, familial status or disability

who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The Grantee must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, Grantees are required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.

Section 8. Business and Employment Opportunities for Lower-Income Residents

Grantee will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. Grantee is encouraged to the greatest extent feasible, to provide opportunities for training and employment be given to lower-income residents of the City of Salinas, and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the City of Salinas.

Section 9. Labor Standards

Except with respect to the rehabilitation of residential property designed for residential use for less than eight units, Grantee and all contractors engaged under contracts in excess of $2,000 for construction work financed in whole or in part with assistance provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3, 5, and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such regulations are imposed by State or local law, nothing hereunder is intended to relieve Grantee of its obligation, if any, to require payment of the higher rates. Grantee shall cause or require to be inserted in full in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5. and, for such contracts in excess of $10,000, 29 CFR 5a.3.b.

The provisions of the Davis-Bacon Act, (40 U.S.C. 276a to 276a-5) do not apply to the ESG program.

Section 10. Acquisition and Rehabilitation of Real Property and Displacement of Persons and Businesses

If Grantee causes the involuntary temporary or permanent displacement of any person or business in connection with development of the Project, Grantee shall reimburse City for City's out-of-pocket costs and expenses, if any, related to compliance with 24 CFR 576.408, Policies for Displacement, Relocation, Acquisition, and Replacement of Housing, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("1970 Relocation Act"), and, if triggered by 24 CFR 92.353(e), Section 104(d) of the Housing and Community Development Act of 1974, including the costs of all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the 1970 Act, as amended, and the implementing regulations at 49 CFR Part 24. If triggered by 24 CFR 92.353(e), Grantee shall also reimburse City for City's out-of-pocket costs and expense to comply with Section 104(d) of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR 576.408 . Grantee hereby agrees to indemnify City from and against, any and all claims and

liabilities for relocation benefits required by the 1970 Act or other federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

Section 11. Conflict of Interest

a. **Interest of Certain Federal Officials:** No member of or Delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

b. **Interest of Members, Officers, or Employees of City, Members of Local Governing Body, or Other Officials:** No member, officer, or employee of City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this subparagraph.

c. **Interest of Members, Officers, or Employees of Grantee and Subgrantees:** No employees, officer or agent of Grantee or any subgrantee shall participate in the selection, award or administration of a contract in which Federal funds are used, where, to his knowledge, he or his immediate family, partners, or organization in which he or his immediate family or partner has a financial interest or with whom he is negotiating or has any arrangement concerning prospective employment. The recipients' officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Any interest on the part of Grantee or his employees must be immediately disclosed to HUD and to City.

   The Grantee agrees to abide by the provisions of 24 Section 576.404, ESG Conflict of Interest Provisions, specific to the ESG program; 404(a) organizational, 404(b) individuals and 404(c) contractors, which include (but are not limited to) the following:

   1. The Grantee shall maintain a written code of standard conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
   2. No employee, officer or agent of the Grantee shall participate in the selection, or in the award, or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
   3. No covered person who exercises or has exercised any functions or responsibilities with respect to ESG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, subcontract, or agreement with respect to the ESG-assisted activity, or with respect to the proceeds from the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer,

or elected or appointed official of the City, the Subrecipient, or any designated public agency.

Section 12. Reversion of Assets

Upon expiration of this Agreement, Grantee shall transfer to the City's ESG fund any unexpended funds and any accounts receivable attributable to the use of ESG funds. Rapid Rehousing funds must be spent within the grant period by the Grantee. Residual assets derived from Grantee's use of ESG funds, such as fixtures and equipment, shall vest with the City upon the end of this Agreement. The City reserves the right to monitor and verify the continued proper management of Grantee's assets derived from ESG funding, if any.

The City is responsible for meeting a 60% expenditure on rapid rehousing dollars and agencies in charge of rapid rehousing dollars must keep track of their spending and ensure their agency meets the rapid rehousing expenditure as proposed in their application.

Section 13. Lobbying Prohibited

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, Grantee shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Grantee shall require that this Section be included in the award documents for all sub-awards at all tiers in connection with this Agreement and that all Grantees shall certify and disclose accordingly.

Section 14. Faith-based Activities

a. **Faith-Based Activities Organizations: 24 CFR Part 576,** Section 406 states Faith-based activities organizations that are directly funded under the ESG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the ESG-funded programs or services. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

b. **Religious Organizations: 24 CFR Part 576,** Section 406(c) 576 states a religious organization that receives ESG funds will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its beliefs, provided that it does not use direct ESG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, Faith-based organizations may use space in their facilities to provide ESG -funded services without removing religious art, icon, scriptures, or other religious symbols. A ESG -funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select

its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

c. **Religious Discrimination: 24 CFR Part 576,** Section 406(c) 576 states an organization receives ESG funds shall not, in providing that ESG assistance, discriminate against a program participant or prospective program beneficiary on the basis of religion or religious belief.

d. **Grantees.** Any sub-recipient of ESG funds provided under this Agreement shall abide by the terms under faith-based activities as described in Title 24 CFR 576.406 with religious activities.

e **Structures Used for Religious Activities** 24 CFR Part 576, Section 406(e) states that ESG funds may not be used for the rehabilitation of structures to the extent that those structures are used for inherently religious activities. ESG funds may be used for the rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under the ESG program. Where a structure is used for both eligible and inherently religious activities, ESG funds may not exceed the cost of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to ESG funds. Sanctuaries, chapels, or other rooms that an ESG-funded religious congregation uses as its principal place of worship, however, are ineligible for funded improvements under the program. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR Parts 84 and 85).

f. **Commingling Funds:** 24 CFR Part 576, Section 406(f) states that if the recipient or a subrecipient that is a local government voluntarily contributes its own funds to supplement federally funded activities, the recipient or subrecipient has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, Section 24 CFR 576.406 applies to all of the commingled funds.

Section 15. Audits and Inspections

Grantee will, at any time during normal business hours and as often as City, HUD, citizens or the Comptroller General of the United States may deem necessary, make available to City, to HUD, to citizens in accordance with the state, federal, and local law, and to representatives of the Comptroller General for examination of all of Grantee's records with respect to all matters covered by this Agreement, excepting in all circumstances any and all records or materials subject to protection pursuant to California Evidence Code §950 et seq. Grantee shall permit City, HUD, citizens (notwithstanding 24 CFR 85.42 (f), and provide citizens with reasonable access to records regarding the past use of ESG funds, consistent with applicable State and local laws regarding privacy, including the attorney-client privilege set forth in California Evidence Code §950 et seq. of confidentiality) and representatives of the Comptroller General to audit, examine and make excerpts, copies or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement in accordance with local, state, and federal laws,

but at all times no information otherwise protected from disclosure pursuant to California Evidence Code §950 et seq.

Grantees receiving less than $500,000 a year in Federal Grants are exempt from Federal audit requirements, but Grantees' records, as may be covered by the attorney client privilege, must be available for review upon request by City, HUD, or representatives of the Comptroller General for examination. Grantees receiving $500,000 or more in Federal grants within a fiscal year shall have an audit made in accordance with OMB Circular A-133.

Grantee further represents to City that Grantee, as a non-profit 501(c) (3) law firm, represents clients in confidential attorney-client relationships, and therefore neither Grantee, nor any of its employees, legal or administrative, are mandatory reporters as described in Welfare & Institutions Code Section 15630 and/or are exempted from reporting pursuant to Welfare and Institutions Code Section 15632(b) and shall maintain at all times the confidentiality of Grantee's clients.

Section 16. HUD Requirements

Unearned or other payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD or City at any time, or if the grant to City under Title I of the Housing and Community Development Act of 1974, as amended from time to time, is suspended or terminated.

Section 17. Prohibition Against Payment of Bonus or Commissions

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or HUD regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

Section 18. Copyrights

If this Agreement or its performance results in a book or other copyrightable material, the author is free to copyright the work, but the U. S. Department of Housing and Urban Development and City each reserve a royalty free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, (and to authorize others to use) all copyrighted material and all material which can be copyrighted.

Section 19. Patents

Any discovery or invention arising out of or developed during the course of work aided by this Agreement shall be promptly and fully reported to City for the sole determination by the U. S. Department of Housing and Urban Development and City as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

Section 20. Political Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of

any candidate for public office. Grantee shall comply with provisions of the Hatch Act, which limits political activities of employees.

Section 21. Board of Directors

Grantee shall provide City with information regarding any changes in the Board of Directors or the management of Grantee no later than ten (10) days from the official change.

Section 22. Notices

Any notices under this Agreement shall be sent to the parties by personal delivery, by facsimile, or by certified mail, return receipt requested, postage prepared in the United States Postal Service at the addresses set forth below. Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3rd) day after mailing. The parties designate the following names, titles, addresses, and telephone numbers:

City:

Planning Manager
City of Salinas
Community & Economic Development Department-Housing Division
65 W. Alisal Street, 2nd Floor
Salinas, California 93901
Telephone: 831-758-7334

Grantee:

County of San Benito Community Services & Workforce Development

1111 San Felipe Road Suite 107

Hollister, CA 95023

Telephone: 831 637 9293

Section 23. Legal Representation

Each party affirms that it has been represented by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

Section 24. Joint Representation

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

Section 25. Warranty of Authority

Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

Section 26. No Waiver of Rights

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any terms of this Agreement shall not constitute a waiver there of. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or of any other promise. A wavier by City of any one or more of the conditions of performance within this Agreement shall not be construed as a waiver(s) of any other condition of performance under this Agreement.

Section 27. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

Section 28. No Third Party Rights

The parties do not intend for any third party to obtain a right by virtue of this Agreement.

Section 29. Modification

No amendments to or changes to this Agreement may be made, except by a writing expressly authorized and signed by City and Grantee.

Section 30. Severability

It is the intent of the parties that in the event that any provision herein is held to be invalid, the remaining provisions shall continue in full force and effect unless enforcement of the Agreement so modified would frustrate the purpose of this Agreement.

Section 31. Further Assurances

Each party agrees to do such further acts and things and do and execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the agreements contained herein in a manner contemplated hereby.

Section 32. Entire Agreement

This Agreement constitutes the entire agreement between City and Grantee and is the final expression of City and Grantee with respect to the included terms and conditions, and as a complete and exclusive statement of the terms and conditions of the agreement. City and Grantee acknowledge that any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by City and Grantee.

Section 33. Rights and Obligations

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 34. Attorney Fees

In case suit shall be brought to interpret or enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled

to recover their reasonable attorney fees in addition to such costs as may be allowed by the court. If awarded, City's attorneys' fees shall be calculated at the market rate.

Section 35. Credit for HUD Funding and City of Salinas

The Grantee shall include the HUD logo and the City of Salinas logo, where feasible, on website and written materials about the HUD-funded program, and include a statement such as "This program funded, in part, by the U.S. Department of Housing and Urban Development in cooperation with the City of Salinas."

Section 36. Compliance with Laws

Grantee's performance under this Agreement shall be in accordance and full compliance with all applicable federal, state and local laws and any rules or regulations promulgated thereunder.

Section 37. Close-outs

e. The Grantee's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the City has control over ESG funds, including program income.

f. **Historic Preservation**: The Grantee agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

   In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

EXHIBIT A – Budget

EXHIBIT B - Scope of Work & Additional Goals

EXHIBIT C-Rental Rehabilitation Program - Additional Requirements

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IN WITNESS WHEREOF, as authorized representatives of the **CITY OF SALINAS** and **County of San Benito Community Services & Workforce Development**, a non-profit corporation, have executed this Agreement.

City of Salinas

By: _____
Ray E. Corpuz Jr., City Manager

Date: _____

Grantee:

By: _____
James A. Rydingsword, Director, HHSA

Date: _____

APPROVED AS TO FORM:

By: _____
Christopher A. Callihan, City Attorney

Date: _____

By: _____
Irma Valencia, Deputy County Counsel

Date: _____

RECOMENED FOR APPROVAL:

By: _____
Anastacia Wyatt, Planning Manager

Date: _____

EXHIBIT A – BUDGET

FY 2016-2017 BUDGET:

Funding by Category:	$90,000		$100,000		$0	$190,000
Budget Category	Rapid Rehousing	Street Outreach	Emergency Shelter	Homeless Prevention	HIMS	Total
Employee Services						
Program Supervisor			$1,679			$1,679
Site Coordinator			$10,942			$10,942
Shelter Lead			$6,815			$6,815
Shelter Worker			$5,883			$5,883
Shelter Worker			$5,883			$5,883
Shelter Worker			$6,183			$6,183
Shelter Case Manager	$16,353		$0			$16,353
Maintenance Worker			$1,298			$1,298
Supplies and Materials						
Consumable Supplies			$14,642			$14,642
Non-Consumable Supplies						$0
Outside Services						
Telephone						$0
Utilities						$0
Maintenance						$0
Contract/Consultant Services			$29,100			$29,100
Other Charges						
Rent			$12,000			$12,000
Travel (Mileage)						$0
Insurance						$0
Capital Outlay						
Equipment/Furniture						$0
Other						
Rental Assistance	$62,984					$62,984
Indirect Expenses	$10,663		$5,575			$16,238
Total	$90,000	$0	$100,000	$0	$0	$190,000

EXHIBIT B - SCOPE OF WORK & ADDITIONAL GOALS

Project Description:	Activity 1: Warming Shelter guests will be able to utilize the internet to search for housing opportunities during their stay and receive assistance from staff. The goal is to assist guests as much as possible for them to be housed by the end of the shelter season. Activity 2: Warming Shelter guests who are linked to, or will need to be linked to services, will be provided transportation to their appointments every morning. Shelter coordinator and supervisor will speak to the various service providers to schedule appointments early in the morning so the shelter van may drop off guests directly to their appointments and each guest will receive a bus token to get back in to town. Activity 3: Warming Shelter guests and families residing at the emergency family shelter will be given assistance once they have identified a housing opportunity. The integrated case worker will contact prospective landlords and pass on information regarding the rapid rehousing component and the measures taken to keep guests and families housed. The rapid re-housing assistance consists of deposit and 3 months rent.

Additional Goals

Qty	Units	Description
11	Guests at Warming Shelter	20% of guests staying at the Warming Shelter will find permanent housing by the end of the shelter season and remain housed using the rapid rehousing funds for this contract.
14	Services provided	25% of the Warming Shelter guests will be linked to services such as employment, cash and non-cash benefits, behavioral health and medical services.
10	Rapid Rehousing	17% of total guests served will receive rapid rehousing services in form of rental subsidies for 3 months.
5	Case management and wrap around services	Of the 17% of guests receiving rapid rehousing services, 50% of them will remained permanently housed for 12 months or more through intensive case management and wrap around services.

EXHIBIT C-Rental Rehabilitation Program – N/A

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 20.

MEETING DATE: 1/24/2017

DEPARTMENT: OFFICE OF EMERGENCY SERVICES

DEPT HEAD/DIRECTOR: Kevin O'Neill

AGENDA ITEM PREPARER: Kevin O'Neill

SBC DEPT FILE NUMBER:

SUBJECT:

OFFICE OF EMERGENCY SERVICES - K. O'NEILL
Approve purchase of horse trailer to be paid by Homeland Security Grant Program (HSGP) FY16 funds to be used and stored at the City of Hollister Animal Control and Equine Evacuation volunteer group in the amount not to exceed $20,000.00, and authorize the CAO to execute any related documents necessary to complete the sale, subject to the approval of County Counsel.
SBC FILE NUMBER: 75.5

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Each year the San Benito County Office of Emergency Services receives funds from the Homeland Security Grant Program (HSGP). Per state and federal requirements the grant governing authority, commonly known as 'Gang of 5,' prioritizes projects to be funded by the grant program. The Gang of 5 includes: The San Benito County Sheriff, Hollister Police Chief, San Benito County Fire Chief (HFD), Hollister Fire Chief, and San Benito County EMS Coordinator.

For the FY16 grant year the Gang of 5 approved multiple projects including a large horse trailer that can be used to evacuate large animals such as cattle and horses in the event of a disaster. This horse trailer will be stored and maintained by the Hollister Animal Control Department but will remain

an asset of the County.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

It is respectfully recommended that:
1. Find that due to the availability of only two vendors within the State of California that the requested trailer meets the requirements for a modified sole source procurement under section 5.09.010 (N) of the San Benito County Code (Purchasing Ordinance),
2. Approve purchase order with 101 Trailer Sales for an amount not to exceed $20,000.
3. Authorize the CAO to execute any related documents necessary to complete the sale, subject to the approval of County Counsel.

ADDITIONAL PERSONNEL:

BOARD ACTION RESULTS:

This item was pulled by Supervisor Anthony Botelho for discussion. Approved per staff recommendation. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
Trailer Quote	12/19/2016	Other

101 Trailer Sales

4400 Highway 101
Aromas, CA 95004
Ph: (831) 726-3220 Fax: (831) 726-7165

Quotation # 5025

Date: 12/14/2016

Hollister Animal Shelter

County	San Benito, Hollister
Phone	
Fax	
Terms	Cash

Qty	Brand	Model	Size	Description	UnitPrice	LineTotal
1	Wilson	STK	16'	7X16 Stock W/Spare Rear Slam Latch	$17,800.00	$17,800.00

SubTotal	$17,800.00
Doc Fee	$55.00
Tax	$1,517.68
Lic Fee	$0.00
Tire Disp	$8.75
Total	$19,381.43

This quote is valid for 30 days from: 12/14/2016

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 21.

MEETING DATE: 1/24/2017

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: Brent Barnes

AGENDA ITEM PREPARER: Adam Goldstone

SBC DEPT FILE NUMBER: 105.3

SUBJECT:

RESOURCE MANAGEMENT AGENCY - B. BARNES
Approve contract with In Studio Architecture for architectural services for the Public Health Department Tenant Improvements at 351 Tres Pinos Road, Hollister, in the amount of $43,500 for the period of January 24, 2017 through September 30, 2017.
SBC FILE NUMBER: 105.3

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The Public Health Department recently secured a lease for office space at 351 Tres Pinos Road in Hollister to relocate their offices from Fourth Street. An architect consultant was retained a few months ago under a small contract to provide conceptual design services for this space. They have completed that work and provided a design that works for the Public Health Department. This contract will authorize the consultant to finalize the design and prepare construction documents needed for bidding purposes.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Approve contract with In Studio Architecture for architectural services for the Public Health Department Tenant Improvements at 351 Tres Pinos Road, Hollister, in the amount of $43,500 and authorize the Chair to sign the contract.

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

Approved per staff recommendation. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
Contract with In Studio Architects	1/5/2017	Standard Contract

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 January 24, 2017, and end on September 30, 2017, 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.

[X] 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: Brent Barnes

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, County Board of Supervisors

Date:

APPROVED BY CONTRACTOR:

Name: Alex Reynoso

Title: Architect

Date: December 29, 2016

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

Shirley L. Murphy

By: Shirley L. Murphy, Deputy County Counsel

Date: Jan. 4, 2017

ATTACHMENT A

SCOPE OF SERVICES

CONTRACTOR shall provide architectural services for the tenant improvements of the County's existing leased facility located at 351 Tres Pinos Road in Hollister, CA for the County Public Health Department. Services shall include the following:

An Interior Tenant Improvement to accommodate Public Health Department consisting of approximately an 6,000sf space per Conceptual Plan dated 10-10-16, attached below.

A. The project Design Services will be for full design services for the project including architectural, structural, mechanical, electrical, and plumbing services normally required to complete the Project.

B. Consultant shall serve the County as the Lead Project Manager and point of contact.

C. Consultant is not responsible for Furniture, Fixtures, and Equipment, but will coordinate with the County's selections.

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)

[X] 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

[X] a total sum not to exceed $ 43,500.00,

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.
[X] The following specific terms of compensation shall apply:
Compensation shall be distributed by task as follows:

A.	Schematic Design (SD):	$3,000
B.	Design Development (DD):	$10,000
C.	Construction Documents (CD):	$18,000
D.	Back Check (BC):	$2,000
E.	Bidding (BD):	$2,000
F.	Construction Admin. (4 months max)	$6,000
G.	Reimbursable Expenses	$2,500
	Total Fee:	$43,500

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-1 5. 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 contact, 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)

[X] 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

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 22.

MEETING DATE: 1/24/2017

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: Brent Barnes

AGENDA ITEM PREPARER: Adam Goldstone

SBC DEPT FILE NUMBER:

SUBJECT:

RESOURCE MANAGEMENT AGENCY - B. BARNES
Consider and approve an MOU and Purchase Option with CSDC regarding the proposed affordable housing development at the site of the Southside Hospital.
SBC FILE NUMBER: 790

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Last year, the County conducted an RFP process to solicit proposals from interested developers for the sale and development of the old Southside Hospital property. Through the process, the Board selected CSDC as the top choice and directed staff to begin negotiations. CSDC has requested to enter into an MOU with the County and a purchase option so that their Board has some assurances before spending money on the conceptual project.
Approving the MOU and purchase option will allow CSDC to proceed with the studies and grant applications required to fully fund their project. Additionally, staff will proceed with a lot line adjustment to slightly reconfigure the property and allow for the desired number of housing units. If these agreements are approved, work will continue and this project will return to the Board when the CEQA documents are ready.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Consider and approve an MOU and Purchase Option with CSDC regarding the proposed affordable housing development at the site of the Southside Hospital.

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

Approved per staff recommendation. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
Memorandum of Understanding with Exhibits A-C	1/17/2017	MOU
Real Property Option Agreement with Ex's A-C	1/17/2017	Contract

RECORDING REQUESTED BY:
County of San Benito

WHEN RECORDED MAIL TO:
County of San Benito
Resource Management Agency
2301 Technology Parkway
Hollister, CA. 95023

THIS SPACE FOR RECORDER'S USE ONLY

Memorandum of Understanding

This Memorandum of Understanding (MOU) is made this 24th day of January, 2017 by and between the following parties: the County of San Benito (COSB), a political subdivision of the State of California, and the Community Services Development Corporation (CSDC), a California nonprofit corporation.

WHEREAS, COSB is the owner of real property commonly known as the "abandoned hospital site" located at 3100 Southside Road, Hollister, CA 95023, Assessor's Parcel No. 020-320-032 (the Subject Property), which real property is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, as well as the adjacent parcel located at 3220 Southside Road, Hollister, CA 95023, Assessor's Parcel No. 020-320-029 (the Adjacent Parcel), which real property is more particularly described in Exhibit "B" attached hereto and by this reference incorporated herein; and

WHEREAS, COSB, through its Board of Supervisors, has taken previous official action to conduct a Request for Proposals (RFP) from interested bidders for the sale of the subject property; and

WHEREAS, the Board of Supervisors did rank CSDC as the preferred bidder; and

WHEREAS, COSB and CSDC desire to have the subject property undergo an environmental remediation, demolition and cleanup; and

WHEREAS, CSDC intends to purchase the property and conduct the needed environmental remediation, demolition and cleanup; and

WHEREAS, CSDC intends to apply for cleanup funds from the California EPA, and needs to be the legal owner of the property in order to do so; and

WHEREAS, CSDC intends to complete the needed remediation, demolition and cleanup in order to render the property suitable as a building site for development of affordable housing for low and very low income households by CSDC: and

WHEREAS, CSDC also would like to acquire a portion of the adjacent parcel located at 3220 Southside Road, Hollister, CA 95023, Assessor's Parcel No. 020-320-029, as depicted in Exhibit "C" attached hereto and by this reference incorporated herein; and

WHEREAS, COSB is willing to transfer ownership of the subject property and a portion of the adjacent parcel to CSDC for CSDC's environmental remediation, demolition and cleanup of the subject property, and for the purpose of building affordable housing for low and very low income households on both the subject property and the portion of the adjacent parcel depicted in Exhibit C.

NOW THEREFORE BE IT RESOLVED AND UNDERSTOOD that the parties shall engage in activities as set forth below that are directed towards accomplishing the transfer of the subject property and a portion of the adjacent parcel. The responsibilities and activities of the Parties are set forth below:

ACTIVITIES AND RESPONSIBILITIES OF COSB:

1. Enter into a working partnership with CSDC in order to fulfill the understandings of this MOU.

2. Assign a COSB staff person to work cooperatively with CSDC. The COSB representative will have responsibility to coordinate the sale of the property to CSDC.

3. COSB understands and is willing to execute an Option to Purchase Agreement granting CSDC the exclusive right to purchase the property for one (1) dollar, together with CSDC's performance of environmental remediation, demolition and cleanup of the subject property. The option will be good for one year from the date of signature by both parties. The COSB shall grant a one year extension if requested by CSDC, as long as CSDC is demonstrating reasonable due diligence in obtaining the needed funding to remediate the site and construct the planned affordable housing project on the property.

4. COSB also is willing to include in this purchase additional land that is adjacent to the subject property in order to support the economic feasibility of the CSDC affordable housing project plans. The additional land will include a portion of APN 020-320-029 as depicted in Attachment C to this MOU. The purchase of this additional property will be included in the $1 sales price, together with CSDC's performance of environmental remediation, demolition and cleanup of the subject property.

5. COSB has relied on professionally completed environmental assessment reports to accurately identify the contamination on the subject property. In the event that new contamination is discovered that was not previously identified in the subject reports, then the COSB shall be responsible for the added costs to address any additional remediation required, and shall indemnify CSDC against any such cost of unforeseen and additional contamination.

6. COSB shall provide any future grant funds awarded to the COSB for remediation, demolition and/or clean-up costs on the subject property to CSDC to contribute to the payment of such costs.

ACTIVITIES AND RESPONSIBILITIES OF CSDC:

1. Enter into a working partnership with COSB in order to fulfill the understandings of this MOU.

2. Proceed with due diligence to obtain needed project funding for environmental remediation, demolition, and cleanup of the subject property and development of an affordable housing project for low and very-low income households.

3. Sign the Option to Purchase Agreement with the COSB and complete the purchase of the property.

4. Coordinate all activity necessary to implement the environmental remediation, demolition and cleanup after the Property has been transferred to CSDC.

5. Pay for the cost of environmental remediation demolition and cleanup, as identified in:
   a. Phase I Environmental Site Assessment (01-DTSC-011) by The Source Group, Inc. dated 2/1/2016
   b. Targeted Site Investigation Report (01-DTSC-011) by The Source Group, Inc. dated 4/28/2016

ADDITIONAL PROVISIONS TO THIS MOU:

A. California Environmental Quality Act: The obligation of the parties to purchase and sell the real property is expressly subject to the condition precedent that environmental review be completed under the California Environmental Quality Act, CEQA Guidelines and County's Implementing Guidelines for CEQA, and that the Board of Supervisors make all appropriate findings, determinations and take all appropriate actions, as required under CEQA and the CEQA Guidelines.
B. Liability: No liability will arise or be assumed between the Parties as a result of this MOU.
C. Term: The terms of this MOU shall remain in place from the date that this MOU is fully executed until the property has been transferred to CSDC and all environmental remediation, demolition and cleanup is completed.
D. Governing Law: This MOU shall be governed in accordance with the laws of the State California and applicable federal law.
E. Assignment: Neither party may assign, transfer or amend the responsibilities or agreements made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.
F. Prior Understandings, whether oral or written, are superseded by this MOU.

The follow individuals through their signatures represent the parties to this MOU and by their signatures support the goals and activities in this MOU:

Signatories:

County of San Benito:

By: _____ Date: _____, 2017
Jamie De La Cruz, Chair
Board of Supervisors

APPROVED AS TO LEGAL FORM:
SAN BENITO COUNTY COUNSEL'S OFFICE

By: Shirley L. Murphy Date: Jan. 17, 2017
Shirley L. Murphy, Deputy County Counsel

Community Services Development Corporation (CSDC):

By: _____ Date: _____, 2017
Sonny Flores, Executive Director

APPROVED AS TO LEGAL FORM:

By: _____ Date: _____, 2017

MEMORANDUM OF UNDERSTANDING
EXHIBIT A

PARCEL 1

BEING A PORTION of that certain Parcel 3 as described in the Grant Deed from the County of San Benito to the County of San Benito recorded April 24, 2013 at Instrument Number 2013-0004124 San Benito County Records, bounded by a line more particularly described as follows:

BEGINNING at the most northerly corner of the above said parcel of land conveyed to the county of San Benito at a point in the westerly line of Southside Road; thence running along said westerly line South 3° 00' 00" West 156.36 feet; thence South 27° 47' 00" East 272.25 feet; thence South 48° 02' 00" East 259.22 feet; thence leaving said westerly line of Southside Road and running along an existing chain link fence South 61° 06' 18" West 114.05 feet; thence South 31° 36' 57" West 75.28 feet; thence South 28° 27' 07" East 86.81 feet; thence South 73° 08' 38" West 41.99 feet to the southeasterly corner of an existing shed; thence along the southerly and westerly lines thereof South 60° 25' 18" West 50.33 feet; thence North 29° 34' 42" West 20.00 feet to a chain link fence; thence running along said chain link fence and its southwesterly prolongation South 60° 36' 27" West 141.38 feet to a point in the westerly line of the above said parcel conveyed to the county; thence along said westerly line North 21° 21' 42" West 405.24 feet; thence North 5° 06' 11" East 73.52 feet; thence North 19° 42' 01" East 429.22 feet to the point of beginning.

MEMORANDUM OF UNDERSTANDING
EXHIBIT B

PARCEL 2

BEING A PORTION of that certain Parcel 3 conveyed by the County of San Benito by Grant Deed to the County of San Benito, recorded April 24, 2013 at Instrument Number 2013-0004124, San Benito County Records and all of that certain parcel of land conveyed by Grant Deed from the County of San Benito to the County of San Benito recorded January 28, 1999 at Instrument Number 9901202, San Benito County Records, bounded by a line more particularly described as follows:

BEGINNING at the southeasterly corner of the Riverview Estates Subdivision according to the map thereof recorded May 4, 2000 in Book 13 of Maps, page 22, San Benito County Records at an angle point in the westerly line of the above said parcel conveyed to the county of San Benito at Instrument Number 9901202; thence along the westerly line thereof and the easterly line of said Riverview Estates North 21° 21' 42" West 23.28 to the northerly corner of Instrument Number 9901202 at an angle point in the westerly line of the above said Parcel 3; thence along the westerly line thereof and the easterly line of said Riverview Estates North 21° 21' 42" West 171.48 feet to a point; thence leaving said lines and running North 60° 36' 27" East 141.38 feet along an existing chain link fence and its westerly prolongation to the northwesterly corner of an existing shed; thence along the westerly and southerly walls thereof South 29° 34' 42" East 20.00 feet; thence North 60° 25' 18" East 50.33 feet; thence leaving said shed and running along an existing chain link fence North 73° 08' 38" East 41.99 feet; thence North 28° 27' 07" West 86.81 feet; thence North 31° 36' 57" East 75.28 feet; thence North 61° 06' 18" East 114.05 feet to a point in the westerly line of Southside Road and the easterly line of the said Parcel 3; thence along said easterly line and the said westerly line of Southside Road South 48° 02' 00" East 332.23 feet; thence South 33° 11' 00" East 353.46 feet; thence South 19° 23' 00" East 384.44 feet; thence South 32° 30' 00" East 382.42 feet, more of less, to a point in the line common to the westerly line of that certain parcel of land conveyed to the County of San Benito recorded May 5, 1896, in Book 17 of Deeds, page 350, San Benito County Records, and the easterly line of that certain parcel of land conveyed to the County of San Benito and recorded October 24, 1907 in Book 40 of Deeds, page 16, San Benito County Records; thence along said common line North 52° 25' 28" West 815.67 feet, more or less, to the most easterly corner of the above said parcel conveyed to the County of San Benito and recorded at Instrument Number 9901202; thence along the southeasterly line thereof South 19° 00' 00" West 488.37 feet to the most southerly corner thereof; thence along the southwesterly line North 43° 30' 09" West 776.16 feet to the most westerly corner thereof, said corner also being a point on the southeasterly line of the above said Riverview Estates Subdivision; thence along said southeasterly line North 66° 43' 20" East 350.72 feet to the point of beginning.

EXEPTING therefrom that portion thereof conveyed to Eugene J. Corotto et al, by Deed from the County of San Benito, recorded in Volume 213 of Official Records, at page 558, San Benito County Records, being more particularly described as follows:

BEGINNING at an iron pipe in the line common to Lots 13 and 45 distant thereon North 43° 30' West 447.65 feet from the corner common to Lots 13,14, and 45 as shown on Record of Survey Map filed in Book 5 of Maps, at page 47, San Benito County Records, and running thence along the line common to Lots 13 and 45 North 43° 30' West 420.82 feet to an iron pipe; thence leaving said Lot Line North 7° 55' West 594.76 feet to an iron pipe; thence South 48° 34' 20" East 929.98 feet to an iron pipe from which a Railroad Spike in the centerline of the Southside Road bears North 49° 25' East 162.04 feet; thence South 49° 25' West 428.87 feet to the point of beginning.

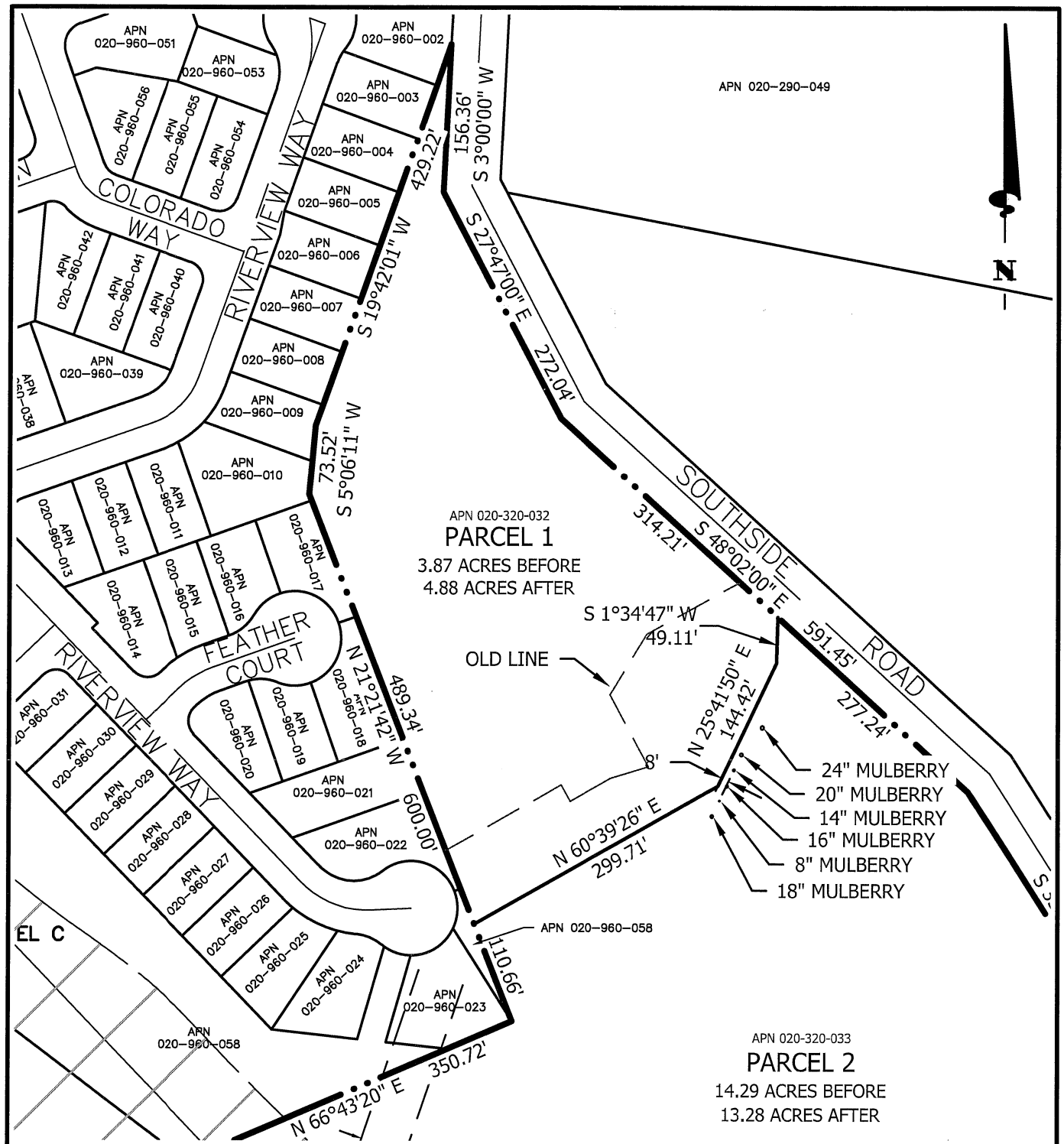


EXHIBIT MAP

APN 020-320-032 & 033

JANUARY, 2017 SCALE 1" = 150'

SAN BENITO ENGINEERING & SURVEYING, INC.
502 MONTEREY STREET
HOLLISTER, CA 95023
831-637-2763

RECORDING REQUESTED BY:
County of San Benito

WHEN RECORDED MAIL TO:
County of San Benito
Resource Management Agency
2301 Technology Parkway
Hollister, CA. 95023

THIS SPACE FOR RECORDER'S USE ONLY

REAL PROPERTY OPTION AGREEMENT

THIS AGREEMENT is made and entered into, in duplicate, on the date hereafter set forth, by and between the COUNTY OF SAN BENITO, a political subdivision of the State of California, hereinafter referred to as "COSB," and the COMMUNITY SERVICES DEVELOPMENT CORPORATION, a California non-profit corporation, hereinafter referred to as "CSDC".

R E C I T A L S:

A. COSB is the owner of full fee title to that certain real property situated in the unincorporated area of the County of San Benito, State of California, located at 3100 Southside Road, Hollister, CA, San Benito County Assessor's Parcel number 020-320-032, which real property is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein. Said real property is hereinafter referred to as "the property." COSB wishes to sell and CSDC wishes to purchase the property under the terms of this Option Agreement.

B. The parties hereto agree that the property is in need of environmental remediation, demolition and cleanup. Grant funds from the California Environmental Protection Agency are available to assist in the said environmental cleanup. Since only property owners may apply for such funds, CSDC will need to acquire the property before applying for these cleanup funds.

C. If granted, the EPA funds would serve as a contribution to the overall costs of the environmental cleanup of the property and would assist CSDC in converting the property into a suitable building site for the development of affordable housing.

D. COSB is willing to transfer ownership of the property to CSDC in exchange for CSDC's performance of environmental remediation, demolition and cleanup of the property, and for the purpose of constructing an affordable housing development for low and very low income households.

E. CSDC desires to acquire an option to purchase the property, without becoming obligated to purchase it, for an agreed consideration and under specified terms and conditions.

F. The parties hereto have entered into a Memorandum of Understanding (MOU)

dated January 24, 2017, which sets forth the duties of the parties pertaining to the sale and purchase of the property, which MOU is attached hereto as Exhibit B and incorporated herein by reference. If there is any conflict between the terms of the MOU and this Agreement, this Agreement shall prevail.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. GRANT OF OPTION/MEMORANDUM.

COSB hereby grants to CSDC, and CSDC accepts from COSB, the exclusive option to purchase the property on the terms and conditions hereafter set forth. The parties hereto shall execute and acknowledge a Memorandum of Option to Purchase in the form attached hereto. Both said Memorandum, and this agreement, shall be recorded. COSB also grants an exclusive option to purchase adjacent land, including a portion of Assessor Parcel No. 020-320-029, which property is further depicted in Exhibit C, attached hereto and incorporated herein by reference; provided, however, the option to purchase the adjacent parcel can only be exercised if CSDC has exercised the option to purchase the 3100 Southside Road property.

2. OPTION CONSIDERATION.

In consideration of One (1) Dollar, together with CSDC's performance of environmental remediation, demolition and cleanup of the property, COSB hereby grants CSDC this option.

3. TERM OF OPTION.

The term of this option shall commence on the date of execution of this Agreement. The option shall be exercised by CSDC within the following time limits:

(a) Within one year of the date that both parties have signed this Agreement;

(b) For one additional year if the property hasn't been transferred and CSDC has demonstrated reasonable due diligence in obtaining the needed funding to remediate the site and construct the planned affordable housing project on the property. CSDC must request the one year extension in writing, and it will not be unreasonably denied by COSB.

4. EXERCISE OF OPTION.

The option given herein may be exercised solely by CSDC giving COSB written notice of exercise on or before the expiration of the term of this option as set forth in Paragraph 3. above.

5. FAILURE TO EXERCISE OPTION.

If CSDC fails to exercise the option granted hereunder in accordance with the provisions of this agreement and within the term of the option or any extension of said term, then all options and rights of CSDC under this agreement shall immediately and automatically terminate without

notice and, except as hereinafter set forth in this paragraph, the parties shall have no further obligation to each other under this agreement.

6. DOCUMENTS ON TERMINATION OF OPTION.

If this option is terminated other than by purchase of the property, CSDC agrees to execute, acknowledge, and deliver a quitclaim deed to COSB within thirty (30) days after termination, and to execute, acknowledge, and deliver any other documents required by any title company to remove the cloud of this option from the property.

7. RIGHT OF ENTRY.

During the option term, CSDC and CSDC's designated agents and independent contractors shall have the right to enter on the property at any reasonable time to the extent necessary for the purposes of making surveys and inspections, and conducting soil tests, engineering studies, and other studies.

CSDC shall give COSB ten (10) days written notice before commencement of any work (including survey) which will give rise to a mechanic's lien, so that notices of non-responsibility may be posted by COSB. CSDC shall indemnify, defend, and hold COSB harmless from any and all claims, expenses, (including reasonable attorney's fees and costs), damages, losses, liabilities or actions arising out of entry and work or studies or tests done in connection with such entry, or any acts of CSDC, its employees, agents or representatives, and CSDC shall keep the property free and clear of liens on account of inspections, surveys, tests, and other work done on the property by CSDC or CSDC's employee's agents, or representatives.

8. REPRESENTATIONS AND WARRANTIES.

COSB warrants that COSB is the owner of the property and has insurable fee simple title to the same. COSB covenants and agrees that during the option term and until the property is conveyed to CSDC in the event this option is exercised, COSB will not encumber the property in any way or grant any property or contract right relating to the property without the prior written consent of CSDC.

9. ASSIGNMENT OF OPTION.

Neither party may assign this Agreement or the rights and duties hereunder without the prior written consent of the other party.

10. TERMS OF SALE AND ESCROW INSTRUCTIONS.

The parties shall, within fifteen (15) days after the date notice of exercise of the option is given, open an escrow account at First American Title Company, 260 Tres Pinos Road, Hollister, California 95023 ("Escrow Holder"). The escrow shall be scheduled to close within thirty (30) days following the date of notice of exercise of the option.

Concurrent with the opening of the escrow, COSB and CSDC shall sign and deliver to the Escrow Holder escrow instructions on the Escrow Holder's standard form of Purchase and Sale Escrow Instructions. The instructions shall set forth the agreement of the parties as to the purchase and sale of the property which agreement is as follows:

(a) Title: On the close of escrow, COSB shall convey the property to CSDC by Grant Deed, subject only to those exceptions which affected such property upon the date of this option agreement.

COSB shall cause to be delivered to CSDC upon close of escrow, a CLTA standard coverage policy of title insurance on the property issued by the Escrow Holder and insuring title in the condition as set forth above, vested in CSDC.

(b) Purchase Price: The total purchase price shall be One (1) Dollar, together with CSDC's performance of environmental remediation, demolition and cleanup of the property.

(c) Prorations: Taxes and insurance, if any, shall be prorated to close of escrow on the basis of a thirty (30) day month.

(d) Closing Costs and Fees: Title insurance premiums, escrow fees, documentary stamp tax, recording fees, and other costs of a similar nature shall be borne in equal shares by COSB and CSDC.

(e) Conditions to Close of Escrow: The close of escrow and the obligation of the parties to purchase and sell the real property is expressly subject to the following conditions precedent:

(1) The completion of environmental review under the California Environmental Quality Act, CEQA Guidelines and County's Implementing Guidelines for CEQA, and all appropriate findings, determinations and actions by the Board of Supervisors, as required under CEQA and the CEQA Guidelines.

(2) The conveyance to CSDC of good and marketable title to the property, subject only to the lien of current real property taxes not delinquent, if any, and only those other exceptions to title approved by CSDC, as evidenced by a standard form CLTA title insurance policy issued by Escrow Holder.

(f) Tax Withholding. CSDC agrees to provide COSB at close of escrow with an affidavit under penalty of perjury that CSDC is not a "foreign person" in order to establish CSDC's exemption from tax withholding under the Foreign Investment and Real Property Tax Act.

11. BROKER.

The parties hereto each represent and warrant to the other that they have not had dealings

with any person, firm, broker or finder, in connection with the negotiation of this option agreement and/or the consummation of the purchase and sale contemplated herein and no broker or other person, firm or entity is entitled to any commission or finder's fee in connection with this transaction as a result of any dealings or acts of such party. The parties do hereby agree to indemnify and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, finder or other similar party by reason of any dealings or act of the indemnifying party.

12. ATTORNEY'S FEES.

If either party files any action or brings any proceeding against the other arising out of this agreement, or is made a party to any action or proceeding brought by a third party, then, as between COSB and CSDC, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable attorney's fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorney's fees. No sum for attorney's fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorney's fees.

13. NOTICES.

Any notices to be given hereunder to either party or to the Escrow Holder shall be given either by personal delivery or by depositing such notice in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

To COSB:

Adam Goldstone
Capital Program Manager
San Benito County Resource Management Agency
2301 Technology Parkway
Hollister, CA 95023

and

To CSDC:

Sonny Flores
Executive Director, CSDC
1101 San Felipe Road
Hollister, CA 95023-2819

Notices, demands, requests and exercises served in the above manner shall be considered sufficiently given or served for all purposes under this option at the time the notice, demand or request is hand delivered or postmarked to the addresses shown above.

Either party hereto may change the address to which notices are to be sent by notice to

the other party, given in accordance with the provisions of this paragraph.

14. TIME OF THE ESSENCE.

Time is of the essence of this Agreement. However, the parties may agree in writing to extend the time for the performance of any act required to be done by either party under the terms of this Agreement.

15. BINDING EFFECT/AMENDMENT.

This agreement shall inure to the benefit of and be binding upon the heirs, successors and personal representatives of the parties hereto. Any change, amendment or modification of this agreement must be in writing signed by all of the parties affected thereby.

16. ENTIRE AGREEMENT.

This agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

17. COUNTERPARTS.

This agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

COUNTY OF SAN BENITO:

By

Dated: _____

Jaime De La Cruz, Chair
Board of Supervisors

APPROVED AS TO LEGAL FORM:
SAN BENITO COUNTY COUNSEL'S OFFICE

Dated: Jan. 17, 2017

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

COMMUNITY SERVICES
DEVELOPMENT CORPORATION:

By

Dated: _____ _____

Sonny Flores, Executive Director

APPROVED AS TO LEGAL FORM:

Dated: _____ _____

REAL PROPERTY OPTION AGREEMENT
EXHIBIT A

PARCEL 1

BEING A PORTION of that certain Parcel 3 as described in the Grant Deed from the County of San Benito to the County of San Benito recorded April 24, 2013 at Instrument Number 2013-0004124 San Benito County Records, bounded by a line more particularly described as follows:

BEGINNING at the most northerly corner of the above said parcel of land conveyed to the county of San Benito at a point in the westerly line of Southside Road; thence running along said westerly line South 3° 00' 00" West 156.36 feet; thence South 27° 47' 00" East 272.25 feet; thence South 48° 02' 00" East 259.22 feet; thence leaving said westerly line of Southside Road and running along an existing chain link fence South 61° 06' 18" West 114.05 feet; thence South 31° 36' 57" West 75.28 feet; thence South 28° 27' 07" East 86.81 feet; thence South 73° 08' 38" West 41.99 feet to the southeasterly corner of an existing shed; thence along the southerly and westerly lines thereof South 60° 25' 18" West 50.33 feet; thence North 29° 34' 42" West 20.00 feet to a chain link fence; thence running along said chain link fence and its southwesterly prolongation South 60° 36' 27" West 141.38 feet to a point in the westerly line of the above said parcel conveyed to the county; thence along said westerly line North 21° 21' 42" West 405.24 feet; thence North 5° 06' 11" East 73.52 feet; thence North 19° 42' 01" East 429.22 feet to the point of beginning.

RECORDING REQUESTED BY:
County of San Benito

WHEN RECORDED MAIL TO:
County of San Benito
Resource Management Agency
2301 Technology Parkway
Hollister, CA. 95023

THIS SPACE FOR RECORDER'S USE ONLY

Memorandum of Understanding

This Memorandum of Understanding (MOU) is made this 24th day of January, 2017 by and between the following parties: the County of San Benito (COSB), a political subdivision of the State of California, and the Community Services Development Corporation (CSDC), a California nonprofit corporation.

WHEREAS, COSB is the owner of real property commonly known as the "abandoned hospital site" located at 3100 Southside Road, Hollister, CA 95023, Assessor's Parcel No. 020-320-032 (the Subject Property), which real property is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, as well as the adjacent parcel located at 3220 Southside Road, Hollister, CA 95023, Assessor's Parcel No. 020-320-029 (the Adjacent Parcel), which real property is more particularly described in Exhibit "B" attached hereto and by this reference incorporated herein; and

WHEREAS, COSB, through its Board of Supervisors, has taken previous official action to conduct a Request for Proposals (RFP) from interested bidders for the sale of the subject property; and

WHEREAS, the Board of Supervisors did rank CSDC as the preferred bidder; and

WHEREAS, COSB and CSDC desire to have the subject property undergo an environmental remediation, demolition and cleanup; and

WHEREAS, CSDC intends to purchase the property and conduct the needed environmental remediation, demolition and cleanup; and

WHEREAS, CSDC intends to apply for cleanup funds from the California EPA, and needs to be the legal owner of the property in order to do so; and

WHEREAS, CSDC intends to complete the needed remediation, demolition and cleanup in order to render the property suitable as a building site for development of affordable housing for low and very low income households by CSDC: and

WHEREAS, CSDC also would like to acquire a portion of the adjacent parcel located at 3220 Southside Road, Hollister, CA 95023, Assessor's Parcel No. 020-320-029, as depicted in Exhibit "C" attached hereto and by this reference incorporated herein; and

WHEREAS, COSB is willing to transfer ownership of the subject property and a portion of the adjacent parcel to CSDC for CSDC's environmental remediation, demolition and cleanup of the subject property, and for the purpose of building affordable housing for low and very low income households on both the subject property and the portion of the adjacent parcel depicted in Exhibit C.

NOW THEREFORE BE IT RESOLVED AND UNDERSTOOD that the parties shall engage in activities as set forth below that are directed towards accomplishing the transfer of the subject property and a portion of the adjacent parcel. The responsibilities and activities of the Parties are set forth below:

ACTIVITIES AND RESPONSIBILITIES OF COSB:

1. Enter into a working partnership with CSDC in order to fulfill the understandings of this MOU.

2. Assign a COSB staff person to work cooperatively with CSDC. The COSB representative will have responsibility to coordinate the sale of the property to CSDC.

3. COSB understands and is willing to execute an Option to Purchase Agreement granting CSDC the exclusive right to purchase the property for one (1) dollar, together with CSDC's performance of environmental remediation, demolition and cleanup of the subject property. The option will be good for one year from the date of signature by both parties. The COSB shall grant a one year extension if requested by CSDC, as long as CSDC is demonstrating reasonable due diligence in obtaining the needed funding to remediate the site and construct the planned affordable housing project on the property.

4. COSB also is willing to include in this purchase additional land that is adjacent to the subject property in order to support the economic feasibility of the CSDC affordable housing project plans. The additional land will include a portion of APN 020-320-029 as depicted in Attachment C to this MOU. The purchase of this additional property will be included in the $1 sales price, together with CSDC's performance of environmental remediation, demolition and cleanup of the subject property.

5. COSB has relied on professionally completed environmental assessment reports to accurately identify the contamination on the subject property. In the event that new contamination is discovered that was not previously identified in the subject reports, then the COSB shall be responsible for the added costs to address any additional remediation required, and shall indemnify CSDC against any such cost of unforeseen and additional contamination.

6. COSB shall provide any future grant funds awarded to the COSB for remediation, demolition and/or clean-up costs on the subject property to CSDC to contribute to the payment of such costs.

ACTIVITIES AND RESPONSIBILITIES OF CSDC:

1. Enter into a working partnership with COSB in order to fulfill the understandings of this MOU.

2. Proceed with due diligence to obtain needed project funding for environmental remediation, demolition, and cleanup of the subject property and development of an affordable housing project for low and very-low income households.

3. Sign the Option to Purchase Agreement with the COSB and complete the purchase of the property.

4. Coordinate all activity necessary to implement the environmental remediation, demolition and cleanup after the Property has been transferred to CSDC.

5. Pay for the cost of environmental remediation demolition and cleanup, as identified in:
   a. Phase I Environmental Site Assessment (01-DTSC-011) by The Source Group, Inc. dated 2/1/2016
   b. Targeted Site Investigation Report (01-DTSC-011) by The Source Group, Inc. dated 4/28/2016

ADDITIONAL PROVISIONS TO THIS MOU:

A. California Environmental Quality Act: The obligation of the parties to purchase and sell the real property is expressly subject to the condition precedent that environmental review be completed under the California Environmental Quality Act, CEQA Guidelines and County's Implementing Guidelines for CEQA, and that the Board of Supervisors make all appropriate findings, determinations and take all appropriate actions, as required under CEQA and the CEQA Guidelines.
B. Liability: No liability will arise or be assumed between the Parties as a result of this MOU.
C. Term: The terms of this MOU shall remain in place from the date that this MOU is fully executed until the property has been transferred to CSDC and all environmental remediation, demolition and cleanup is completed.
D. Governing Law: This MOU shall be governed in accordance with the laws of the State California and applicable federal law.
E. Assignment: Neither party may assign, transfer or amend the responsibilities or agreements made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.
F. Prior Understandings, whether oral or written, are superseded by this MOU.

The follow individuals through their signatures represent the parties to this MOU and by their signatures support the goals and activities in this MOU:

Signatories:

County of San Benito:

By: _____ Date: _____, 2017
Jamie De La Cruz, Chair
Board of Supervisors

APPROVED AS TO LEGAL FORM:
SAN BENITO COUNTY COUNSEL'S OFFICE

By: Shirley L. Murphy Date: Jan. 17, 2017
Shirley L. Murphy, Deputy County Counsel

Community Services Development Corporation (CSDC):

By: _____ Date: _____, 2017
Sonny Flores, Executive Director

APPROVED AS TO LEGAL FORM:

By: _____ Date: _____, 2017

MEMORANDUM OF UNDERSTANDING
EXHIBIT A

PARCEL I

BEING A PORTION of that certain Parcel 3 as described in the Grant Deed from the County of San Benito to the County of San Benito recorded April 24, 2013 at Instrument Number 2013-0004124 San Benito County Records, bounded by a line more particularly described as follows:

BEGINNING at the most northerly corner of the above said parcel of land conveyed to the county of San Benito at a point in the westerly line of Southside Road; thence running along said westerly line South 3° 00' 00" West 156.36 feet; thence South 27° 47' 00" East 272.25 feet; thence South 48° 02' 00" East 259.22 feet; thence leaving said westerly line of Southside Road and running along an existing chain link fence South 61° 06' 18" West 114.05 feet; thence South 31° 36' 57" West 75.28 feet; thence South 28° 27' 07" East 86.81 feet; thence South 73° 08' 38" West 41.99 feet to the southeasterly corner of an existing shed; thence along the southerly and westerly lines thereof South 60° 25' 18" West 50.33 feet; thence North 29° 34' 42" West 20.00 feet to a chain link fence; thence running along said chain link fence and its southwesterly prolongation South 60° 36' 27" West 141.38 feet to a point in the westerly line of the above said parcel conveyed to the county; thence along said westerly line North 21° 21' 42" West 405.24 feet; thence North 5° 06' 11" East 73.52 feet; thence North 19° 42' 01" East 429.22 feet to the point of beginning.

MEMORANDUM OF UNDERSTANDING
EXHIBIT B

PARCEL 2

BEING A PORTION of that certain Parcel 3 conveyed by the County of San Benito by Grant Deed to the County of San Benito, recorded April 24, 2013 at Instrument Number 2013-0004124, San Benito County Records and all of that certain parcel of land conveyed by Grant Deed from the County of San Benito to the County of San Benito recorded January 28, 1999 at Instrument Number 9901202, San Benito County Records, bounded by a line more particularly described as follows:

BEGINNING at the southeasterly corner of the Riverview Estates Subdivision according to the map thereof recorded May 4, 2000 in Book 13 of Maps, page 22, San Benito County Records at an angle point in the westerly line of the above said parcel conveyed to the county of San Benito at Instrument Number 9901202; thence along the westerly line thereof and the easterly line of said Riverview Estates North 21° 21' 42" West 23.28 to the northerly corner of Instrument Number 9901202 at an angle point in the westerly line of the above said Parcel 3; thence along the westerly line thereof and the easterly line of said Riverview Estates North 21° 21' 42" West 171.48 feet to a point; thence leaving said lines and running North 60° 36' 27" East 141.38 feet along an existing chain link fence and its westerly prolongation to the northwesterly corner of an existing shed; thence along the westerly and southerly walls thereof South 29° 34' 42" East 20.00 feet; thence North 60° 25' 18" East 50.33 feet; thence leaving said shed and running along an existing chain link fence North 73° 08' 38" East 41.99 feet; thence North 28° 27' 07" West 86.81 feet; thence North 31° 36' 57" East 75.28 feet; thence North 61° 06' 18" East 114.05 feet to a point in the westerly line of Southside Road and the easterly line of the said Parcel 3; thence along said easterly line and the said westerly line of Southside Road South 48° 02' 00" East 332.23 feet; thence South 33° 11' 00" East 353.46 feet; thence South 19° 23' 00" East 384.44 feet; thence South 32° 30' 00" East 382.42 feet, more of less, to a point in the line common to the westerly line of that certain parcel of land conveyed to the County of San Benito recorded May 5, 1896, in Book 17 of Deeds, page 350, San Benito County Records, and the easterly line of that certain parcel of land conveyed to the County of San Benito and recorded October 24, 1907 in Book 40 of Deeds, page 16, San Benito County Records; thence along said common line North 52° 25' 28" West 815.67 feet, more or less, to the most easterly corner of the above said parcel conveyed to the County of San Benito and recorded at Instrument Number 9901202; thence along the southeasterly line thereof South 19° 00' 00" West 488.37 feet to the most southerly corner thereof; thence along the southwesterly line North 43° 30' 09" West 776.16 feet to the most westerly corner thereof, said corner also being a point on the southeasterly line of the above said Riverview Estates Subdivision; thence along said southeasterly line North 66° 43' 20" East 350.72 feet to the point of beginning.

EXEPTING therefrom that portion thereof conveyed to Eugene J. Corotto et al, by Deed from the County of San Benito, recorded in Volume 213 of Official Records, at page 558, San Benito County Records, being more particularly described as follows:

BEGINNING at an iron pipe in the line common to Lots 13 and 45 distant thereon North 43° 30' West 447.65 feet from the corner common to Lots 13,14, and 45 as shown on Record of Survey Map filed in Book 5 of Maps, at page 47, San Benito County Records, and running thence along the line common to Lots 13 and 45 North 43° 30' West 420.82 feet to an iron pipe; thence leaving said Lot Line North 7° 55' West 594.76 feet to an iron pipe; thence South 48° 34' 20" East 929.98 feet to an iron pipe from which a Railroad Spike in the centerline of the Southside Road bears North 49° 25' East 162.04 feet; thence South 49° 25' West 428.87 feet to the point of beginning.

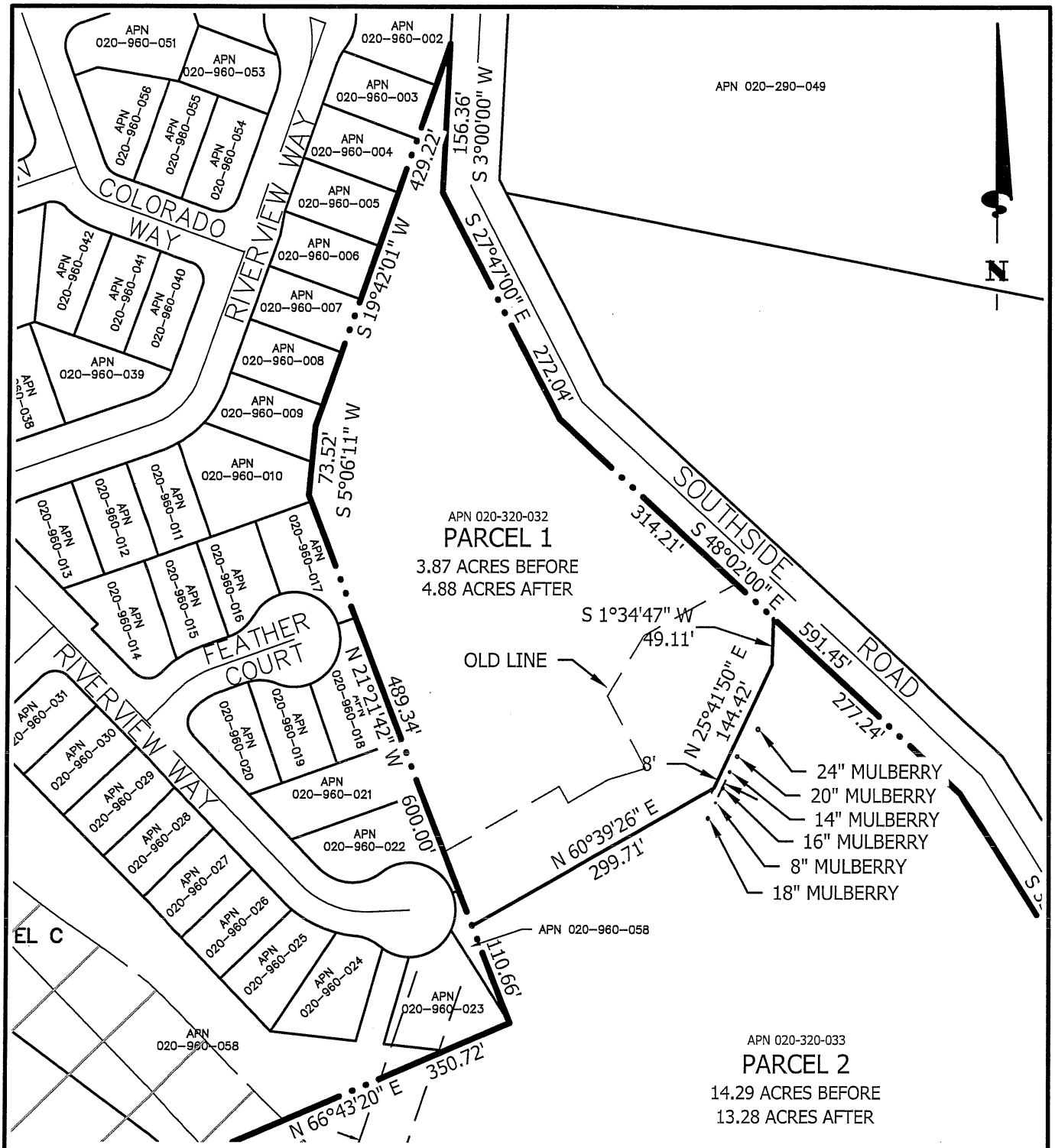


EXHIBIT MAP

APN 020-320-032 & 033

JANUARY, 2017 SCALE 1" = 150'

SAN BENITO ENGINEERING & SURVEYING, INC.
502 MONTEREY STREET
HOLLISTER, CA 95023
831-637-2763

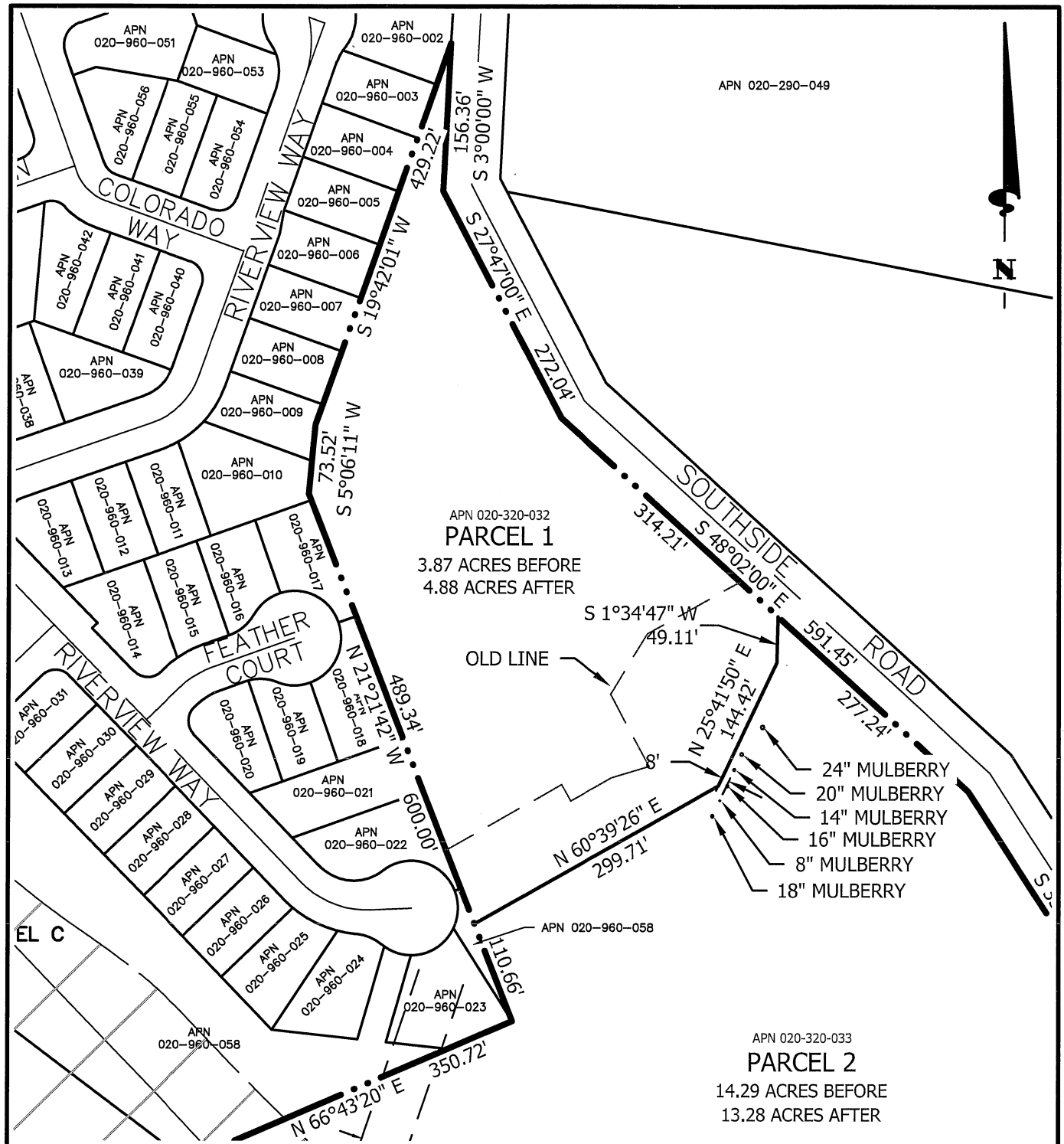


EXHIBIT MAP

APN 020-320-032 & 033

JANUARY, 2017 SCALE 1" = 150'

SAN BENITO ENGINEERING & SURVEYING, INC.
502 MONTEREY STREET
HOLLISTER, CA 95023
831-637-2763

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 23.

MEETING DATE: 1/24/2017

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: Brent Barnes

AGENDA ITEM PREPARER: Brent Barnes

SBC DEPT FILE NUMBER:

SUBJECT:

RESOURCE MANAGEMENT AGENCY - B. BARNES
Approve agreement with the Babe Ruth League for the use of the Veterans Memorial Park baseball field, for a term of January 25, 2017 through June 30, 2022.
SBC FILE NUMBER: 127

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The Babe Ruth League has been using the large baseball field at Vets Park for a number of years, via a tri-annual agreement with the County. The current agreement was renewed in 2011. It has been automatically extended by an "evergreen" clause that provides for automatic one-year renewal if no action is taken. The League managers have approached the County about making substantial investments in landscaping the field itself and improving other support facilities, asking for a longer term agreement so that they could be assured of amortizing their investment.

On December 5, 2016, the Vets Park Commission voted unanimously to approve the attached agreement, which extends the Babe Ruth tenancy until June 30, 2022.

BUDGETED

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

0

CURRENT FY COST:

STAFF RECOMMENDATION:

Staff respectfully recommends that the Board of Supervisors approve the agreement with the Babe Ruth League for use of the Veterans Memorial Park baseball field, for a term of January 25, 2017 through June 30, 2022, and authorize the Chair to sign the use agreement.

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

Approved per staff recommendation. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
agreement	1/17/2017	Standard Contract

AGREEMENT FOR USE OF FACILITIES AT VETERANS MEMORIAL PARK

Statement of Purpose:

Whereas, the County of San Benito recognizes the benefits to the community that youth sports provides; and,

Whereas the Babe Ruth League is a non-profit organization which have been providing youths with the opportunity to play sports for many years; and,

Whereas, the County desires to encourage and facilitate the use of public fields at Veterans Memorial Park for youth sporting events/activities; and,

Therefore, the parties desire to enter into an agreement which will encourage and facilitate the use of the fields at Veterans Memorial Park for organized sports for youths.

AGREEMENT

The COUNTY OF SAN BENITO ("COUNTY") and Babe Ruth League ("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 25, 2017 and end on June 30, 2022 unless sooner terminated as specified herein. Unless terminated, this contract shall be automatically renewed for successive one year periods (July 1 to June 30) and under the same terms and conditions as specified herein, upon CONTRACTOR'S presentation of a current-year officer list and proof of insurance to the COUNTY.

2. 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 written notice to the other party. The number of days of advance written notice required for termination of this contract is 60 days.

3. Description of Premises

The premise subject to this agreement is described in Attachment 1 hereto. All utility infrastructure on the user side of any meter shall be considered as premises, regardless of physical location. TUNNEL IS SPECIFICALLY EXCLUDED FROM PREMISES.

4. Priority in Scheduling

CONTRACTOR shall have priority over all other community groups and individuals in the use and scheduling of the subject premises for organized youth sports during CONTRACTOR'S normal season, subject to the terms set forth in Paragraph 5.

5. Terms of Use

The following shall be the terms of use of the fields at Veterans Memorial Park:

(a) In order to maintain priority over other organizations or individuals for scheduling purposes, CONTRACTOR shall schedule their games with COUNTY at the earliest possible time. CONTRACTOR shall not have priority for any games/events not scheduled at least three weeks prior to the event;

(b) CONTRACTOR agrees to use the premises only for conducting organized sports for youths during CONTRACTOR'S respective season.

(c) CONTRACTOR shall be responsible for payment of all utilities incurred at Veterans Memorial Park that result from CONTRACTOR'S usage of the field for youth sports. COUNTY will provide a

monthly statement to CONTRACTOR and payment will be due within 30 days upon receipt of monthly usage. Amount charged shall be actual cost billed to COUNTY.

(d) CONTRACTOR shall not disturb, annoy, endanger, or interfere with occupants of neighboring buildings/residences. CONTRACTOR shall not use the premises for any unlawful purpose, violate any law or ordinance, or commit waste or nuisance on the subject premises;

(e) CONTRACTOR agrees to keep the subject premises clean and sanitary as their condition permits;

(f) CONTRACTOR shall be responsible for all maintaining premises in safe and playable condition, including mowing, fertilizing, and irrigating, during their respective sports season.

(g) CONTRACTOR shall refrain from willfully or wantonly destroying or defacing, damaging, impairing, or removing any part of the subject premises or the facilities, equipment, or appurtenances, or permitting any person on the premises to commit such acts;

(h) CONTRACTOR is responsible for all costs associated with any improper conduct or violations of laws or ordinances; and

(i) CONTRACTOR shall be responsible for leaving premises and structures neat, clean, and orderly upon completion of their respective season.

(j) CONTRACTOR shall notify COUNTY immediately regarding any damage or required maintenance on COUNTY facilities (buildings, utility distribution lines, etc.)

(k) CONTRACTOR may, with COUNTY concurrence, place equipment storage sheds, batting cages, and other ancillary equipment on premises.

6. Insurance

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirement specified below.

(a) Comprehensive general liability insurance: 1,000,000

(b) Professional liability insurance: 1,000,000

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 CONTRACTORS' 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 insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

7. 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.

8. 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.

9. 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 provision which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

10. 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.

11. Time is of the Essence

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

12. 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 paragraph13 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.

13. 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.

14. 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: Brent Barnes	Name: Greg Lopez
Title: Director of Public Works	Title: President
Address 2301 Technology Parkway	Address: 1881 Memorial Dr.
Hollister CA 95023	Hollister CA 95023
Telephone: 831-636-4170	Telephone: 831-902-7383
Email: bbarnes@cosb.us	Email: g-mlopez@yahoo.com

15. 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.

16. 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 indemnity 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.

SIGNATURES

APPROVED BY SAN BENITO COUNTY:

_____
(Signature)

Jaime de la Cruz, Chair
San Benito County Board of Supervisors

Date: _____

APPROVED BY VETERANS PARK COMMISION:

_____

Jaime de la Cruz, Chair
Veterans Memorial Park Commission

Date: _____

APPROVED AS TO LEGAL FORM:

Matthew Granger, County Counsel

_____

By: _____

Date: _____

APPROVED BY CONTRACTOR:

SAN BENITO BABE RUTH

Name: GREG LOPEZ

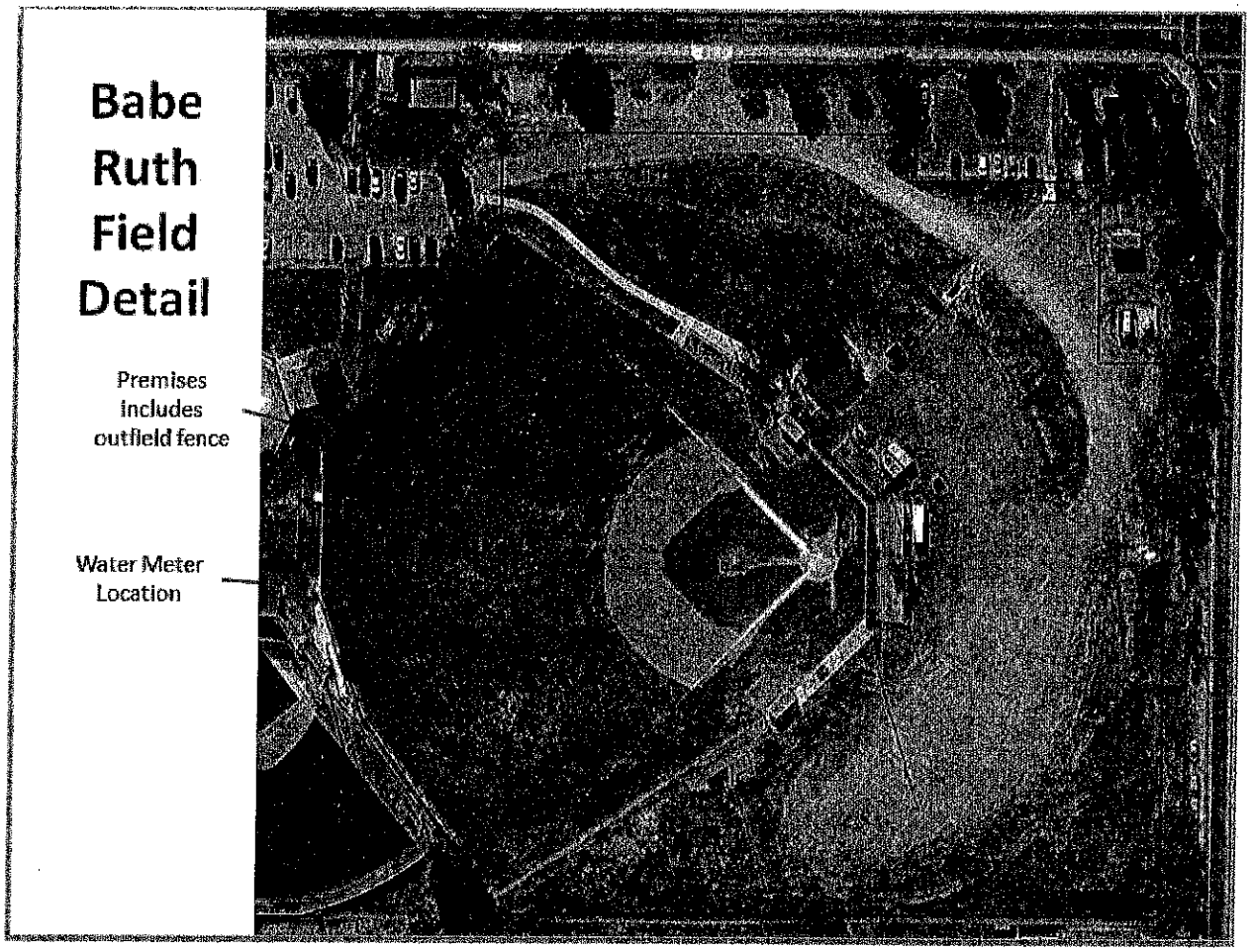
Title: PRESIDENT

Tax ID or Social Security Number:
31-1763234

Date: 12-8-16

Attachment 1

Description of Premises



- Utility systems "downstream" of meters are specifically included.
- "Tunnel" from top of steps at east end to concrete portal on west end is excluded.

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 24.

MEETING DATE: 1/24/2017

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: Brent Barnes

AGENDA ITEM PREPARER: Adam Goldstone

SBC DEPT FILE NUMBER: 120.5

SUBJECT:

RESOURCE MANAGEMENT AGENCY - B. BARNES
Approve contract with Integrated Commissioning & Energy in the amount of $17,500.00 for the term of January 24, 2017 through June 30, 2019 for building commissioning services required for the Jail Expansion Project.
SBC FILE NUMBER: 120.5

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The new Cal Green building code requires new buildings to achieve a certain level of energy efficiency. One of the requirements is that a third-party company perform various building commissioning services before, during, and after construction. There is a contract in place for this service, however that company has restructured and is no longer able to provide this service. The contract for your consideration covers the scope and fee that was remaining on the original contract.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Approve contract with Integrated Commissioning & Energy in the amount of $17,500 for the term of January 24, 2017 through June 30, 2019 for building commissioning services required for the Jail Expansion Project and authorize the Chair to sign the contract.

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

Approved per staff recommendation. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
Contract with Integrated Commissioning and Energy	1/5/2017	Standard Contract

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and Integrated Commissioning & Energy ("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 24, 2017, 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: $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)*

[X] There are no additional provisions to this contract.

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

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

8. Information about Contract Administrators.

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

Contract Administrator for COUNTY:

Name: Ray Espinosa

Title: County Administrative Officer

Address: 481 Fourth Street

Hollister, California 95023

Telephone No.: 831-636-4000

Fax No.: 831-636-4100

Contract Administrator for CONTRACTOR:

Name: Larry Myrick

Title: Principal

Address: 3930 Hollyhock Way

San Luis Obispo, CA 93401

Telephone No.: 805-453-0224

OR

~~Fax No.:~~ 805-704-1399

SIGNATURES

APPROVED BY COUNTY:

Name: Jaime De La Cruz

Chair, Board of Supervisors

Date:

APPROVED BY CONTRACTOR:

Peggy Myrick

Name: Peggy A. MYRICK

Title: OWNER

Date: 12-21-16

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

Shirley L. Murphy

By: Shirley L. Murphy, Deputy County Counsel

Date: Jan. 4, 2017

ATTACHMENT A

SCOPE OF SERVICES

CONTRACTOR shall provide services necessary for the COUNTY to construct the Jail Facility Expansion project pursuant to the California AB900 financing program. CONTRACTOR shall provide and perform services necessary for building commissioning as required by the 2013 California Green Building Standards Code, Title 24, Part 11 (CalGreen).
The Owner's Project Requirements, Basis of Design, and Commissioning Plan have already been prepared by Brummel, Myrick, and Associates.
Services shall include the following:

ASSUMPTIONS:

- CONTRACTOR will not provide any Test and Balance services.

- CONTRACTOR will provide an on-site pre-commissioning meeting with the mechanical, electrical and plumbing contractors prior to start of construction to establish what each task the individual sub contractor is responsible for.

SCOPE OF WORK:

Cal-Green Section 5.410.2 Commissioning:

1. Review and modify Owner's Project Requirements (OPR) if necessary.

2. Review and modify the Basis of Design (BOD) as it applies to the OPR if necessary.

3. Review and modify the Commissioning Plan if necessary.

4. Provide review of the Construction Documents.

5. Provide review of the Specifications.

6. Attend meetings with the design team and construction team as necessary.

7. Review and comment on the project submittals as they relate to the commissionable systems.

8. Perform periodic site visits to verify Cal Green construction requirements compliance.

9. Provide Pre-Functional testing lists, if required, and observe selected pre-functional tests as needed.

10. Provide Functional Performance Testing observation and documentation for HVAC systems, lighting and lighting control systems, hot water heating for plumbing and landscape irrigation systems.

11. Provide a training agenda for all mechanical, electrical, and plumbing components – included in the Commissioning Plan.

12. Perform site visits for validation of the Functional Testing, Training, and final job walk to verify any project corrections.

13. Provide a Final Commissioning Report.

Reimbursable Expenses:

Reimbursable expenses are included in the total fee and shall include:

- Printing, plotting, delivery and other expenses related to COUNTY review, Agency approvals, and other submittals as necessary for completion of this scope.
- Expenses of transportation (including mileage) in connection with the Project.
- Expenses in connection with authorized out-of-town travel.

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)

[X] 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

[X] a total sum not to exceed $ 17,500.00,

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)

[X] There are no additional terms of compensation.
[ ] The following specific terms of compensation shall apply:

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-1 5. 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 contact, 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

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 25.

MEETING DATE: 1/24/2017

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: Brent Barnes

AGENDA ITEM PREPARER: Linda McElroy

SBC DEPT FILE NUMBER: 790

SUBJECT:

RESOURCE MANAGEMENT AGENCY - B. BARNES
Approve the Payflow Gateway Services Agreement for the use of PayPal Payflow Link services for online Planning and Building Permit Payment processing through the new Accela Permit Software. SBC FILE NUMBER: 790

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Resource Management Agency is working to establish online payment processing in part of implementing the new Accela Permit Software. The implementation team has advised the County most users utilize the PayPal Payment Adapter Interface to ease implementation time and achieve cost savings verses creating a new interface with other payment solution vendors. The Payflow Gateway Services Agreement describes several services available. As set forth in Schedule 1, PayPal Payment Solutions to be used are Payflow Link, as well as Advanced Fraud Protection, Buyer Authentication and Recurring Billing Services, which will cost the Resource Management Agency $30 per month and .30 per transaction. Users will be charged a convenience fee of 2.2% for MasterCard, Visa, Discover and 3.5% for American Express. This service will be a month to month service, which the County can terminate for convenience at any time, and it is considered a "Click-Through" agreement where all users agree to terms and conditions per transaction.

BUDGETED:

No

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Approve the Payflow Gateway Services Agreement for the use of PayPal Payflow Link services for online Planning and Building Permit Payment processing through the new Accela Permit Software.

ADDITIONAL PERSONNEL:

BOARD ACTION RESULTS:

Approved per staff recommendation. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
Payflow Gateway Services Agreement	1/13/2017	Contract

>> **View all legal agreements**

Payflow Gateway Services Agreement

Last Update: Oct 17, 2012

Print

THIS PAYFLOW GATEWAY SERVICES AGREEMENT IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND PAYPAL INC. PLEASE READ IT CAREFULLY.

This Payflow Gateway Services Agreement ("Agreement") is a contract between you (the "Merchant") and PayPal, Inc., and its affiliates("PayPal") and applies to your use of the Payflow gateway Services (the "Payflow Services"). In this Agreement, "you" and "your" refer to Merchant and your designated agents, including your administrative contact, and "we," "us" and "our" refer to PayPal. You must read, agree with, and accept all of the terms and conditions contained in this Agreement. This Agreement applies to you if you signed up for the Payflow Services, or upgraded your Payflow Services, on or after October 27, 2010. By using the Payflow Services, you acknowledge that you have agreed to this Agreement. We may amend this Agreement at any time by posting a revised version on our website. The revised version will be effective at the time we post it. In addition, if the revised version includes a Substantial Change, we will provide you with 30 Days' prior notice of Substantial Change by posting notice on the "Policy Updates" page of our website. You agree to review periodically our website to be aware of any revisions. By continuing to use the Payflow Services after any revision to this Agreement or any change in Payflow Services, you agree to abide by and be bound by any such revisions or changes.

1. INTRODUCTION.

The Payflow Services include Payflow Link or Payflow Pro and the "Add On Payflow Services" defined as Recurring Billing Service, Fraud Protection Services, and the ACH Payment Service. With Payflow Link, your customers enter their payment information in a PayPal-hosted order form on a PayPal server. With Payflow Pro, you have the option to use our Payflow APIs and have customers checkout on your own site, which you host and secure with SSL certificate or Payflow APIs in conjunction with Payflow Link hosted order forms to collect card data on pages PayPal hosts and secures. In order to use the Payflow Services you must complete the online registration process ("Registration") and set up an internet merchant account with a Financial Institution to process payments. Use of the ACH Payment Service and other Add On Payflow Services may require additional documentation. You agree that you shall (i) use the Payflow Services in accordance with the applicable user guides and other documentation; and (ii) not use or permit others to use information obtained with the Payflow Services for any purpose other than in conjunction with the Payflow Services and in a manner described in this Agreement and in the documentation for the Payflow Services.

2. DEFINITIONS.

"**ACH**" means Automated Clearing House.

"**API**" means application programming interface

"**Financial Institution**" means banks or financial institutions having business relationships with one or more Financial Processors that have agreed to evaluate and provide merchant accounts and payment authorization services to

merchants.

"**Financial Processor**" means an entity with which PayPal has established a relationship that performs the back-end authorization and processing of Transactions between your Financial Institution and the cardholder's bank.

"**Manager Web Site**" means the online account management tools for merchants for the Payflow Services.

"Payflow Services" means the payment gateways under the brand names Payflow Link or Payflow Pro that include, without limitation, real-time, secure data transmission and processing for multiple business-to-customer payment methods including, credit cards, debit cards, purchase cards, PayPal payments, Bill Me Later® payments, delayed shipment billing, electronic checks, and the Add On Services.

"**Payflow Software**" means the object code version of the client Software Development Kit ("SDK"), HTML code, APIs, related documentation, and other client software or code, including updates, to enable PayPal to provide the Payflow Services to you. Unless otherwise specified, Payflow Software shall not include any source code.

"**Substantial Change**" means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.

"**Transaction**" means information related to the purchase of goods and services from you by a third party. Specifically a Transaction is an authorization, delayed capture, sale, void, voice authorization, inquiry, verification, reference transaction, non-reference credit, or credit data transmission between PayPal and its back end processors.

3. MERCHANT OBLIGATIONS.

3.1 **General Service Requirements.** You shall:

a. Maintain commercially reasonable business practices in conjunction with use of the Payflow Services including (i) maintaining your web site (the "Merchant Web Site") and connection to the Internet and fulfilling all orders for products and services sold by you; (ii) reviewing Transactions on a regular basis and notifying PayPal promptly of any suspected unauthorized activity; (iii) establishing and maintaining a commercial banking relationship with one or more Financial Institutions; and (iv) keeping your login name and password confidential and agreeing that the administrative contact you provide to us during Registration is your agent with full authority to act on your behalf with respect to such Payflow Services.

b. Collect, store and transmit certain Transaction and user information (collectively, the "Data"), in a secure manner, protect the privacy of the Data, and comply with requests from PayPal to take reasonable action to maintain the security and integrity of the Payflow Services; and

c. Update to the most current Payflow Software version and security updates and patches necessary to properly operate the Payflow Services and keep all your enrollment and payment information current and updated on the PayPal Manager Web Site.

4. PAYPAL'S OBLIGATIONS.

4.1 *Payflow Services.* Subject to the terms in this Agreement, PayPal agrees to provide (i) the Payflow Services for which you have enrolled and paid the applicable fees, and (ii) access to standardized reports regarding your Transactions processed using the Payflow Services and certain reporting tools to assist you.

4.2 *Information Conduit.* You acknowledge that PayPal is not a financial or credit reporting institution. PayPal is responsible only for providing Data transmission to effect or direct certain payment authorizations for you and is not responsible for the results of any credit inquiry, the operation of web sites of internet service providers ("ISP"), Financial

Institutions, Financial Processors, the availability or performance of the Internet, or for any damages or costs you suffer or incur as a result of any instructions given, actions taken or omissions made by you, your Financial Processor(s), your Financial Institution, or any ISP. The Payflow Services present data and information collected from the you and data sources other than PayPal and PayPal makes no representations or warranties regarding the availability, accuracy, timeliness or completeness of such data and information or any output or results of the Payflow Services based in whole or in part on such data and information. You are solely responsible for the accuracy and completeness of all Data you supply.

4.3 *Security and Stability.* You acknowledge that it is in the best interests of both parties that PayPal maintains a secure and stable environment; to that end, PayPal may change the method of access to the Payflow Services at any time. You also agree that, in the event of degradation or instability of the Payflow Services or an emergency, PayPal may temporarily suspend your access to the Payflow Services, any API, and/or any PayPal content under this Agreement in order to minimize threats to and protect the operational stability and security of the Payflow Services. Each party represents, warrants and covenants that it shall at all times comply with applicable Payment Card Industry Data Security Standards, ("PCI DSS") as such may be amended from time to time, with respect to all card Data received by it in connection with this Agreement. PayPal does not guarantee the security of the Payflow Services or Transaction data, and PayPal will not be responsible in the event of any infiltration of its security systems, if PayPal has used commercially reasonable efforts to prevent any such infiltration. Your customers' card data is handled by PayPal if: (a) you use Payflow Link, or (b) you use Payflow Pro and you choose to activate the "transparent redirect" feature and integrate the feature pursuant to PayPal's instructions. PayPal adheres to Payment Card Industry Data Security Standards ("PCI DSS").

4.4 *Technical Support for Payflow Services.* PayPal shall provide technical support services as set out at the following URL: **https://www.paypal.com/webapps/mpp/payflow-faq**.

5. REQUIRED USE OF PAYPAL SERVICES.

5.1 *Registration.* When you register for the Payflow Services, you may have PayPal payments automatically enabled. The e-mail address you designate when registering for the Payflow Services will be initially used to create your PayPal account, however, to access any PayPal payments you must finish completing your PayPal account and agree to the online PayPal user agreement, found on the applicable PayPal website.

5.2 *PayPal Services.* Merchants using Payflow Link agree to offer PayPal Express Checkout and Bill Me Later®, a PayPal service, on their hosted checkout pages. Fees for accepting payments via these services are set out as Purchase Payment Fees in the PayPal user agreement on paypal.com. Merchants who do not want to offer Express Checkout and Bill Me Later® can upgrade to the Payflow Pro level of service to disable these payment methods (additional fees may apply for Payflow Pro).

6. FEES AND PAYMENT TERMS.

6.1 *Fees.* You agree to pay PayPal the applicable fees for the Payflow Services as set out in Schedule 1, at the end of this Agreement, as amended from time to time. All fees are due immediately and are non-refundable, except as otherwise expressly noted herein. The Payflow Services are supplied on a month-to-month or annual basis depending on the payment terms you agree to during Registration. All sums due that remain unpaid after any applicable cure period will accrue interest of 1.5% per month or the maximum amount allowed by law, whichever is less; this interest to begin to accruing on the day after the payment due date until paid in full.

6.2 *Taxes.* The fees are exclusive of tax. You are responsible for all taxes, duties, levies or tariffs or charges of any kind imposed by any federal, state or local governmental entity on the fees for the Payflow Services, excluding taxes based on PayPal's net income.

6.3 *Payment Method.* You agree to pay for the Payflow Services via credit card or ACH. You authorize PayPal to charge your credit card or debit your bank account via ACH for the fees. You shall provide proper authorization to allow PayPal to debit its bank account to collect fees due under this Agreement. All fees owed by you to third parties (for example, Financial Institutions, Financial Processors, and merchant account providers), are your sole responsibility, and are not covered by this Agreement. You are solely responsible for the credit card or ACH account information you provide to PayPal and must promptly inform PayPal of any changes thereto.

7. TERM AND TERMINATION.

7.1 *Term*; Renewal. This Agreement will commence on the date you accept the terms of this Agreement (the "Effective Date"). If you agreed to monthly billing, this Agreement automatically renews for successive one month periods, unless terminated or suspended according to the provisions of this Agreement. If you agreed to annual billing, you must notify us if you wish to renew this Agreement on an annual basis. Renewal is subject to our then-current terms and conditions, including, successful completion of any applicable authentication procedure, and payment of all outstanding fees.

7.2 *Termination.* Either Party may terminate the Agreement for convenience at any time upon notice to the other party. PayPal may terminate this Agreement, effective immediately, (i) in the event of insolvency, receivership or voluntary or involuntary bankruptcy, or an assignment for the benefit of your creditors, or in the event that a substantial part of your property is or becomes subject to any levy, seizure, assignment or sale for or by any creditor or governmental agency without being released or satisfied within thirty days thereafter; (ii) if you fail to comply with applicable laws or regulations; (iii) for any of the reasons listed in Section 7.3 below; or (iv) if you fail to materially comply with this Agreement. If you purchase separate Payflow Services that are sold together as a "bundled" package, as opposed to your purchasing such Payflow Services separately, termination of any part of the Payflow Services may result in termination of all Payflow Services.

7.3 *Suspension.* PayPal may suspend your access to the Payflow Services immediately, without prior notice if: (i) certain third party licenses or access to third party components of the Payflow Services are terminated; (ii) you cause or fail to fix a security breach relating to the Payflow Services; (iii) PayPal reasonably believes your breach compromises the security of the Payflow Services; (iv) PayPal reasonably believes fraudulent Transactions are being submitted on your account knowingly or negligently; (v) your Financial Processor or Financial Institution requires such suspension; (vi) you fail to pay any fees when due; (vii) you fail to upgrade to the most current software version, security updates and/or patches; or (g) you fail to materially comply with this Agreement.

7.4 *Effect of Termination.* PayPal will cease providing the Payflow Services and cease charging you for any fees as of the expiration of the billing cycle in which the termination is effective. If termination of this Agreement is due to your default hereunder, you shall bear all costs of such termination, including any reasonable costs PayPal incurs in closing your account. You agree to pay all costs incurred by PayPal in enforcing your compliance with this Section. Upon termination, your rights to use the Payflow Services, and any other rights granted hereunder, shall immediately cease, and you shall destroy any copy of the PayPal Documentation or other materials licensed to you hereunder and referenced herein. Termination of this Agreement will not relieve either Party from any liability arising prior to the termination of this Agreement. To the extent permitted by applicable law, you agree that upon termination, we may delete all information relating to your use of the Service.

7.5 *Reinstatement of Payflow Services.* If Payflow Services are suspended or terminated by PayPal reinstatement of Payflow Services shall be subject to you paying PayPal (i) new set-up fees, at PayPal's then-current rates; and (ii) all past due fees.

8. PRIVACY.

Both Parties privacy policies shall be adequately displayed within their respective websites and meet current legal and industry standards within each Party's reasonable determination. Our privacy policy is located on our Web site at **https://www.paypal.com/webapps/mpp/ua/privacy-full** and is incorporated herein by reference. You agree that in the course of providing the Payflow Services, PayPal will capture certain Data. You agree to provide to PayPal only the Data that is required by the Payflow Software and is necessary for PayPal to provide the Payflow Services. Subject to applicable law, PayPal may use the Data as necessary to (i) perform the Payflow Services contemplated in this Agreement (including distributing the Data to third parties providing services you requested); (ii) collect and process the Data for record keeping, reporting, and analytics; (iii) provide fraud detection, risk modeling, and support services (iv) compile and disclose Data in the aggregate where your individual or user Data is not identifiable, including calculating your averages by region or industry; and (v) provide the Data as required by the card associations, law or court order, for purposes of incident investigation, or to defend PayPal's rights in a legal dispute. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals or for your providing outdated, incomplete, or inaccurate information. You are responsible for capturing and securing any Data you need prior to submission to us for processing. We will use the Data for processing the Transactions. After processing we will provide only truncated Data to you through our standard reporting tools.

9. CONFIDENTIALITY.

9.1 *Confidential Information Defined.* A party's "Confidential Information" is defined as any information of the disclosing party, which (i) if disclosed in a tangible form is marked using a legend such as "Confidential" or "Proprietary" or if not so marked, should be reasonably understood by the receiving party from the context of disclosure or from the information itself, to be confidential, or (ii) if disclosed orally or visually is declared to be confidential or, if not so declared, should be reasonably understood by the receiving party from the context of disclosure or from the information itself to be confidential. Confidential Information shall include, the terms of this Agreement; the integration requirements; information accessed via the Payflow APIs; information relating to the PayPal's systems, technology, processes, and financial information; your user ID; information relating to your business, security and technology; and all user data and customer information (including user IDs and passwords) regardless of whether marked "Confidential."

9.2 *Mutual Obligations.* Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties nor use the other party's Confidential Information for any purpose other than as required to perform its obligations under this Agreement. Such restrictions shall not apply to Confidential Information that (i) is already known by the recipient, (ii) becomes publicly known through no act or fault of the recipient, (iii) is received by recipient from a third party without a restriction on disclosure or use, or (iv) is independently developed by recipient without reference to the Confidential Information or (v) where Confidential Information is required to be disclosed by a court, government agency, law enforcement agency, regulatory requirement, or similar disclosure requirement. The parties' respective obligations to maintain the confidentiality of information disclosed hereunder shall survive the expiration or early termination of this Agreement or until such time as such information becomes public information through no fault of the receiving party. Upon termination or expiration of this Agreement, the receiving party shall immediately return to the disclosing party all manifestations of the Confidential Information or shall destroy all such Confidential Information as the disclosing party may designate; provided that such action may be delayed for so long as, and to the extent that, such Confidential Information relates to outstanding payment obligations or is subject to audit, reporting, or retention requirements under this Agreement or applicable law.

10. PROPRIETARY RIGHTS.

10.1 *Intellectual Property.* You acknowledge that PayPal and its licensors retain all intellectual property rights (including all patent, trademark, copyright, trade dress, trade secrets, database rights and all other intellectual property rights) and title in and to all of their Confidential Information; other proprietary information, products and services; and the

ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with the Payflow Services and provided by PayPal hereunder, including without limitation all modifications, enhancements, derivative works, configurations, translations, upgrades, and interfaces thereto (all of the foregoing "PayPal Intellectual Property"). PayPal Intellectual Property does not include your preexisting hardware, software, data, or networks. Except as otherwise expressly provided herein, nothing in this Agreement shall create any right of ownership or license in, and to the other Party's intellectual property rights and each Party shall continue to independently own and maintain its intellectual property rights. There are no implied licenses under this Agreement and any rights not expressly granted to you under this Agreement are reserved by PayPal or its suppliers. You shall not reverse engineer, decompile, modify in any manner or create derivative works from the Payflow Services, API License, (defined below) or any PayPal Intellectual Property.

10.2 *License.* PayPal hereby grants you a non-exclusive, non-transferable, revocable, non-sublicenseable, limited license to use PayPal's Intellectual Property solely as required and necessary to use the Payflow Services in accordance with the terms and conditions of this Agreement and any user guides provided by PayPal to you (the "IP License" and with respect to the APIs, the "API License").

10.3 *Payflow APIs.* PayPal shall make available to you its API integration and user guides and SDKs (collectively "PayPal Documentation"). You shall comply with the PayPal Documentation in connection with the integration and use of APIs. You shall keep all user ID, passwords and other access codes pertaining to the Payflow Services and API License confidential and secure from all unauthorized persons. You will immediately terminate the access rights of any user who ceases to act in an authorized capacity on your behalf for any reason, including because of a change in employment status or in the event of theft, loss or authorized disclosure or misuse of that user ID. You agree to notify PayPal immediately upon learning of any unauthorized use of your user name or password. You shall be solely responsible for (i) updating your passwords for access to the Payflow Services periodically, and (ii) creating passwords that are reasonably "strong" under the circumstances. The user ID is the property of PayPal and may be immediately revoked or terminated by PayPal if you share the same with any third party, or otherwise breach this API License. In connection with your use of Payflow's API's, you are prohibited from doing any of the following: (i) selling, transferring, sublicensing, or disclosing your user ID to any third party (other than third party service providers); (ii) selling, transferring, sublicensing, and/or assigning any interest in PayPal's Confidential Information accessed by the APIs; (iii) collecting any customer's personally identifiable information that is accessed through the APIs without that customer's express permission; (iv) providing timeshare, service bureau, application service provider or similar services to any other third party; and (v) interfacing or connecting the Payflow Services, or the API License with any other computer software or system without the prior written approval of PayPal. PayPal shall have no responsibility or liability for the performance of the Payflow Services and Payflow Software, in the event that the Payflow Services or Payflow Software are not used in accordance with this Agreement or any instructions for use provided by PayPal.

11. REPRESENTATIONS AND WARRANTIES.

11.1 *Authority.* Each party represents and warrants that (a) it has full power and authority to enter into and perform this Agreement; and (b) its execution and performance of this Agreement does not violate, conflict with, or result in a material default under any other contract or agreement to which it is a party, or by which it is bound.

11.2 *Compliance with Laws.* You represent and warrant that you shall comply with all applicable privacy, consumer and other laws and regulations with respect to (i) provision, use and disclosure of the Data; (ii) dealings with the users providing the Data; and (iii) use of the Payflow Services.

12. DISCLAIMER.

THE PAYFLOW SERVICES AND SOFTWARE INCLUDING THE API LICENSE ARE PROVIDED HEREUNDER ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND AND EXCEPT AS EXPRESSLY STATED HEREIN, PAYPAL DISCLAIMS ALL

WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARDS TO THE PAYFLOW SERVICES AND SOFTWARE. PAYPAL DOES NOT REPRESENT OR WARRANT THAT THE PAYFLOW SERVICES AND SOFTWARE SHALL OPERATE SECURELY OR WITHOUT INTERRUPTION.

13. INDEMNIFICATION.

You will defend, indemnify and hold harmless PayPal, its affiliates, and its officers, directors, employees, and agents from any loss, damage, liability, claim, demand or cost (including reasonable attorneys' fees) ("Claim") made or incurred by any third party due to or arising out of (i) your breach of this Agreement; (ii) the sale or use of any product or services sold by you; (iii) your use of the Payflow Services; or (iv) your negligence or misconduct

14. LIMITATION OF LIABILITY.

IN NO EVENT WILL PAYPAL'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE FEES PAID TO PAYPAL BY YOU HEREUNDER DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM FOR DAMAGES. IN NO EVENT WILL PAYPAL OR ITS LICENSORS HAVE ANY LIABILITY TO MERCHANT OR ANY OTHER PARTY FOR ANY LOST OPPORTUNITY OR PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY (INCLUDING NEGLIGENCE), AND WHETHER OR NOT PAYPAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. The limitations set forth above shall be enforceable to the maximum extent allowed by applicable law.

15. MISCELLANEOUS TERMS.

15.1 *Force Majeure.* Neither Party shall be responsible for any failure to perform its obligations under this Agreement if such failure is caused by acts of God, war, strikes, revolutions, lack or failure of transportation facilities, laws or governmental regulations or other causes that are beyond the reasonable control of such Party. Obligations hereunder, however, shall in not be excused but shall be suspended only until the cessation of any cause of such failure.

15.2 *Entire Agreement and Modification.* This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior oral, written, or online agreements. Except as otherwise provided for herein, any waiver, modification, or amendment of any provision of this Agreement will be effective only if in writing and signed by the Parties. This Agreement does not govern your use of the PayPal payment processing services such as Express Checkout or PayPal Payments Advanced, or PayPal Payments Pro, or your PayPal account. Your PayPal account and/or your use of any PayPal payment processing services shall be governed by the online PayPal User Agreement and any other agreement you agree to in connection with such account and/or your use of such PayPal Services.

15.3 *Severability.* If any provision of this Agreement shall be held illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

15.4 *Assignment; No Waiver.* This Agreement binds and is for the benefit of the successors and permitted assigns of each Party. You may not assign this Agreement or any rights under it, in whole or in part, without PayPal's prior written consent. Any attempt to assign this Agreement other than as permitted above will be null and void. Failure by either

Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

15.5 *Governing Law and Jury Trial Waiver.* This Agreement shall be governed by and construed in accordance with the laws of the State of California, U.S.A., except for its conflicts of laws principles. The Parties consent to the exclusive jurisdiction of, and venue in, the state and federal courts in Santa Clara County, California. PAYPAL AND MERCHANT IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT.

15.6 *Survival.* Sections, which by their nature survive, shall survive any termination or expiration of this Agreement in accordance with their terms.

15.7*Export Restrictions.* You agree that you shall not import, export, or re-export directly or indirectly, any commodity, including your products incorporating or using any PayPal products in violation of the laws and regulations of any applicable jurisdiction.

15.8 *Notices.* Except as otherwise expressly stated in this Agreement, all notices to PayPal shall be in writing and delivered, via courier or certified or registered mail, to General Counsel, 2211 North First Street, San Jose, CA 95131 or any other address provided by PayPal. All notices to you shall be delivered to your e-mail address as provided by you in your account information. Unless you choose to opt-out of receiving marketing notices, you authorize PayPal to notify you as our customer, via commercial e-mails, telephone calls and other means of communication, of information that we deem is of potential interest to you, including without limitation communications describing upgrades, new products and services or other information pertaining to the Payflow Services or other PayPal offerings relating to Internet security. Notwithstanding the above, you shall not have the right to opt-out of service or support notices relating to the Payflow Services, including without limitation, notices of service modifications, security, performance issues or technical difficulties.

15.9 *Headings.* The section headings appearing in the Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

15.10 *Relationship of the Parties.* The Parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency, or joint venture.

15.11 *Non-Disparagement;* Publicity. During the term of the Agreement, neither party will disparage the other party or the other party's trademarks, web sites, products or services, or display any such items in a derogatory or negative manner on any web site or in any public forum or press release. All media releases, public announcements or public disclosures (including, but not limited to, promotional or marketing material) by either Party relating to this Agreement are prohibited without the prior written consent of both Parties.

15.12 *Expenses.* Except as otherwise specified herein or as otherwise mutually agreed upon by the Parties, each Party will bear its own costs of performing under this Agreement.

15.13 *Government Use.* If you are a branch or agency of the United States Government, the following provision applies. The software and any related documentation are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 (JUN 1995) and 227.7202-3 (JUN 1995).

AMERICAN EXPRESS DIRECT PROCESSING

If at any time you process directly with American Express, you acknowledge and agree to comply with the terms of this Section as applicable.

a. *Access via Ecommerce Application.* You understand and agree that if you install a third party e-commerce application or your own custom integration on your Web Site through which you access American Express directly, it is your responsibility to comply with or select an e-commerce application that complies with the most current American Express standards and operational requirements. In addition, it is your responsibility to keep your systems in good working order and to repair and correct any deficiencies, errors, or defect promptly during the term of this Agreement if notified by PayPal or American Express that such repair is necessary for the Direct Processing services to operate properly and in accordance with American Express requirements. PayPal will promptly notify you of American Express required changes to your system. You understand and agree that your failure to perform these functions may result in your inability to process such Transactions through PayPal or in PayPal or American Express suspending or terminating your right to access the Direct Processing services.

b. *Inability to Access Service.* You acknowledge and agree to notify PayPal immediately of online processing problems, including but not limited to providing PayPal's customer service department with notice within forty-eight (48) hours of your use of voice authorizations for Transactions that would otherwise have been sent using the Payflow Services described herein.

In no event shall PayPal be liable for Transaction processing and other services performed by American Express.

ADD ON PAYFLOW SERVICES

ENHANCED TECHNICAL SUPPORT

1. If at any time you purchase Enhanced Technical Support, you agree to comply with the following terms and conditions.
2. Enhanced Technical Support provides (i) unlimited e-mail and web support; (ii) toll free telephone support from 5:00 am to 6:00 pm PT seven days a week, except for holidays; (iii) e-mail alerts for issues that may affect Transaction processing; and (iv) two hours of integration support.
3. The fees for Enhanced Technical Support are set out in the Registration and will be added to your monthly bill.

PREMIUM TECHNICAL SUPPORT

1. If at any time you purchase Premium Technical Support, you agree to comply with the following terms and conditions.
2. Premium Technical Support provides (i) unlimited e-mail and web support; (ii) 24/7 toll free telephone support; (iii) e-mail alerts for issues that may affect Transaction processing; and (iv) four hours of integration support.
3. The fees for Premium Technical Support are set out in the Registration and will be added to your monthly bill.

RECURRING BILLING SERVICE

If at any time you purchase the Recurring Billing Services, you agree to comply with the following terms and conditions.

1. *Compliance.* The Recurring Billing Service allows you to automatically debit a customer's debit or credit card ("Card"). This allows you to sign customers up for a payment that is recurring on a regular or irregular basis and for a fixed or variable amount. You agree that you will comply with all the requirements of Regulation E (12 CFR 205.10) ("Reg E") and Regulation Z (12 CFR 226.13), including the requirement to receive an authorization prior to setting up a recurring payment, the requirement to provide the customer with 10 day's notice if the amount of the payment will vary from the amount of the authorization or the previous transfer, and the requirement to have the ability to stop the payment by providing you with 3 days notice. In the instance of stopping the payment, you are entitled to ask the customer for an alternative payment method, and if necessary pursue collection efforts if the customer does not provide one.

2. *Recurring Transactions.* You agree, and hereby represent and warrant, that prior to processing any recurring Transactions using Recurring Billing Service, you will have entered into written agreements with its customers (1) confirming the customer's Card number and current expiration date; (2) providing an overview of how the recurring billing service will operate; (3) stating the term of the contract, in particular the period the Card will be billed and the frequency that the Card will be charged.

3. *Merchant Obligations.* You shall: (i) obtain all necessary approvals required from each customer authorizing you to bill such customer's Card account; (ii) comply with all applicable bank and Card rules with respect to recurring billing of customer's Cards; (iii) provide accurate information regarding the Cards to be billed, the amounts, the billing cycles, billing period and any other information requested by PayPal that is necessary to properly process such Transactions; (iv) review Transactions periodically to determine if they have been properly submitted and notify PayPal promptly if you notice any discrepancy between the information provided and the Transactions submitted; and (v) indemnify PayPal and its representatives, officers, directors and employees from and against any claims by Cardholders that their Cards were charged by you without authorization.

FRAUD PROTECTION SERVICES

1. *Introduction.* The Fraud Protection Services include (i) Basic Fraud Protection (ii) Advanced Fraud Protection (iii) Account Monitoring, and (iv) Buyer Authentication.

2. *Use of Fraud Protection Services.* You shall (i) use the Fraud Protection Services in accordance with the applicable user guides and other documentation; and (ii) not use or permit others to use information obtained through the use of the Fraud Protection Services for any purpose other than in conjunction with the Services and in a manner described in the documentation for the Fraud Protection Services.

3. *Setting Preferences.* You shall be responsible for setting preferences for the Fraud Protection Services to determine which Transactions it will accept or reject based on the authentication information provided by PayPal. You shall not reject a Transaction unless, based on various combinations of authentication information, you reasonably determine that the individual requesting the Transaction is likely not the consumer he is representing himself to be.

4. *Account Monitoring.* You acknowledge that PayPal does not represent or warrant that the Account Monitoring Service is error free or that it will identify all fraudulent activity. In addition, PayPal shall not be liable to you if PayPal incorrectly identifies a Transaction as fraudulent. You shall be responsible for taking all final actions on Transactions that have been identified by PayPal as potentially fraudulent. PayPal shall use commercially reasonable efforts to monitor and internally investigate and report on potentially fraudulent activity.

5. *Dispute Resolution.* You acknowledge PayPal shall have the right to provide Data to Financial Institutions and card associations for the purposes of dispute resolution.

6. *Best Practices.* The Risk and Security "best practices" suggestions features of the Fraud Protection Services are for illustrative purposes only to show best industry practices, and you shall be solely responsible for choosing the appropriate settings and parameters for the Fraud Protection Services.

7. *IP Address Verification Components.* Except as permitted in the applicable documentation for the Fraud Protection Services, you shall not: (i) modify, recast or create derivative works of any information obtained using the IP Address Verification components of this service; (ii) publicly display, upload or post any information obtained using the IP Address Verification components or transmit, broadcast or otherwise transfer such information to any other party; (iii) license, sell, transfer or provide access to information obtained using the IP Address Verification components of the Payflow Services; and (iv) use, or authorize any third party to use, the information obtained using the IP Address Verification components to provide geo-location services to third parties.

8. *High Risk Filters.* PayPal's licensors of third party products or services used by you as part of the high risk filters components of the Fraud Protection Services shall be considered third party beneficiaries of the Agreement and shall have the right to enforce your compliance with the Agreement.

9. *Buyer Authentication.* If the card associations modify their buyer authentication programs, PayPal will use commercially reasonable efforts to update the Fraud Protection Services at the next major release of the Fraud

Protection Services that PayPal makes generally available.

10. *Third Party Components.* PayPal shall have the right to modify, substitute, or remove third party components of the Fraud Protection Services on 30 days prior notice. You may terminate the Fraud Protection Services or this Agreement in its entirety with notice as set out in this Agreement, if such removal materially diminishes the functionality of the Fraud Protection Services.

11. *Deactivation.* Upon termination of the Fraud Protection Services, PayPal may immediately cancel your access to the Fraud Protection Services. It is your responsibility to clear all settings and download all reports prior to the effective date of any such termination.

SCHEDULE 1

Payflow Services Fees Effective as of September 25, 2012**

Service	Set Up Fee per Payment Service Account	Monthly Fee per Payment Service Account*	Per Transaction Fee
Payflow Link	$0.00	$0.00	$0.10
Payflow Pro	$99.00	$25.00	$0.10
Basic Fraud Protection	$0.00	$0.00	$0.00
Advanced Fraud Protection	$0.00	$10.00	$0.05
Buyer Authentication	$0.00	$10.00	$0.10
Recurring Billing Service	$0.00	$10.00	$0.00

The pricing table above applies to domestic payments in US dollars. Payflow Services must be used with an internet merchant account. The prices above do not include internet merchant account processing fees.

*The total monthly fees due to PayPal each month will be based on the maximum number of activated Payment Service Accounts at any point in a calendar month. "Payment Service Account" means an activated Merchant account that may process Transactions.

**Fees applicable to new U.S. customers effective as of September 25, 2012. Existing U.S. customers wishing to use this pricing should contact PayPal's customer service department and must be using the most current version of Payflow Link.

Payflow Services Fees for existing U.S. and Canadian customers prior to September 25, 2012 and new Canadian customers as of September 25, 2012

Service*		One Time Setup Fee	Monthly Service Fee	Included Monthly Transactions	Monthly Excess Transaction Fee**
Payflow Link		$179.00 USD	$19.95 USD	500 Transactions per month included	$0.10 USD per Excess Transaction
Payflow Pro		$249.00 USD	$59.95 USD	1000 Transactions per month included	$0.10 USD per Excess Transaction
PayPal Recurring Billing Service (Treated as a Transaction and included in monthly	**Payflow Link Service**	$14.95 USD	$9.95 USD	Included as part of your monthly Payflow Link Transactions	Included as part of any monthly Excess Transactions

Transaction Totals)	**Payflow Pro Service**	$39.95 USD	$29.95 USD	Included as part of your monthly Payflow Pro Transactions	Included as part of any monthly Excess Transactions
PayPal Fraud Protection Services	**Basic Package**	$29.95	$19.95	NA	$0.05 USD
	Advanced Package	$89.95	$49.95	NA	$0.10 USD
	Buyer Authentication+	$150.00	$9.95	NA	$0.10 USD

*The pricing table above applies to domestic payments in US dollars. Payflow Services must be used with an internet merchant account. The prices above do not include internet merchant account processing fees. **If you exceed the number of Transactions included in the monthly service fee for the applicable Payflow Services ("Excess Transaction"), you shall pay a monthly Transaction fee per Excess Transaction ("Monthly Excess Transaction Fee").

+The service must be purchased in conjunction with the PayPal Fraud Protection Service Basic Package or Advanced Package.

Customers with Enhanced and Premium Support services will continue to receive these services at their current pricing. These services are not available to new customers.

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APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL
Shirley L. Murphy 1/13/17
DEPUTY COUNTY COUNSEL DATE

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 26.

MEETING DATE: 1/24/2017

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 out-of-state travel for Sheriff Thompson to attend Western States Sheriff's Conference in Reno, Nevada from March 5th - March 9th, 2017, in the amount of $1,195.00.
SBC FILE NUMBER: 110

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The Western States Sheriff's Association is holding their annual conference from March 5-9, 2016 in Reno, NV. This conference has proven to be beneficial in that it allows a broader discussion into issues facing all counties not just those in California. This year a topic of discussion, which has been at the forefront with California State Sheriff's, will be mental health issues within detention facilities.

The cost of this conference has been included in the FY 2016-17 adopted budget. The estimated total cost which includes registration, lodging, per-diem and fuel is $1,195.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

1175.1000.619.194;196;198;202

CURRENT FY COST:

$1,195

STAFF RECOMMENDATION:

Approve out-of-state travel for Sheriff Thompson to attend the Western States Sheriff's Conference March 5-9, 2017 in Reno, Nevada, from March 5th - March 9th, 2017, in the amount of $1,195.00.

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

Approved per staff recommendation. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
Travel Approval	12/30/2016	Backup Material
Conference Invitation	12/30/2016	Backup Material

TRAVEL APPROVAL REQUEST FORM

Please check one:

☒ Out of State Travel (requires Board approval per GC §24058)

☐ In State Travel

Person(s) & Department Requesting Travel	Dates	Location and Nature of Meeting
Sheriff Thompson	March 5-9, 2017	Western State Sheriff's Conference, Reno, NV

ESTIMATED COSTS: ☒ GENERAL FUND ☐ OTHER FUND

REGISTRATION: $ 175.00
MILEAGE:
LODGING: $ 560.00
MEALS: $ 260.00
AIRFARE:
Other: $ 200.00

TOTAL: $ 1,195.00

☐ APPROVED ☐ NOT APPROVED

Approved by: _____
Jamie De La Cruz

TITLE: Chairman of the Board
Chairman of Board or CAO or Dept Head

DATE: _____

Revised: 10/2/2009 CAO

WESTERN STATES SHERIFFS ASSOCIATION

474 Rogers Canyon Road
Laramie, Wyoming 82072
Telephone: 307 760 4075
www.westernsheriffs.org

Dear Fellow Sheriff's:

The Western States Sheriffs Association invites you to join officials from across the Western 15 States at our annual business conference in Reno Nevada.

WSSA offers training as well as networking opportunities to those dedicated to law enforcement in the west, and an opportunity for input on contemporary issues.

WSSA Annual Training Conference and Vendor Exhibition
March 5th through March 9th , 2017
Reno Nevada, Peppermill Hotel and Casino

This year conference agenda will change slightly, as we will have our annual Business meeting on Wednesday, 8 March, and Training all Day Thursday. A conference agenda will be published shortly with the conference information.

If you are a new Sheriff or a first time attendee to WSSA conference, please take the time to fill out the registration, return it, and plan to attend the annual training and business meeting in Reno Nevada.

Please return your registration and payment to the following address;

Jim Pond, Executive Director
Western State Sheriffs Association
474 Roger Canyon Road
Laramie, WY, 82072

If you have any questions please give me a call…..
WSSA is a 501(c) (3) organization Tax ID # 88-0335537
Telephone #: (307) 760-4075 • Email: james.f.pond@gmail.com

Western States Sheriffs' Association
474 Roger Canyon Road
Laramie, WY 82072

MISSION

The mission of the Western States Sheriff's Association is to assist Sheriffs and their Offices with Federal and State legislative issues, address policy and procedural matters, develop guidelines to promote uniformity in matters that are important to Sheriffs of the Western United States and to work together to keep the office of Sheriff strong.

SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 27.

MEETING DATE: 1/24/2017

DEPARTMENT: TREASURER/TAX COLLECTOR

DEPT HEAD/DIRECTOR: Mary Lou Andrade

AGENDA ITEM PREPARER: Mary Lou Andrade

SBC DEPT FILE NUMBER: 100112

SUBJECT:

TREASURER-TAX COLLECTOR- M.L. ANDRADE
Adopt Resolution delegating to the San Benito Treasurer the authority to invest and re-invest county funds and the funds of other depositors in the County Treasury, or to sell or exchange securities so purchased.
SBC FILE NUMBER: 685.2
RESOLUTION NO: 2017-2

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Board adopted Ordinance #689 that implemented Government Code Section 53607 providing that the Board may delegate its authority to invest and reinvest funds of the County and other depositors in the County treasury to the County Treasurer. This ordinance was passed and adopted April 1, 1997. Annually, upon written resolution, the Board may renew the delegation for a one year period or less.

BUDGETED:

..

No

SBC BUDGET LINE ITEM NUMBER:

n/a

CURRENT FY COST:

n/a

STAFF RECOMMENDATION:

Adopt the attached annual resolution delegating authority to the County Treasurer to invest and reinvest county funds and other depositors' funds in the county treasury or to sell or exchange securities so purchased, pursuant to the requirement of state law.

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

Adopted Resolution No. 2017-2 per staff recommendation. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
revised resolution	1/18/2017	Resolution Letter

BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF SAN BENIITO DELEGATING TO THE SAN BENITO TREASURER THE AUTHORITY TO INVEST OR RE-INVEST COUNTY FUNDS AND THE FUNDS OF OTHER DEPOSITORS IN THE COUNTY TREASURY, OR TO SELL OR EXCHANGE SECURITIES SO PURCHASED	)	Resolution No. _____

WHEREAS, Government Code §53607 provides that the Board of Supervisors may delegate its authority to invest or reinvest funds of the County and the funds of other depositors in the County Treasury or to sell or exchange securities so purchased to the County Treasurer;

WHEREAS, the San Benito County Board of Supervisors has adopted an ordinance implementing Government Code §53607;

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors hereby delegates to the San Benito County Treasurer the authority to invest or reinvest county funds and the funds of other depositors in the County Treasury, or to sell or exchange securities so purchased, pursuant to requirement of state law.

BE IT FURTHER RESOLVED THAT that the San Benito County Treasurer-Tax Collector-Public Administrator shall make a monthly report of those transactions to the San Benito County Board of Supervisors as set forth by Government Code §53607.

PASSED AND ADOPTED by the San Benito County Board of Supervisors at the regular meeting of said board held on the 24th day of January, 2017, by the following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

ABSTAIN: SUPERVISORS

BY: _____
Jaime De La Cruz, Chair

ATTEST:

_____
Chase Graves, Clerk of the Board

APPROVED AS TO LEGAL FORM:

_____
Barbara Thompson
Assistant County Counsel

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 28.

MEETING DATE: 1/24/2017

DEPARTMENT: OFFICE OF EMERGENCY SERVICES

DEPT HEAD/DIRECTOR: Kevin O'Neill

AGENDA ITEM PREPARER: Chase Graves

SBC DEPT FILE NUMBER: 75.5

SUBJECT:

OFFICE OF EMERGENCY SERVICES - K. O'NEILL
Update on the Pacheco Creek flood.
SBC FILE NUMBER: 75.5

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

Beginning January 6, 2017 the County of San Benito was impacted by a major storm that caused significant impacts countywide, particularly to the area of Lovers Lane and San Felipe Road between Shore Road and Hwy 152. On January 17 the Board of Supervisors ratified a Local Emergency Proclamation issued by the Office of Emergency Services.

OES will present a update on the damages from the January 6 storm and the following January 18 storm.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

ADDITIONAL PERSONNEL:

BOARD ACTION RESULTS:

Received update from Kevin O'Neill from Office of Emergency Services. (Report Only)

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

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JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 29.

MEETING DATE: 1/24/2017

DEPARTMENT: HUMAN RESOURCES

DEPT HEAD/DIRECTOR: B. Thompson

AGENDA ITEM PREPARER: G. Cochran

SBC DEPT FILE NUMBER: 630

SUBJECT:

HUMAN RESOURCES - G. COCHRAN
Receive a Presentation from Alliant and County Staff regarding Health Care Implementation.
SBC FILE NUMBER: 630

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

Receive Presentation

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Receive presentation.

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

Received presentation from Alliant and Human Resources. Chairman Jaime De La Cruz wants another update in 3 months.

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 30.

MEETING DATE: 1/24/2017

DEPARTMENT: CLERK OF THE BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR: Not Applicable

AGENDA ITEM PREPARER: Louie Valdez

SBC DEPT FILE NUMBER:

SUBJECT:

BOARD OF SUPERVISORS
Pajaro Compass Presentation by Pajaro River Watershed Flood Prevention Authority.
SBC FILE NUMBER: 156

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

This effort is a multi-stakeholder, collaborative conservation planning effort that has focused on the Pajaro River watershed.

ABOUT THE ORGANIZATION

In 1998, members of the Pajaro Valley community agreed to come together in an attempt to move beyond the conflict and lack of coordination among the various interests in the region. A diverse group of residents, including business, agricultural, environmental, local government, labor, education, health, and others formed Action Pajaro Valley (APV), a non-profit organization, in 1999.

Action Pajaro Valley reached some significant milestones, such as:

- Enacted a “Vision Process”

- Facilitated discussion of water supply alternatives for the Pajaro Valley
- Developed a Growth Management Strategy
- Successfully educated the public about Measure U, the Orderly Growth & Agricultural Protection ballot Initiative that passed within the City of Watsonville
- Established a Pajaro River Task Force and a Technical Stream Team with the goal of reaching consensus on the Pajaro River Levee Reconstruction Project

Action Pajaro Valley's successes were due largely in part to community members coming together to declare the mission of the organization as the following:

*"The **mission** of Action Pajaro Valley is to create a positive future for the residents of the Pajaro Valley by facilitating an ongoing collaborative process for planning, informing and serving as a resource for community decision-making."*

Pajaro River Watershed

The Pajaro River watershed covers approximately 1300 square miles and spans 4 counties: San Benito, Santa Clara, Santa Cruz, and Monterey. The watershed is bound by the Santa Cruz Mountains to the North, and the Gabilan Range to the South. Its main tributaries are Corralitos, Uvas, Llagas, San Benito, Pacheco, and Santa Ana creeks. These tributaries and many others converge and provide water to the Pajaro River, which drains into Monterey Bay.

Because the Pajaro River watershed spans four counties and four water districts, politics and different interests have complicated jurisdictional boundaries and enforcement of laws pertaining to water use, environmental protection, etc. One advantage of this large geographic scale and political complexity is the knowledge and energy represented by the numerous and active Pajaro River Watershed organizations.

What is a Watershed?

When studying the characteristics of water quality, water supply, and flood hazard in a region, it makes most sense to look the entire area covered by the watershed. A watershed, also known as a drainage basin, is the total area that contributes water to a single point. The point is usually the lowest point in the watershed, taking the form of a river or a reservoir. Watersheds are bound by high regions such as mountain ridges or hills.

There are 2,267 Enviromental Protection Agency (EPA) designated watersheds in the United States. Every watershed within the US has a unique 8 digit Hydrologic Unit Code (HUC) used to catalog the data associated with it. The code for the Pajaro River watershed is 18060002.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Receive and file, no action required.

ADDITIONAL PERSONNEL:

BOARD ACTION RESULTS:

This item was pulled from the agenda to be put on at a future date as the presenter was unable to attend.

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 31.

MEETING DATE: 1/24/2017

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: Brent Barnes

AGENDA ITEM PREPARER: Adam Goldstone

SBC DEPT FILE NUMBER: 105

SUBJECT:

RESOURCE MANAGEMENT AGENCY- B. BARNES
Receive update on the proposed Monterey Bay Community Power regional JPA.
SBC FILE NUMBER: 105

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

On December 14 and January 13, County staff attended the Monterey Bay Community Power executive ad-hoc committee meetings to hear and discuss final proposed revisions to the JPA and ordinance documents. Staff will present an update on the details and timing of this proposal.

BUDGETED:

No

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

CURRENT FY COST:

STAFF RECOMMENDATION:

Receive report.

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

Received update from RMA. (No action needed, report only)

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 32.

MEETING DATE: 1/24/2017

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: James A. Rydingsword

AGENDA ITEM PREPARER: Enrique Arreola

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD
Presentation of the 2016 San Benito County Workforce Development "At Your Service" Lay-off Aversion Report.
SBC FILE NUMBER: 130

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

The Workforce Development Board (WDB) received Rapid Response Lay-Off Aversion funding to provide lay-off aversion services to local residents and businesses. The Rapid Response Layoff Aversion program is a key component of the WDB service strategy to retain local jobs by offering a full range of coordinated resources and business counseling to local businesses that may be at risk. The primary purpose of Rapid Response is to enable affected workers to return to work as quickly as possible following a layoff, or to prevent layoffs altogether.

The WDB approved the hiring of a consultant to lead a Lay-Off Aversion program to improve access to resources and programs available to the business communities located in San Benito County and to identify businesses that may be at risk and in need of immediate solutions. Over 100 businesses were directly contacted to assess their services and needs through an on-line survey

with the goal to provide one to one technical assistance to businesses in need to assistance. In addition, an "Ask the Experts" forum took place to provide an opportunity for local business to network and connect with experts in numerous areas that affect the sustainability of those businesses. Both local and State resources participated in this event which benefited local employers with valuable services and resources.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

1. Allow staff the presentation of the 2016 San Benito County Workforce Development "At Your Service" Lay-Off Aversion Report.
2. Accept the 2016 San Benito County Workforce Development "At Your Service" Lay-Off Aversion Report.

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

Received update from HHSA. (Report Only)

ATTACHMENTS:

Description	Upload Date	Type
"At Your Service" Lay-Off Aversion Report	12/2/2016	Cover Memo

San Benito County
Workforce Development Board
Rapid Response Layoff Aversion Program:

2016 Program Summary
"At Your Service" Business Survey May – June 2016
"Ask the Experts" Business Resource Event June 15, 2016
Rapid Response & Layoff Aversion Activities May – Ongoing

October 7, 2016

Prepared by:
Farmhouse Communications
1700 Airline Highway, PMB 354
Hollister, CA 95023
(831) 524-0408
FarmhouseCommunications.com

FARMHOUSE COMMUNICATIONS

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APPENDIX 1: SURVEYS

APPENDIX 2: PROGRAM PROMOTION & MEDIA COVERAGE

INTRODUCTION & OVERVIEW

On April 12, 2016, the San Benito County Board of Supervisors approved a contract with Farmhouse Communications (Farmhouse) of Hollister, California to provide services related to the implementation of Rapid Response Lay-Off Aversion Activities for the San Benito County Workforce Development Board (WDB) with all activities to be implemented by June 30, 2016.

During the months of May and June 2016, Farmhouse conducted a confidential, county-wide business survey in San Benito County. More than 450 businesses were reached via telephone, online via email and in on-site visits in Hollister and San Juan Bautista. 100 business owners and managers completed the survey, 87 surveys were completed in English and 13 in Spanish.

The survey provided an opportunity to connect with businesses, to determine their overall health, struggles and the general status of their operations. Two bilingual outreach teams visited business districts in San Juan Bautista and Hollister to connect with business owners and managers to garner their feedback. The survey instrument was patterned after that conducted by the California State University Monterey Bay Small Business Development Center in 2012 and was delivered in hardcopy and online versions in both English and Spanish.

The survey was designed to collect information on local businesses with the goal of improving County services to businesses as well as ascertain if there were any specific areas of assistance needed to assist businesses to sustain and grow their operations and avoid layoffs. Work by Farmhouse Communications and affiliates is ongoing.

Dozens of business owners/managers responded to widely broadcasted invitations to attend an “Ask the Experts” business resource event coordinated by Farmhouse Communications hosted the morning of Wednesday, June 15 at Paine’s Restaurant in downtown Hollister. The event featured 25 agency experts from throughout the state in several categories including:

- Workforce development, training and evaluation
- Business management, planning and marketing
- Finance
- Licensing and permitting
- Water, energy, waste & recycling

In response to businesses who were either self-identified or identified by staff as at risk, in need of Rapid Response Lay-Off Aversion services, the consultant, staff and business support organizations and leaders were assembled to avoid reductions and closures, to help the business to sustain and grow their employee base and assist in providing services for displaced workers when necessary.

Survey & Business Support Program Promotion

The “At Your Service” survey, “Ask the Experts” business resource event and Rapid Response and Layoff Aversion Program were publicized extensively throughout San Benito county, utilizing the following methods:

- Development of a custom website and email account for the program- BusinessinSanBenito.com
- Press releases and calendar advisories in the Hollister Free Lance, BenitoLink and San Juan Mission Village Voice
- Paid advertisement in Hollister Free Lance
- Announcements via broadcast email sent directly to businesses- Chamber of Commerce, Business Council, EDC and Hispanic Chamber members, EDD business contact list, City of Hollister Business License List
- Social media- Twitter, LinkedIn and Facebook (with boosted posts and paid, direct ads)
    - A “Business in San Benito” Facebook page was also created for this program
    - Postings were cross-promoted on the County Workforce Development Board Facebook page as well as several community information pages
- Program promotional flyers in English & Spanish
- Community Media Access Partnership (CMAP) and CSUMB Small Business Development Center Workshops and Training Events Calendars

In order to appeal to business owners and managers to participate in the survey, those who completed the survey were provided with an option to enter a drawing to receive up to 5 hours of complimentary marketing and PR consulting services (a $1000+ value) from Farmhouse.

“AT YOUR SERVICE” BUSINESS SURVEY

Survey Instrument Development, Methodology & Delivery

To conduct a survey and attempt to understand the current needs and challenges of businesses in San Benito county, a survey research approach was implemented.

The survey instrument was based upon the 2012 survey developed by the CSUMB SBDC which was enhanced to address current programs and technologies. The instrument was reviewed, edited and approved by County workforce development staff led by Enrique Arreola, Deputy Director Health & Human Services Agency Community Services and Workforce Development.

Surveys were developed in English & Spanish, in paper/hard copy form as well as online utilizing the Constant Contact survey program also known as Survey Monkey. The online survey was also posted in a custom website developed for the program located at BusinessinSanBenito.com. In order to encourage and facilitate a climate of forthright communications, including providing sensitive business information, the identity of respondents was used for internal identification and support assistance purposes only.

The sample of businesses was self-selected for online participation and randomly selected for physical, grassroots, bilingual outreach. Businesses located within the following areas were visited between 10:00AM and 6:00PM on May 31, June 6-10 and 13-14, provided with program information and conducting facilitated online surveys utilizing tablet computers and laptops:

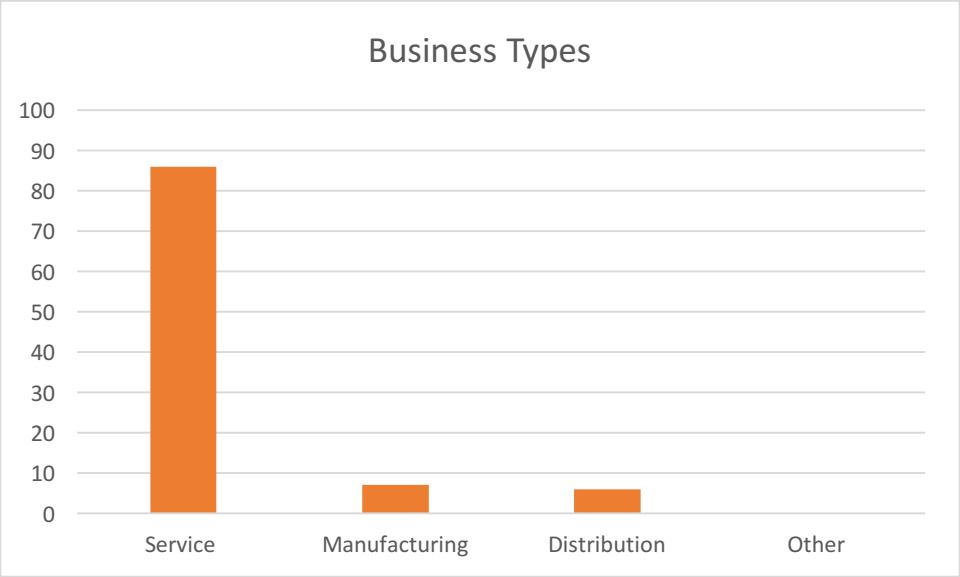
- Hollister: McCray St./ San Benito St./San Felipe Rd. reaching 95 businesses and conducting 45 surveys
- Hollister: Fairview Rd./Hillcrest/Industrial reaching 20 businesses and conducting 7 surveys
- Hollister: Tres Pinos Rd. reaching 10 businesses and conducting 10 surveys
- San Juan Bautista: 1st, 2nd, 3rd Streets reaching 45 businesses and conducting 25 surveys

Data Gathering

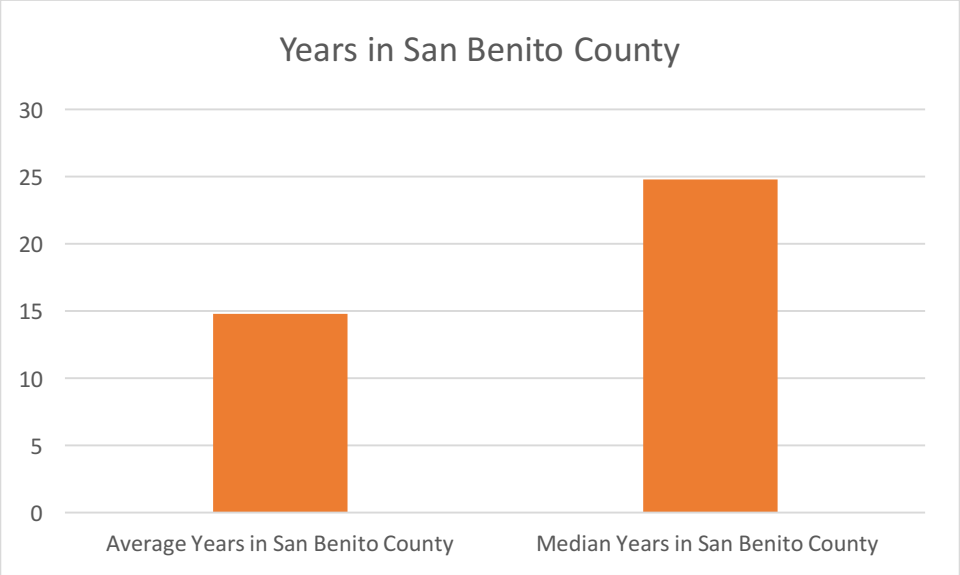
The project’s community outreach and engagement team performed the data gathering functions related to this research project based on information provided by San Benito County Workforce Development Board, County staff and staff of the Employment Development Department (EDD). The team also collaborated to promote deliver the survey and business support program components in English and Spanish, online and hard copy formats.

All survey responses were entered into the Constant Contact online survey program. Completed and partial surveys were then exported to spreadsheets for review, analysis and reporting.

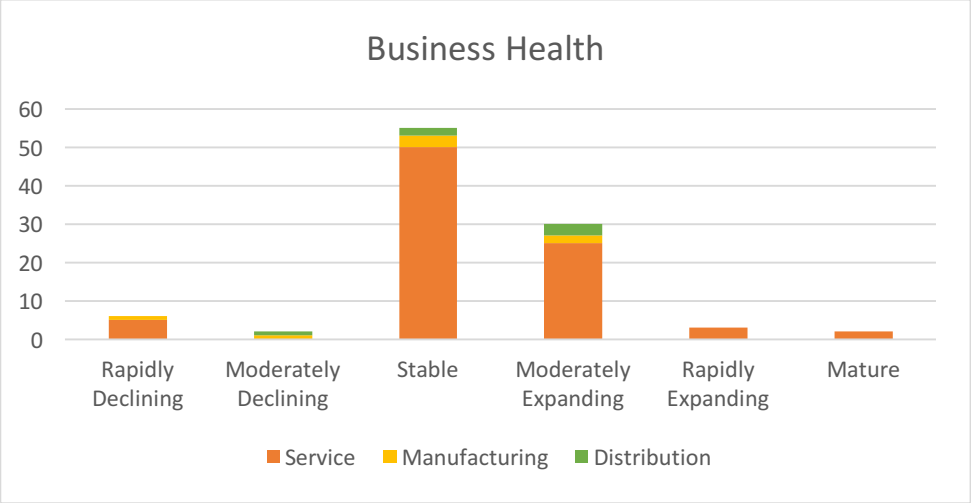
Survey Results



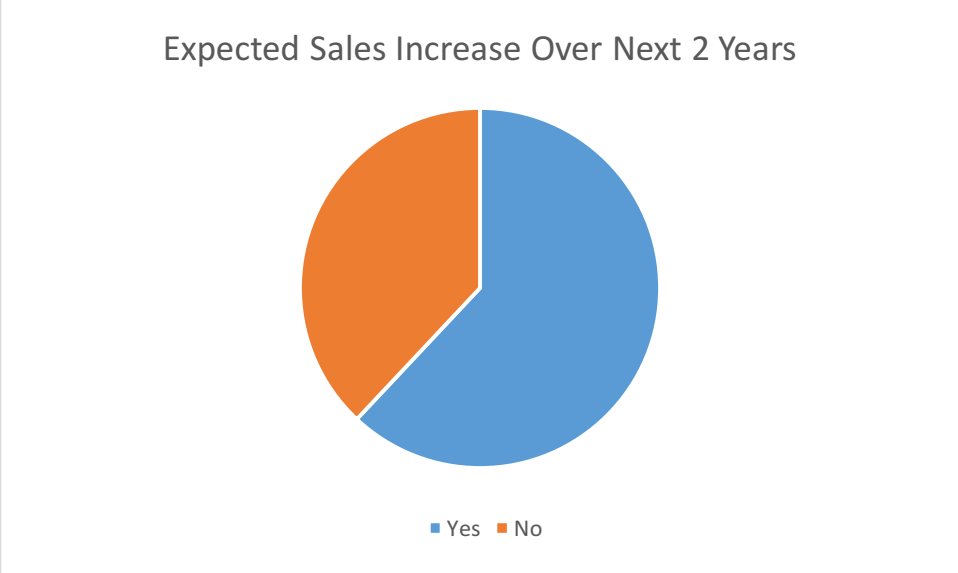
100 businesses responded to the survey, the overwhelming majority of the businesses operate in the service category.



The average number of years that business survey participants have operated in San Benito County is 14.8, and the median is 24.8 years. 25% of surveyed businesses have operated in San Benito for 20 or more years, including a business that has operated for 116 years. The majority of businesses in San Benito were founded locally. 71% originated in San Benito and the remaining 29% were founded in Gilroy, Salinas, Campbell, Cupertino, Modesto, Delano, Riverside, Irvine and Chicago.



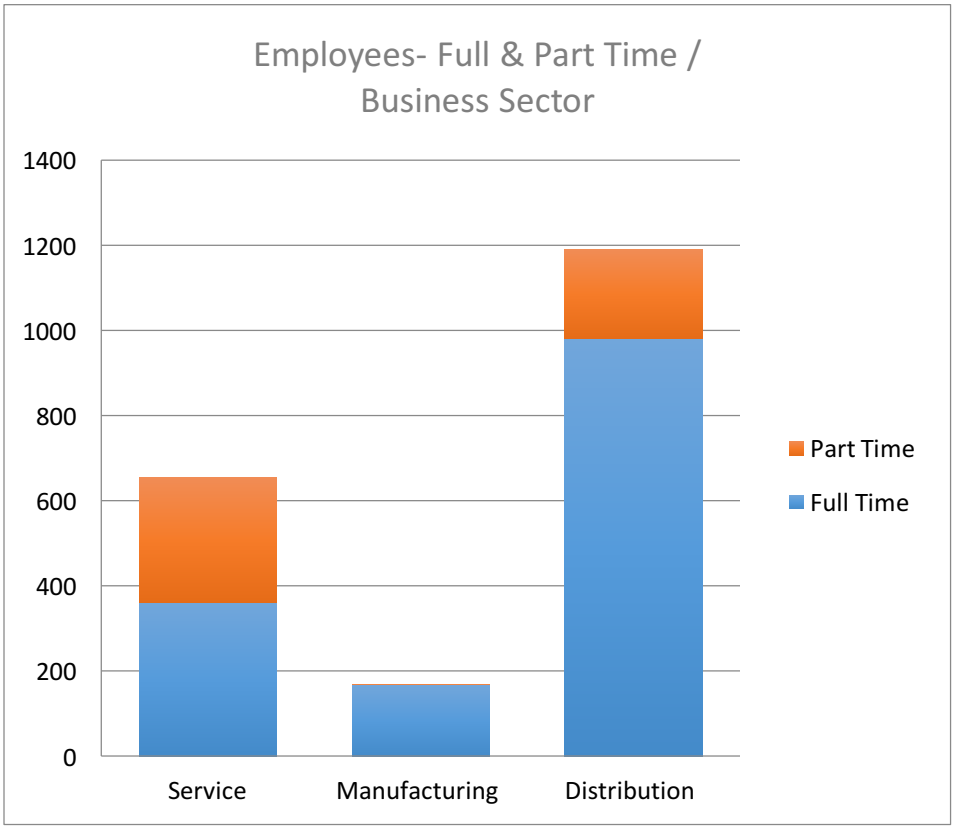
The majority of business owners, 55% classify their businesses as stable. The large number of stable responses with the addition of moderately expanding businesses suggests that business owners are optimistic about their future and few feel they are declining.



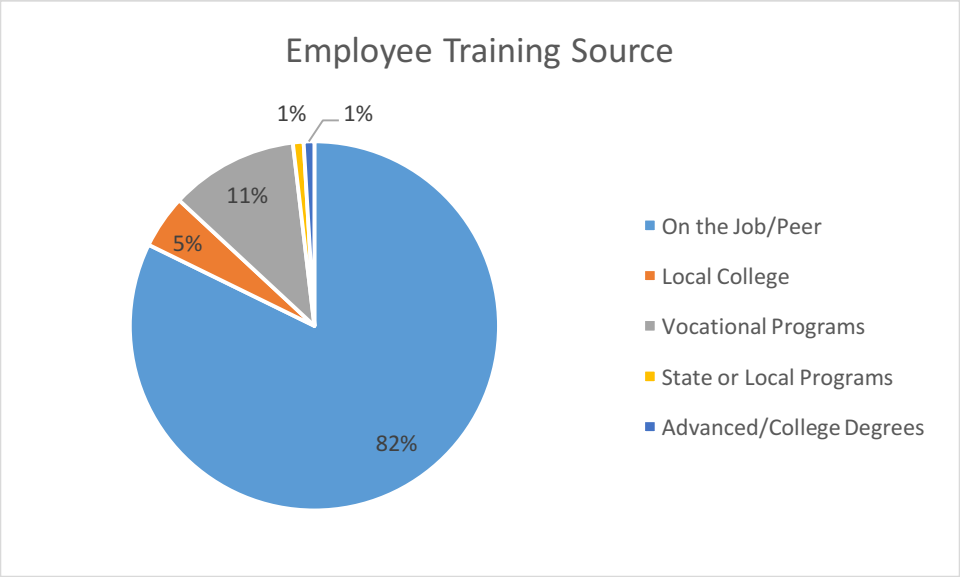
Outlook for future business is favorable as 62% of businesses expect sales to grow. Local businesses are benefitting from the improved local economy, lower unemployment rate, increase in discretionary incomes. Many businesses are seeking opportunities to expand their location.

72% of the surveyed businesses in San Benito County lease their operating space. Business owners were asked if they would expand or downsize their physical location within the next two years, 15% are planning to expand with at least two businesses planning to remodel and expanding into an adjacent space and 5 planning to either close or downsize. When asked if new products or services would be introduced in the next two years, 16% responded affirmatively. Many businesses feel that the economy is improving.

There was interest from some lease holders for additional information on commercial properties available for sale. These owners would like to stay in San Benito County, but would like to own rather than lease.



The companies surveyed employ over 1508 employees, the service and distribution industries employs the majority (numbers skewed by major employer).

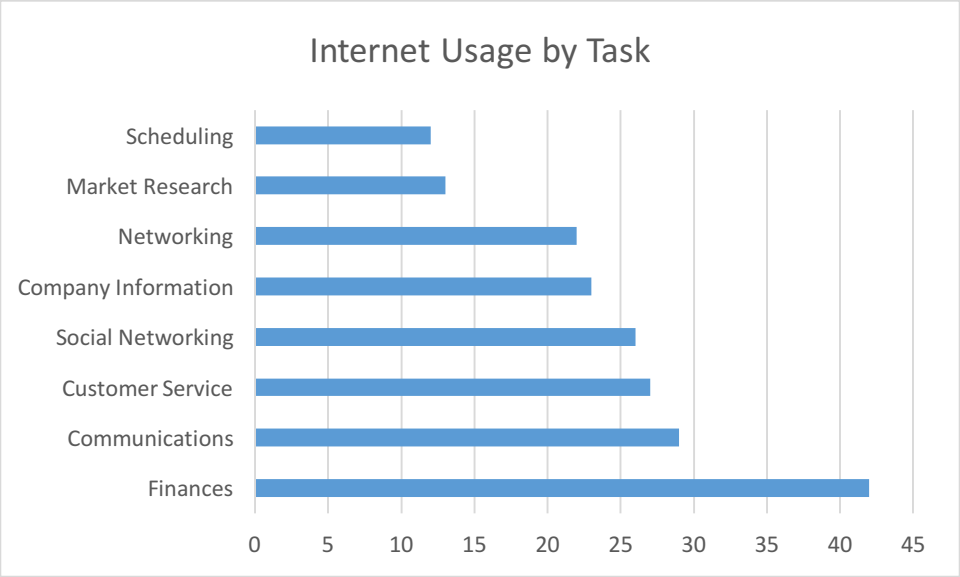


Of the surveyed businesses, 88% of employees receive their training from peers “on the job”, 12% from a vocational schools or programs, 1% from a local college and 1% holds a requirement of advanced and/or college degrees for the majority of their employees.

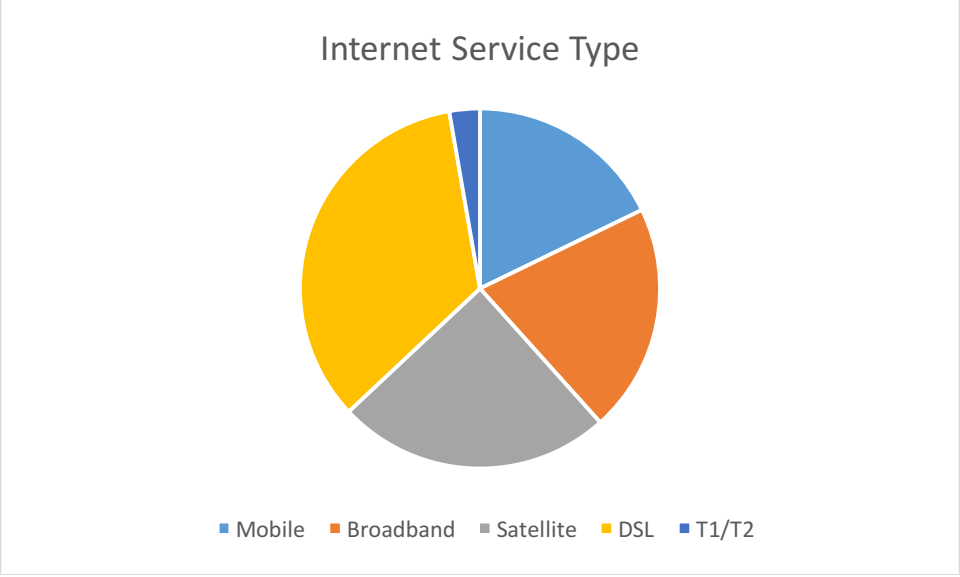
6% of employers mentioned difficulties achieving productivity from their workforce. The most significant is the ability to recruit and retain local employees. Several business owners were worried about their ability to maintain competitive wages and dealing with challenges in the work ethic and lack of personal drive of employees.

9% of employers expect to have a decrease in employees within the next two years. Several business owners 87% mentioned that they do not plan to have a reduced workforce. One business is expecting to grow. Many small businesses referred to challenges with wage and benefit compliance.

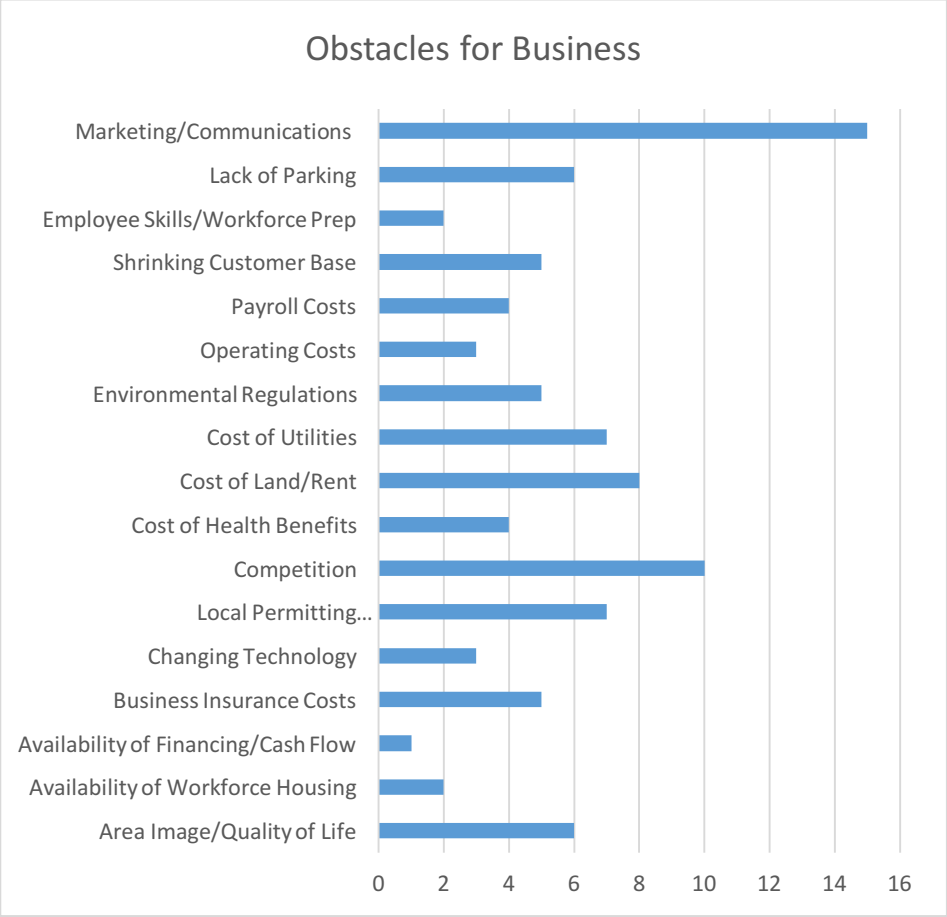
Internet



59% of businesses indicated that internet access is vital to their business and it utilized by the majority of businesses for managing banking and finances followed by communications (email & calendaring), customer service, networking/social networking and business promotion/information. 21% of survey respondents indicated that they don't utilize the internet- all of which are small, Latino-owned businesses the majority of which are owned and/or managed by monolingual Spanish speakers.



Internet access continues to be a challenge for local businesses as they indicated a desire for general access to high speed internet in addition to higher connection speeds, reliability and affordability though 86% of respondents indicated neutral or higher satisfaction with their current service- a weighted average of 3.5 on a scale of 1 to 5 from highly dissatisfied to highly satisfied.

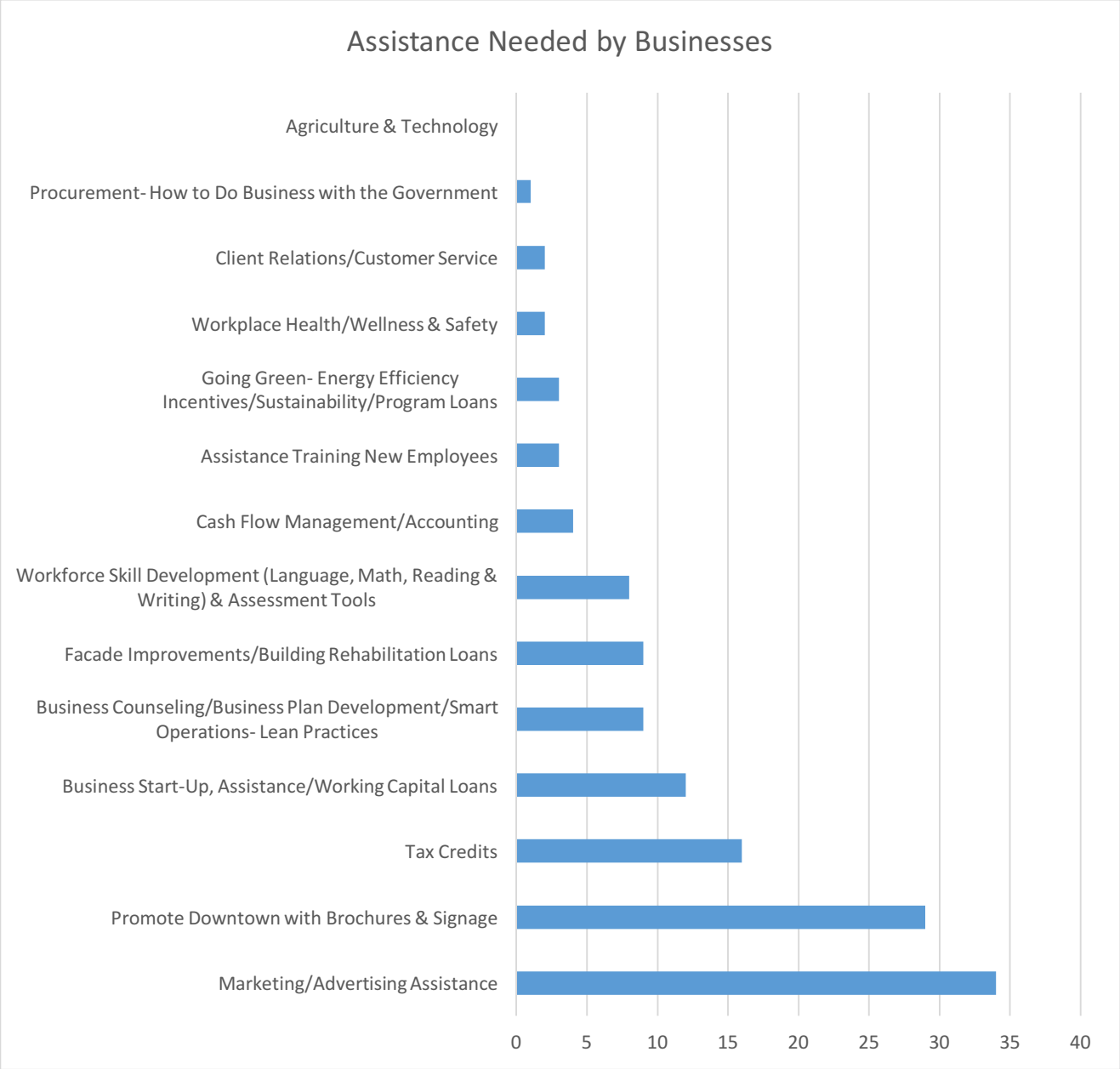


The chart above represents issues that local business owners are struggling with. Their top concern is marketing/communications- confusion with local (City of Hollister and County) sign ordinances, lack of skills or access to effective marketing and advertising programs. Other high ranking obstacles include out of area and online competition, costs of rent and utilities, difficulties in navigating local permit and license requirements and area image/quality of life which is drawing customers and employees to other neighboring communities.

Concerns Expressed by Business Owners

Business owners in San Benito had many other concerns they are listed below:

Challenges of sustaining business after start up	Crime, homeless, lack of patrols in SJB
Surmounting business cycles, seasonality	Lack of collaboration- think local first
Dissatisfaction with Chamber of Commerce ROI- lack of support, especially without email	Lack of basic workforce skills being taught in local schools
Lack of knowledge of SBDC services available	Access to public restrooms, sufficient parking
Confusion of fees/roles of City, County, Chamber	Local events are not beneficial to business, too many nonprofits seeking donations



An overwhelming majority of businesses are seeking assistance with marketing in the form of advertising and promotion. Owners would like a comprehensive marketing strategy to promote the area and sub-regions including downtown Hollister and San Juan Bautista with a focus first on residents, local businesses and employees then visitors. Many owners mentioned Salinas and Gilroy as examples of how to revitalize a downtown. Owners interested in loans, mentioned difficulties they had dealing with large lenders and lack of knowledge of local small business loan programs, especially for small, Latino businesses with Spanish speaking owner/managers. The major need for money was cash flow, equipment, facility and façade improvements.

Businesses in San Juan Bautista said they lacked exposure and are not supportive of the County nor the County Chamber of Commerce. Businesses believe drivers have no idea that San Juan Bautista has many great restaurants and retailers. Owners suggested new and improved signage. Owners were worried about losing the San Juan Bautista ‘’charm” many buildings are in great need of repairs, but it is expensive to repair the buildings, to maintain the historic characteristics and lack of desire by building owners to invest.

Suggestions from Businesses

Below are some other business needs that owners suggested:

Letting the towns grow with an emphasis on supporting existing local businesses	Lack of business and general community collaboration and communication
Spotlighting local businesses, owners in media and social media	Increasing business hours to adapt to commuters
Reversing the communication on regulations- how to comply, best practices rather than what not to do	Surveying commuters on wants/needs/routines- leverage bedroom community opportunities
Business plan development and support- small Latino businesses want support from Latinos	Support from City/County staff- more communications, visibility
Simplify job posting opportunities	Improve service access for small businesses
Road and parking improvements	Develop and drive a collective vision

"Ask the Experts" Business Resource Event

The San Benito County Workforce Development Board invited local business owners, managers and prospects to a complimentary, comprehensive business resource event hosted Wednesday, June 15 from 7:30-10 a.m. at Paine's Restaurant, 421 East St. in downtown Hollister. The "Ask the Experts" resource event provided information on a diverse array of resources available to businesses. Information resource tables with more than 20 business resource experts were hosted during the event. A brief introduction program began at 8:15 a.m. which provided the opportunity for participating support organizations to provide an overview of their organization and services provided to local businesses. A complimentary, continental breakfast was served. Registration for the event was available online at www.businessinsanbenito.com, via email, telephone and website link distributed widely.

The event drew dozens of business owners and managers and non-profit organizations from throughout the county and more than 25 business resource experts from throughout the state. With an overall goal of sustaining and growing existing businesses, the complementary event provided the avenue for attendees to network, share tools, tips, best practices and programs to help local businesses and organizations thrive- free and low-cost services from employee training and assessment, loan programs, business management, innovation and planning to water, waste and energy reduction.

Local business resource experts and event participants included:

1. California Workforce Development Board- Supporting the emergence of effective statewide and regionally driven sector initiatives in policy development, supporting the workforce system, assessing performance and reporting.
2. California Employment Training Panel (ETP)- Providing employers funding for job skills training for frontline, incumbent workers in companies challenged by out-of-state competition
3. America's Job Center- Easy, one-stop access to the state's employment-related services, helping employers find qualified workers and job seekers find good jobs- posting job openings and recruiting candidates. Job seekers can get assistance in assessing skills, finding job opportunities and training, prepping a résumé, and much more.
4. Employment Development Department (EDD)- Supporting and connecting local communities with state programs involving unemployment insurance, disability insurance, payroll tax collection, and job training/workforce services
5. Workforce Development Board of San Benito County- Providing employees, training programs and hiring incentives to area employers.
6. CSUMB Small Business Development Corporation (SBDC)- Providing entrepreneurs and small businesses with high quality education, consulting, support for innovation and tools necessary to build successful, sustainable businesses
7. El Pajaro Community Development Corporation- Promoting the development of micro-businesses by helping low-income minority entrepreneurs with instruction, bilingual/bicultural business training, business incubation, professional consulting and coaching.
8. Gavilan College- Community Education, Contract Training & Business Resources- Business and career training courses (business, management, accounting, IT & software development and more) on campus and online
9. AMBAG Energy Watch- Providing energy assessments and audits, equipment installation, efficiency programs, services & financing, PG&E programs & services.
10. Recology San Benito County- Commercial waste reduction and recycling programs

11. Water Resources Association of San Benito County- Water conservation tips, resources, rebates & programs
12. San Benito County Integrated Waste Department- Waste disposal, diversion, hazardous waste & landfill management
13. Monterey Bay Green Business Program- Providing promotion, incentive and assistance programs to businesses to help conserve energy & water, minimize waste, prevent pollution and shrink their carbon footprint
14. City of Hollister Finance & Business License Department- Doing business in the city? Opening a new business? Thinking about starting a business from your home? Want to know what you might need? Contact them today!
15. Monterey Bay Procurement Technical Assistance Center (PTAC)- Providing counseling and education for businesses to help procure, compete, and win government contracts free & easily
16. California Coastal Rural Development Corporation- Servicing the financial needs of small businesses and farmers, providing direct loans and loan guarantees.
17. Fresno Community Development Financial Institution- Providing small business loan funds to grow businesses and jobs in underserved communities.
18. Monterey Bay International Trade Association- Providing trade promotion services to the California, U.S. and foreign country business communities.
19. Hollister Downtown Association- Working hard to create a vital downtown district through beautification programs and community events, ensuring that Downtown Hollister becomes an economic, cultural, educational, governmental, and social center that respects that past, present and future through its blending of people, places, and possibilities.
20. San Benito County Chamber of Commerce & Visitors Bureau- Promoting local businesses and our community, benefits and resources to support member businesses for a strong community and regional economy, civic, cultural and educational climate.
21. Hispanic Chamber of Commerce, Central Coast- Promoting and supporting the success of Hispanic businesses on the Central Coast.
22. Economic Development Corporation of San Benito County- Supporting business growth and investment and strengthening the local economy in San Benito County.
23. San Benito County Business Council- Promoting policies and practices that provide outstanding pro-business legislative and local policy; facilitating intergovernmental cooperation, collaboration & consolidation; supporting, expanding and enhancing the local job base; and promoting community wellness & sustainability.
24. San Juan Committee- Promoting economic vitality while maintaining the charm and history of San Juan Bautista.

Feedback from Event Participants

Event participants were surveyed informally following the event both during the event and post via telephone and email. The feedback was extremely favorable. Recommendations for future events included timing the event to avoid high-activity times during the year such as this year's event which was hosted when many schools were hosting graduations, letting out for the summer. Additional time for advanced planning would have also afforded the benefit of the opportunity to plan and deliver additional advertising in the form of television, radio, direct mail, placed advertising and cross promoting with local business associations. Participating organizations greatly appreciated the ability to network, identify collaborative and referral opportunities and eliminate duplication in a few instances. Representatives from the California Workforce Development Board stated that they'd like to use the event as a model for others throughout the state.

RAPID RESPONSE & LAY-OFF AVERSION ACTIVITIES

During the course of conducting the survey, 8 businesses were identified as at risk for employee reduction and/or closure and additional 10 businesses were identified via referrals. All other businesses have been referred to the local business services agencies for support.

- Two referred businesses were unresponsive to calls and emails with offers to engage services.
- Two businesses were unfortunately identified on the verge of closure and have suspended operations in San Benito county (one in Hollister and one in San Juan Bautista).
- Two businesses were serviced by County staff and programs including the America's Job Center- one for closure and one for layoffs.
- One major employer is in the process of negotiations on fee and permit programs and is anticipated to double their operations in the next two years resulting in 90+ new jobs. This business is being actively solicited by other Bay Area communities that are offering incentives in the form of tenant improvements, loan programs, tax incentives and more.
    - This business was retained by engaging local elected officials, staff, Farmhouse Communications and the leadership of the Economic Development Corporation of San Benito County and the San Benito County Business Council
- Several other businesses are receiving support:
    - From the Hispanic Chamber of Commerce-Central Coast for tax, legal and marketing support- especially for compliance with local sign ordinances and web marketing
    - From the Grow San Benito Fund for revolving loans to expand operations
    - From the Monterey Bay Area Green Business Program via San Benito County to earn green business certification and affiliated marketing support
    - From local business mentors to assist with navigating permitting from the County Health Department

CONCLUSION
Recommendations

Marketing, Outreach and Engagement
Survey results and comments from business owners and managers indicate that they desire support for marketing their businesses. Information regarding services, workshops and local vendors are not reaching them. This can largely be attributed to dated and incorrect contact information, lack of resources for promotion of services via direct mail, ineffective email communications programs, lack of penetration by local traditional email, lack of bilingual and bicultural business support programs and lack of direct engagement by local service agencies and business associations.

Moving forward, it is recommended that lead agencies be identified and tasked with coordinating local business support programs, that a dynamic, multi-faceted strategic engagement plan be developed and implemented with accountability measures to effectively evaluate performance. Performance may be evaluated on an annual basis by updating the "Ask the Experts" survey and conducting follow up inquiries with businesses that requested support as well as with agencies that may have been referred.

Collaboration
Collaboration with in the public, non-profit and educational sectors are necessary to optimize impact of Rapid Response Layoff Aversion and business support programs. In order to better coordinate and ensure more effective service, a service audit should be performed and summary posted and communicated to all audiences. In the event that a response opportunity is identified, a "Red Team" is alerted including County AJC and Rapid Response Staff in addition to the program consultant and affiliated business services agencies across all sectors as applicable to conduct an immediate assessment and employ services and programs as needed.

Finance Management & Loan Programs
Many businesses can benefit from loan programs and to receive administrative support for record keeping, bookkeeping, tax filing and compliance. Support has already been assembled and delivered to several local, small Latino businesses in a collaborative effort of the Hispanic Chamber of Commerce and Farmhouse Communications in hosting a workshop the morning of August 5th with speakers ranging from Assemblymember Luis Alejo to the Board of Equalization and the Governor's Office of Business and Economic Development.

Workforce and Employer Training
In order to attract large firms to operate in the available commercial buildings, San Benito County has to demonstrate that there are enough residents with the required skills. The America's Job Center in Hollister has several programs available, but very few business owners are aware they exist. Business owners could also benefit from training, the suggested topics include; marketing, cash flow management, employee retention/training, management. Employer training is harder to implement and in order to be successful requires collaboration from the various resources available.

Next Steps
San Benito County has many challenges and obstacles for all businesses, many that can be surmounted with improved communications and collaboration to connect businesses with services and their customers. A year-round, consistent Rapid Response Layoff Aversion Program and engaged support team will improve the quality and quantity of service delivery and pay major dividends to the County in the form of jobs, income and improved environment to help sustain and attract investment.

San Benito County
Workforce Development Board
Rapid Response Layoff Aversion Program:

2016 Program Summary

APPENDIX A: SURVEYS

San Benito County "At Your Service"
Business Owner Survey 2016-2017

THANK YOU in advance for completing this survey. Your participation will assist the San Benito County Workforce Development Board in improving access to resources and programs for local businesses, to identify immediate solutions to help you and your business as well as to improve and enhance services.

Please contact Kristina at 8315240408 or Kristina@FarmhouseCommunications.com with any questions and if you would prefer an in-person, on-site interview.
*Required Question(s)

*1. Please enter the information indicated below.

By entering my personal information, I consent to receive email communications from the survey author's organization based on the information collected.
First Name: _____

Last Name: _____

Job Title: _____

Company Name: _____

Work Phone: _____

Email Address: _____

Address 1: _____

Address 2: _____

City: _____

State/Province
(US/Canada): _____

Postal Code: _____

*2. How many years have you been in business in San Benito county? _____

*3. Was the company founded in San Benito county?
__ Yes
__ No
Where? _____

4. In what year was your company founded? _____

*5. Type of Business
__ Service
__ Manufacturing
__ Distribution
Other: _____

6. North American Industry Classification System (NAICS) Code (if applicable): _____

*7. Do you expect sales increases in the next two years? If yes, please comment on your expected growth by percentage. If yes, what factors are contributing to your growth?
__ No
__ Yes Please indicate expected growth percentage: _____

8. Do you own or lease?
__ Own
__ Lease

9. What is the size of your business in square feet? _____

10. Do you expect to expand your current location in the next 2 years? If so, how much?
__ Yes How much? _____
__ No

11. Do you expect to downsize your current location in the next 2 years? If so, how much square footage to you think you require?
__ Yes
__ No Square footage required: _____

12. Do you expect to expand your service or product lines in the next 2 years?
__ Yes
__ No
Comment: _____

13. Do you conduct foreign trade activities?
__ Yes
__ No
Comment: _____

*14. How would you rate the current health of your business?
__ Mature
__ Rapidly Declining
__ Moderately Declining
__ Stable
__ Moderately Expanding
__ Rapidly Expanding
Comment: _____

*15. Total number of full-time employees: _____

*16. Total number of part-time employees: _____

17. Wage per hour of management employees: _____

18. Wage per hour of administrative employees: _____

19. Wage per hour of front line/plant/floor employees: _____

20. How are employees trained?
__ On the job/peer
__ Local college
__ Vocational
__ State or local programs
Other: _____

*21. Are you experiencing difficulties in achieving productivity from your workforce? If yes, choose the obstacles that your company currently faces.
__ No
__ Yes
__ Recruiting Locally
__ Maintaining Employees
__ Ongoing Training
__ Skill Sets & Education
__ Competitive Wage
__ Tools & Technology
__ Assessing Employees or Advancement
__ Providing Health Benefits & Incentives
__ Access to Affordable Housing
Comment: _____

22. Do you expect decreased workforce in the next 2 years? If yes, what is your expected number of layoffs?
__ No
__ Yes Number of expected layoffs: _____

23. Is access to the internet vital to your business?
__ No
__ Yes

24. If the internet is vital to your business, how is it utilized? Please comment on the type of web-based programs and software that are most useful to your business.
__ Customer Service
__ Finances
__ Networking
__ Company Information
__ Internet Communication
__ Market Research
__ Scheduling
__ Social Networking
Other: _____
Comment: _____

25. What type of internet services do you use?
__ Dial Up
__ Mobile
__ Broadband
__ Satellite
__ DSL
__ T1/T2 Line
Other:_____

26. How would you rate your internet access and speed?
__ Highly Dissatisfied
__ Moderately Dissatisfied
__ Neutral
__ Moderately Satisfied
__ Highly Satisfied
Comment: _____

*27. What obstacles are facing your business activity?
__ Access to Supplies and Vendors
__ Area Image/Quality of Life
__ Availability of Workforce Housing
__ Availability of Financing/Cash Flow
__ Business Insurance Costs
__ Changing Technology
__ City/County/State Permitting Processes/Fees
__ Competition from Out-of-Area Businesses
__ Cost of Health Benefits for Employees
__ Cost of Land or Rent
__ Cost of Utilities
__ Environmental Rules/Regulations
__ General Operating Costs
__ Payroll Costs
__ Shipping/Distribution
__ Shrinking Customer Base
__ Skill Level/Workforce Preparation
__ Lack of Parking for Customers
Other: _____
Comment: _____

*28. What type of assistance would you want or need to increase the success of your business?
__ Facade Improvements/Building Rehabilitation Loans
__ Going Green- Energy Efficiency Incentives/Sustainability/Program Loans
__ Business Start-Up, Assistance/Working Capital Loans
__ Marketing/Advertising Assistance
__ Cash Flow Management/Accounting
__ Workforce Skill Development (Language, Math, Reading & Writing) & Assessment Tools
__ Workplace Health/Wellness & Safety
__ Client Relations/Customer Service
__ Business Counseling/Business Plan Development/Smart Operations- Lean Practices
__ Assistance Training New Employees
__ Procurement- How to Do Business with the Government
__ Tax Credits
__ Agriculture & Technology
__ Promote Downtown with Brochures & Signage
Other : _____
Comment: _____

*29. What are the strengths, weaknesses, opportunities and threats to and for sustaining and growing business in San Benito County?
* Strengths are a region's relative competitive advantages (e.g., industry supply chains and clusters, extensive port, rail, and broadband assets, specialized workforce skills, higher education levels, collaboration among stakeholders) and often are internal in nature;
* Weaknesses are a region's relative competitive disadvantages (e.g., a risk-averse or change-resistant regional culture), also often internal in nature;
* Opportunities are chances or occasions for regional improvement or progress (e.g., expansion of a biosciences research lab in the region), often external in nature; and
* Threats are chances or occasions for negative impacts on the region or regional decline (e.g., several companies in the region considering moving to lower-cost areas of the state), also often are external in nature.

30. How can we improve this survey? Please tell us what questions you wish you would have been asked and anything you think you may need to help sustain and grow your business in San Benito county!

31. Would you like to be entered into a drawing to receive up to 5-hours of complimentary business promotion/communications/PR/marketing support?
__ Yes
__ No, Thank you.

Encuesta "A su servicio" 2016-2017 para propietarios de empresa del Condado

Le AGRADECEMOS con anticipación por completar esta encuesta. Su participación ayudará a la Junta de Desarrollo de la Fuerza de Trabajo de la Agencia de Salud y Servicios Humanos del Condado de San Benito (San Benito County Health & Human Services Agency Workforce Development Board) para mejorar el acceso a los recursos y programas para empresas locales, identificar soluciones para ayudarle a usted y ayudar a su negocio, así como mejorar y optimizar los servicios que proporciona el Condado de San Benito.

Por favor comuníquese con Kristina llamando al 8315240408 o a Kristina@FarmhouseCommunications.com para hacer preguntas, y si prefiere una entrevista en persona y en el lugar.
*Required Question(s)

*1. Por favor inserte la información que se indica abajo.

Al ingresar mi información personal, doy mi consentimiento para recibir comunicaciones de correo electrónico de la organización del autor de la encuesta basadas en la información recolectada.

Nombre: _____

Apellido: _____

Título en el empleo: _____

Nombre de la compañía: _____

Teléfono del trabajo: _____

Dirección de correo electrónico: _____

Dirección 1: _____

Dirección 2: _____

Ciudad: _____

Estado / provincia
(EE.UU./Canadá): _____

Código postal: _____

*2. ¿Cuántos años hace que está haciendo negocios en el condado de San Benito? _____

*3. ¿La compañía fue fundada en el condado de San Benito? De no ser así, por favor indique el lugar en la casilla para comentarios.
__ Sí
__ No
Comment:

4. ¿En qué año se fundó su compañía? _____

*5. Tipo de empresa / negocio
__ Servicios
__ Fabricación
__ Distribución
Other:

6. North American Industry Classification System (NAICS) Code (de ser aplicable) _____

*7. ¿Estima que habrá un aumento de ventas en los próximos dos años? De ser así, por favor indique su porcentaje de crecimiento esperado. De ser así, ¿qué factores están contribuyendo a su crecimiento?
__ No
__ Sí (indique abajo su porcentaje de crecimiento esperado)
Comment:

8. ¿Es propietario o alquila?
__ Propietario
__ Alquilo

9. ¿Cuál es el tamaño de su empresa en pies cuadrados? _____

10. ¿Piensa expandir su local actual en los próximos 2 años? De ser así, ¿cuánto?
__ Sí
__ No
Comment:

11. ¿Piensa reducir el tamaño de su local actual en los próximos 2 años? De ser así, ¿cuántos pies cuadrados piensa que necesitará?
__ Sí
__ No
Comment:

12. ¿Piensa expandir sus líneas de servicios o productos en los próximos dos años?
__ Sí
__ No
Comment:

13. ¿Realiza actividades de comercio exterior?
__ Sí
__ No
Comment:

*14. ¿Cómo describiría la salud actual de su empresa / negocio?
__ Madura
__ Decreciendo rápidamente
__ Decreciendo moderadamente
__ Estable
__ Expandiéndose moderadamente
__ Expandiéndose rápidamente
Comment:

*15. Cantidad total de empleados de tiempo completo: _____

*16. Cantidad total de empleados de tiempo parcial: _____

17. Salario por hora de los empleados de gerencia: _____

18. Salario por hora de los empleados administrativos: _____

19. Salario por hora de los empleados que interactúan con el cliente / de planta: _____

20. ¿Cómo se entrena a los empleados?
__ En el trabajo / por medio de compañeros de trabajo
__ Escuela terciaria local
__ Escuela vocacional
__ Programas estatales o locales
Other: _____

*21. ¿Está teniendo dificultades para lograr la productividad de su plantel de trabajadores? De ser así, elija los obstáculos que enfrenta su compañía.
__ No
__ Sí
__ Reclutamiento local
__ Mantenimiento de los empleados
__ Capacitación constante
__ Conjuntos de capacidades y educación
__ Salarios competitivos
__ Herramientas y tecnología
__ Evaluación de los empleados o ascensos
__ Provisión de beneficios de salud e incentivos
__ Acceso a vivienda asequible
__ Other: _____
Comment:

22. ¿Piensa que disminuirá la cantidad de empleados en los próximos 2 años? De ser así, ¿cuántos despidos cree que habrá?
__ No
__ Sí
Comment:

23. ¿El acceso a internet es vital para su empresa?
__ No
__ Sí

24. Si el internet es vital para su empresa, ¿cómo lo utilizan? Por favor comente sobre el tipo de programas basados en la web y software que son más útiles para su empresa.
__ Atención al cliente
__ Finanzas
__ Creación de redes
__ Información de la compañía
__ Comunicación por internet
__ Investigación de mercado
__ Creación de redes sociales
__ Redes Sociales
__ Other: _____
Comment:

25. ¿Qué tipo de servicios de interés utiliza?
__ Dial Up
__ Móviles
__ Banda ancha
__ Satélite

__ DSL
__ Línea T1/T2
__ Other: _____

26. ¿Qué calificación le daría a su acceso y velocidad de internet?
__ Muy insatisfecho
__ Moderadamente insatisfecho
__ Neutral
__ Moderadamente satisfecho
__ Muy satisfecho
Comment:

*27. ¿Qué obstáculos enfrenta su actividad comercial?
__ Acceso a suministros y vendedores
__ Imagen en el área / Calidad de vida
__ Disponibilidad de vivienda para el plantel de trabajadores
__ Disponibilidad de financiamiento / flujo de caja
__ Costos de seguro comercial
__ Tecnología cambiante
__ Procesos de emisión de permisos / tasas que cobra la ciudad /el condado / el estado
__ Competencia de empresas ubicadas fuera del área
__ Costo de los beneficios de salud para los empleados
__ Costo del terreno o del alquiler
__ Costo de servicios públicos
__ Reglamentos / regulaciones medioambientales
__ Costos generales de operación
__ Costos de la nómina de pago
__ Transporte / distribución
__ Base de clientes decreciente
__ Nivel de capacidad / preparación del plantel de trabajadores
__ Falta de estacionamiento para los clientes
__ Other: _____
Comment:

*28. ¿Qué tipo de asistencia desearía o necesitaría para aumentar el éxito de su empresa?
__ Préstamos para mejorar la fachada / rehabilitar el edificio
__ Incentivos ecológicos - para el uso más eficiente de la energía / préstamos de programas relacionados con la sustentabilidad
__ Préstamos de capital de asistencia o de trabajo / para nuevas empresas
__ Asistencia de mercadotecnia / publicidad
__ Administración / contabilidad del flujo de caja
__ Desarrollo de capacidades del plantel de trabajadores (idioma, matemática, lectura y escritura) y herramientas de evaluación
__ Salud / bienestar y seguridad en el lugar de trabajo
__ Relaciones con el cliente / atención al cliente
__ Asesoramiento comercial / desarrollo de planes de negocio / operaciones inteligentes - métodos para aumentar la eficiencia productiva
__ Asistencia para capacitar a nuevos empleados
__ Obtención de contratos: Cómo hacer negocios con el gobierno
__ Créditos fiscales
__ Agricultura y tecnología
__ Promocionar la zona céntrica con folletos y carteles
__ Other: _____
Comment:

*29. ¿Cuáles son los puntos fuertes, los débiles, las oportunidades y las amenazas para mantener y hacer crecer una empresa en el condado de San Benito?
* Los puntos fuertes son las ventajas competitivas relativas de una región (p. ej., cadenas y grupos de suministro industrial, puerto grande, ferrocarril y activos de banda ancha, capacidades especiales del plantel de trabajadores, niveles de educación más elevados, colaboración entre las partes interesadas) y con frecuencia son de naturaleza interna;
* Los puntos débiles son las desventajas competitivas relativas de una región (p. ej. cultura regional opuesta al riesgo o resistente al cambio), y también suelen ser de naturaleza interna;
* Las oportunidades son las probabilidades u ocasiones para la mejora o el progreso regional (p. ej., expansión de un laboratorio de ciencias biológicas en la región), y suelen ser de naturaleza externa; y
* Las amenazas son probabilidades u ocasiones para sufrir efectos negativos en la región o deterioro regional (p. ej., varias empresas de la región están considerando mudarse a áreas de costos más bajos en el estado), y también suelen ser de naturaleza externa.

30. ¿Cómo podemos mejorar esta encuesta? ¡Por favor díganos qué preguntas le hubiese gustado ver en la encuesta y cualquier otra cosa que usted crea que pueda necesitar para ayudar a mantener y hacer crecer su negocio o empresa en el condado de San Benito!

31. ¿Le gustaría que lo incluyéramos en un sorteo para recibir hasta 5 horas de promoción empresarial / comunicaciones / relaciones públicas / apoyo de mercadotecnia?
__ Sí
__ No, gracias.

San Benito County
Workforce Development Board
Rapid Response Layoff Aversion Program:

2016 Program Summary

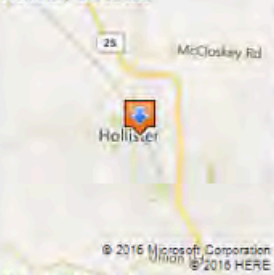
APPENDIX B: PROGRAM PROMOTION & MEDIA COVERAGE

"Ask the Experts" Business Resource Event Email Invitation

"Ask the Experts" Business Resource Event

When
Wednesday June 15, 2016 from 7:30 AM to 10:00 AM PDT
Add to Calendar

Where
Paines Restaurant event hall (entrance off Sally)
421 East Street
Parking behind the building off Sally St.
Hollister, CA 95023



Driving Directions

Participating Business Resource Agencies include:
California Employment Training Panel (ETP)
America's Jobs Center
Employment Development Department (EDD)
Workforce Development Board of San Benito County
CSUMB Small Business Development Corporation (SBDC)
Gavilan College- Community Education, Contract Training & Business Resources
AMBAG Energy Watch
Recology San Benito County
Water Resources Association of San Benito County
San Benito County Integrated Waste Department
Monterey Bay Green Business Program
Monterey Bay Procurement Technical Assistance Center (PTAC)
Fresno Community Development Financial Institution
Monterey Bay International Trade Association
Hollister Downtown Association
San Benito County Chamber of Commerce & Visitors Bureau
Economic Development Corporation of San Benito County
San Benito County Business Council
& MORE!

Good afternoon!

Boost your business by attending our FREE 'Ask the Experts' Business Resource Event 7:30AM-10AM Wednesday, June 15 at Paines Restaurant in downtown Hollister.

The San Benito County Workforce Development Board (WDB) is working to improve access to resources and programs available to the business communities located in San Benito county and its primary cities of Hollister and San Juan Bautista, and to identify businesses that may be at risk and in need of immediate solutions, in order to retain them within San Benito County. To accomplish this task, the WDB is conducting a business outreach and engagement program to help sustain and grow businesses in San Benito county.

The "Ask the Experts" resource event will connect you with a diverse array of resources available to businesses. Information resource tables with business resource experts will be open from 7:30AM-10AM. A brief introduction program will begin at 8AM. Light refreshments will be served.

Click on the link below to see the list of participating business resource agencies & to register.

Get more information

Register Now!

I can't make it

All businesses in San Benito County are also encouraged to participate in an **"At Your Service" Survey** to assist in improving access to resources and programs for local businesses, to identify immediate solutions to help business owners and managers as well as to improve and enhance services. Surveys are available in English & Spanish and may be accessed online via www.businessinsanbenito.com or conducted on site by contacting Kristina at 8315240408 or kristina@businessinsanbenito.com. ***Businesses who complete surveys are placed in a drawing to be eligible to receive 5 hours of complimentary marketing and public relations consulting services!***

Please see www.businessinsanbenito.com and contact us with any questions and for further information.

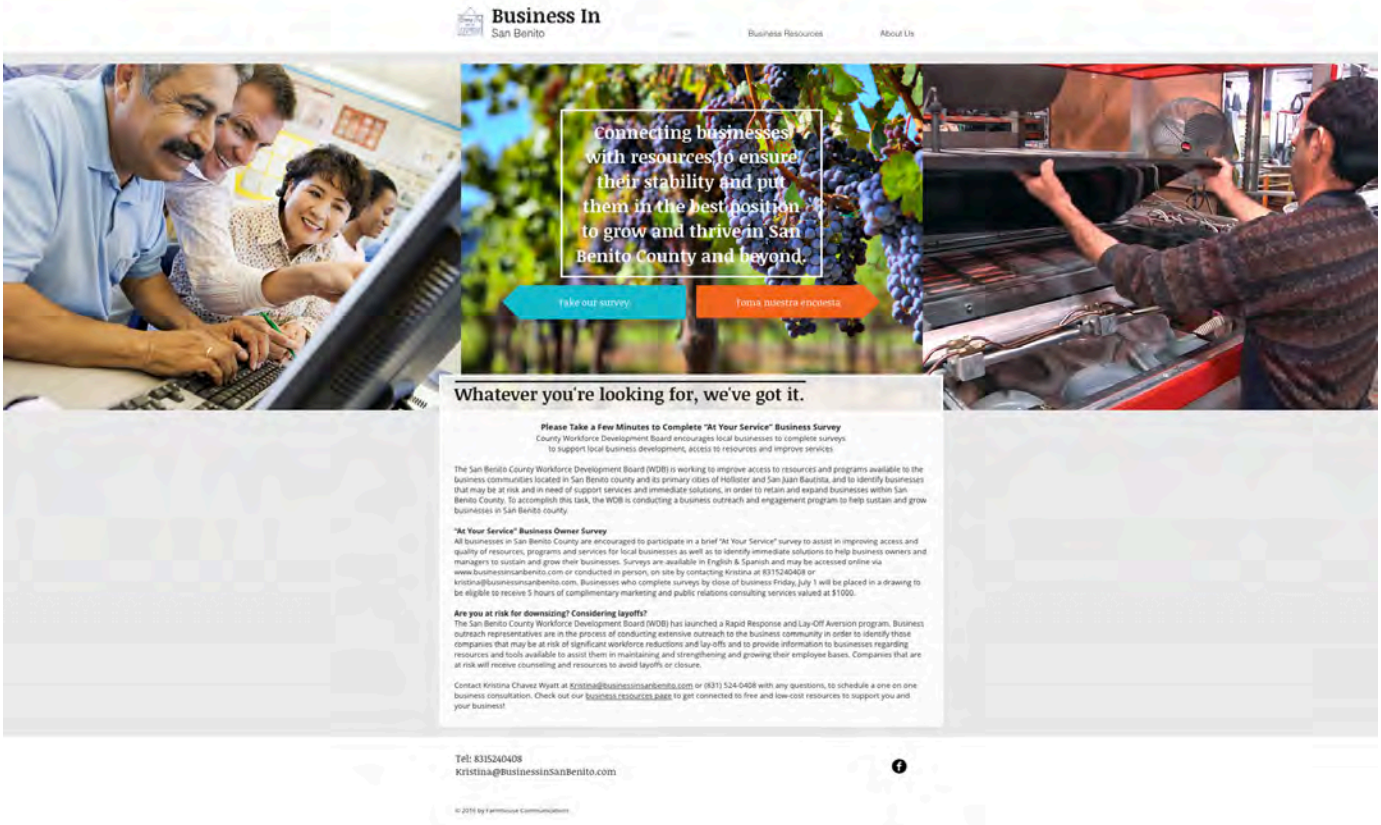
Thank you for doing business in Sam Benito county, for your attention and response. We look forward to seeing you June 15!

Sincerely,

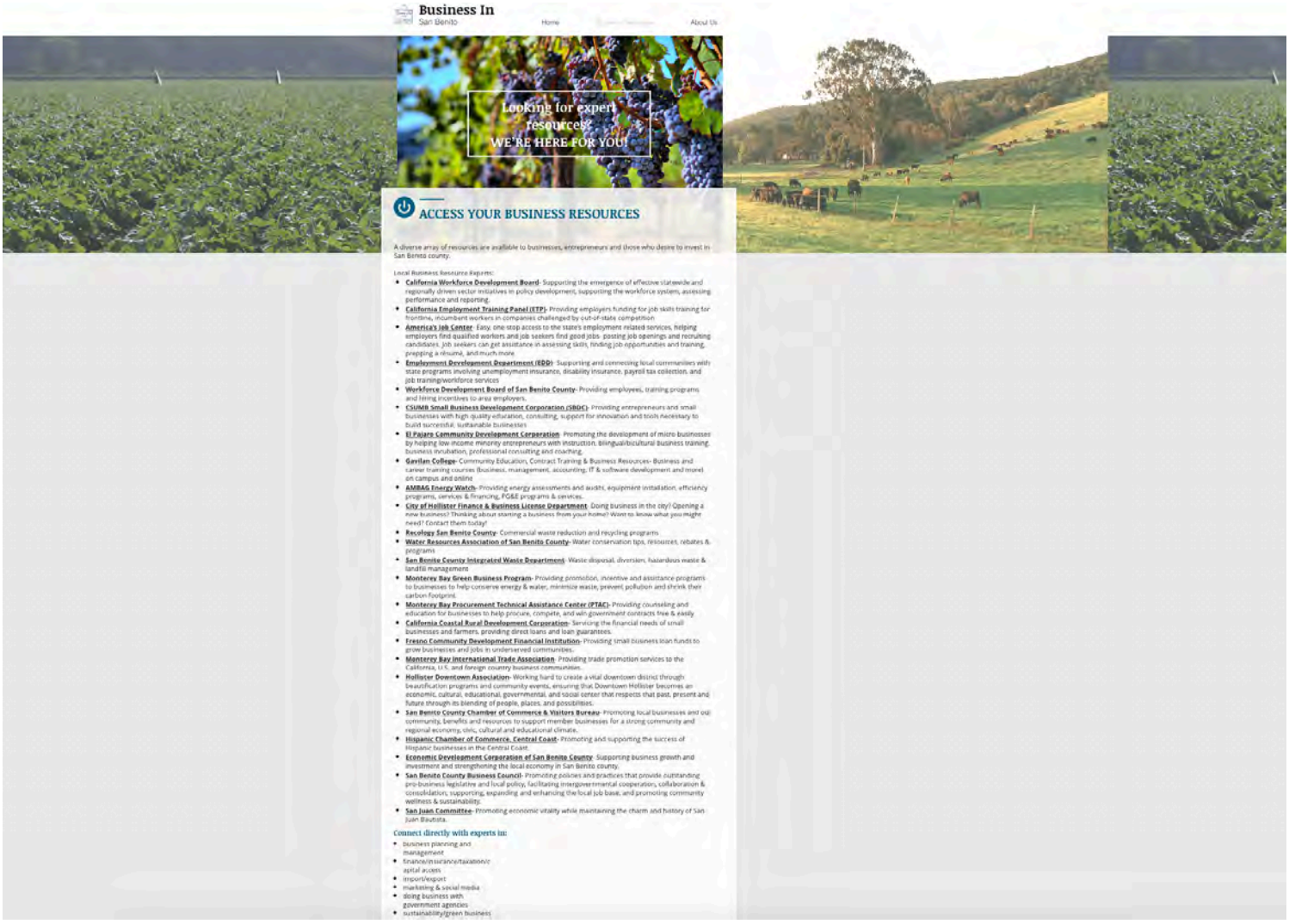
Kristina Chavez Wyatt
Farmhouse Communications OBO San Benito County Workforce Development Board
kristina@businessinsanbenito.com
8315240408

BusinessinSanBenito.com

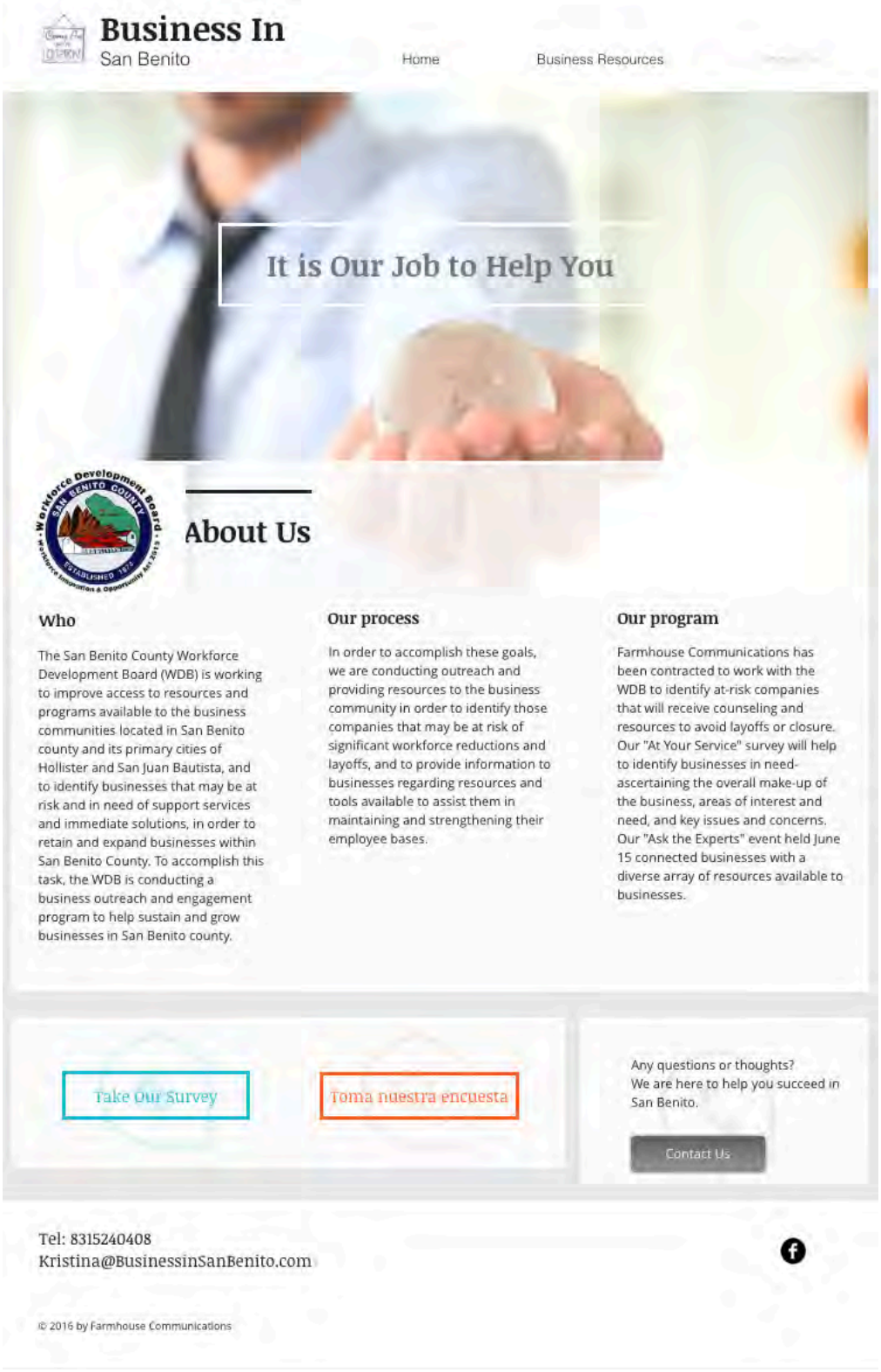
Home Page



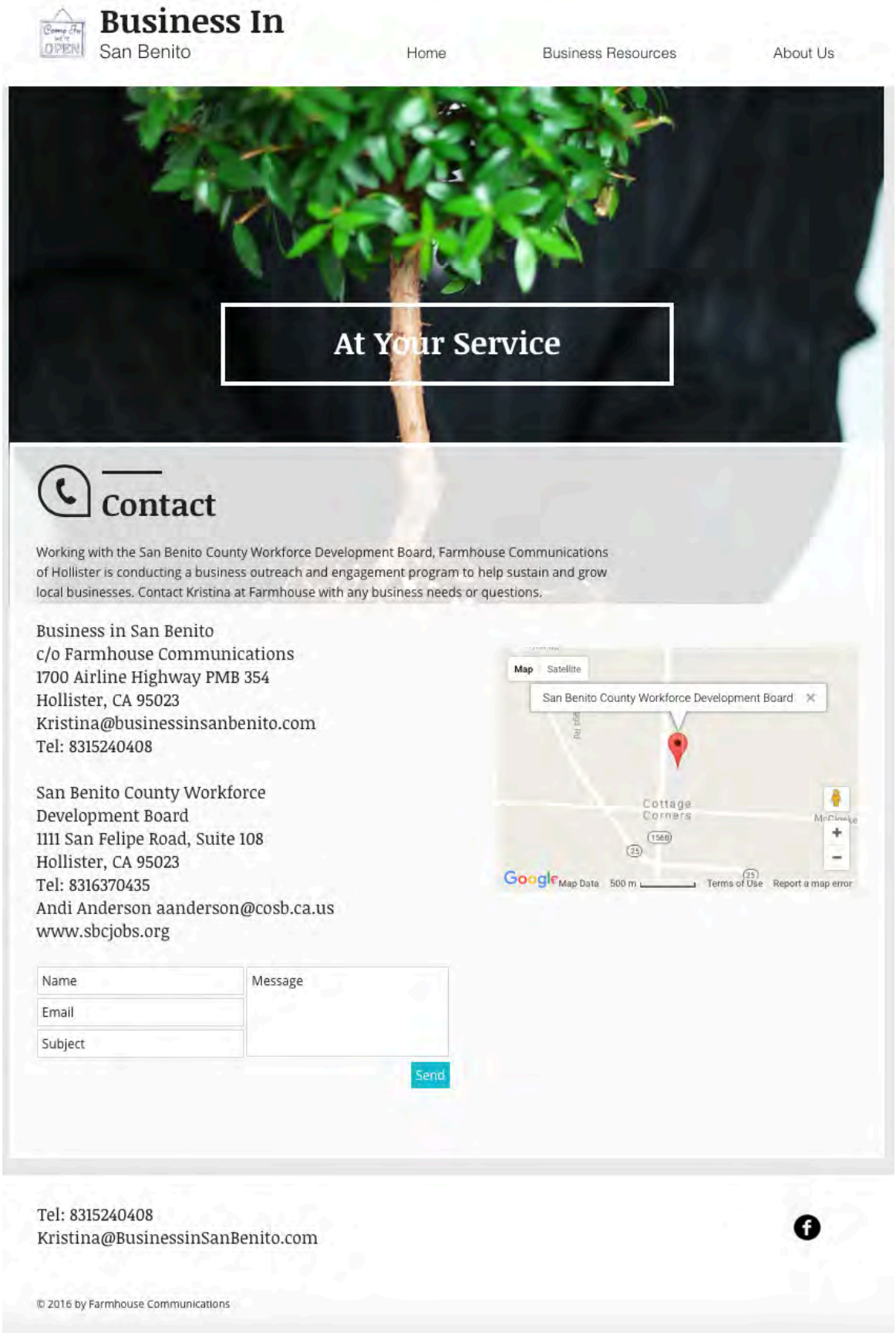
BusinessInSanBenito.com/business-resources



BusinessInSanBenito.com/about-us



BusinessinSanBenito.com/contact



DOWNSIZING?
CONSIDERING LAYOFFS?
NEED SUPPORT FOR YOUR BUSINESS?

San Benito County
Workforce Development Board
are launching a
Business Resource,
Rapid Response and
Lay-Off Aversion Program

Business Owners/Managers
Take Our Survey

Help us improve access to
resources and programs
BUSINESSINSANBENITO.COM
(Spanish version available)
or schedule an on-site interview
Contact Kristina at (831) 524-0408 or
kristina@businessinsanbenito.com

Ask the Experts

FREE Business Resource Event

June 15th, 7:30am - 10am
Paines Restaurant
421 East St., Hollister

Connect Directly with Experts

Business Planning and Management

Finance/Insurance/Taxation/Loans/ Capitol Access

Marketing & Social Media

Doing Business with Government Agencies

Sustainability/ Green Business Certification

Energy, Water and Waste Reduction and Recycling

Workforce Assessment, Training and Customer Service

AND MORE!

Some of Your Resources

California Employment Training Panel

Employment Development Department

Gavilan College- Community Education, Contract Training & Business Resources

San Benito County Workforce Development Board

America's Jobs Center

San Benito CountyIntegrated Waste Department

CSUMB Small Business Development Corp

EDC, Chamber of Commerce, HDA and Business Council

For further information or to register, see www.businessinsanbenito.com or contact Contact Kristina at (831) 524-0408 or kristina@businessinsanbenito.com

DOWNSIZING? CONSIDERING LAYOFFS?

NEED SUPPORT FOR YOUR BUSINESS?

The San Benito County Workforce Development Board

Is launching a

Business Resource, Rapid Response and Lay-Off Aversion Program

Business Owners/Managers

Take Our Survey

Help us improve access to resources and programs at BUSINESSINSANBENITO.COM

(Spanish version available)

or schedule an on-site interview Contact Kristina at (831) 524-0408 or kristina@businessinsanbenito.com

Ask the Experts

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Sustainability/ Green Business Certification
Energy, Water and Waste Reduction and Recycling
Workforce Assessment, Training and Customer Service
AND MORE!

SOME OF YOUR RESOURCES

California Employment Training Panel
Employment Development Department
Gavilan College-Community Education, Contract Training & Business Resource Ed
Gavilan College-Community Education, Contract Tr
San Benito County Workforce Development Board
America's Jobs Center
San Benito County Integrated Waste Department
CSUMB Small Business Development Corp
EDC, Chamber of Commerce, HDA & Business Council

¿Está reduciendo su personal? ¿Está considerando despedir empleados?

¿Necesita capacitación en negocios?

La Junta de Desarrollo del Personal de Trabajo del Condado de San Benito

Esta lanzando un

Programa de Recursos de Negocios, Respuesta Rápida y Aversión al Despido

Dueños de Negocios/Gerentes

Tome nuestra Encuesta

Ayúdenos a mejorar nuestro acceso a recursos y programas

BUSINESSINSANBENITO.COM

(Versión en Español disponible)

O haga una cita/entrevista al contactar a Kristina al (831) 524-0408 o por correo electrónico a kristina@businessinsanbenito.com

Pregúnteles a los Expertos

Evento de Recursos de Negocios GRATIS

15 de Junio, 7:30am - 10am

Restaurante Paines

421 East St., Hollister

Conéctese con los Expertos Directamente	**Algunos de sus Recursos**
Manejo y planificación de negocios Finanzas/Seguros/impuestos/créditos/Acceso a capital Mercadeo & Medios de Comunicación Social Colegio Gavilán - Educación Comunitaria, Contratos, Formación y Recursos de Negocios Hacer negocios con Agencias del gobierno Sostenibilidad, Certificación de Negocios Verde, Energía, agua y reducción de residuos y reciclaje Evaluación de la fuerza de trabajo, capacitación y Servicio al cliente ¡Y MÁS!	Panel de Entrenamiento de Empleo de California Departamento de Desarrollo de Empleo Colegio Gavilán - Educación Comunitaria, Contratos, Formación y Recursos de Negocios Junta de desarrollo de la Fuerza Laboral del Condado de San Benito Centro de Empleos de América Departamento de Residuos Integrados Condado de San Benito Corporación de Desarrollo de Pequeños Negocios de CSUMB EDC, Cámara de Comercio, HDA y Concejo de Negocios

Photos courtesy (clockwise from top right) Kotomi, Lydia Chow and Teves Costa (Flickr.com)

52nd ANNUAL

SJB Antique and Collectibles Fair, sponsored by Rotary Club of SJB, promises something for everyone

The Rotary Club of San Juan Bautista is delighted to invite you to join us for California's original outdoor Antique and Collectibles Fair. Guests of this event may look forward to shopping for bona fide antiques, collectibles, memorabilia, and nostalgia (items produced prior to 1975).

The San Juan Bautista Antique & Collectibles Fair is the community's oldest and best-known fundraising event. The Rotary Club of San Juan Bautista has sponsored this event since 2010 and continues to live by the Rotary International creed of Service Above Self dedicated to giving back to its community. All proceeds are allocated to the Club's community grants' program, emergency funds for local families, leadership opportunities for high school students & adults, and the donation of dictionaries to all 3rd grade children in the Aromas-San Juan Unified School District.

The San Juan Bautista Antique & Collectibles Fair is growing! The 2016 Fair will include antique and collectible vendors and food booths. An antique appraiser will be available and all may enjoy music and non-profit organization presentations. Guests may shop at Fair booths, enjoy shopping at the San Juan Bautista stores, and eat at the plentiful restaurants in town!

The San Juan Bautista Rotarians will be out in force and will be supported by many other community volunteers to assist guests, vendors, and merchants. ■

■ Location: The Historic City of San Juan Bautista, CA 95045
■ Date: Sunday, August 14, 2016
■ Time: 8:00 a.m. – 4:00 p.m.
■ Appraiser: 10:00 a.m. – 2:00 p.m.
■ For information call: César Flores (408-804-3235) or www.rotarysan-juanbautista.com
■ Vendor booths available (Applications online at www.rotarysan-juanbautista.com)
■ Fee Schedule:
Booth (20 X10): $175
Food Vendors (20X10): $200
Merchants of San Juan Bautista: $100
San Benito County Non-Profits: No Charge

Pictured: Melinda Casillas (back to camera)- Management Analyst, County CAO's Office; Karson Klauer- Hollister City Council Member, Realtor; Jeff De Voe- Hawkins Company Commercial Development; Gordon Machado- Board Member- Hollister Downtown Association & Hazel Hawkins Hospital; Don Ridenhour- Sunnyslope County Water District; Gillian Enz- Vice Chairman- Economic Development Corporation of San Benitio County, Steel Solutions.

BUSINESS IN SAN BENITO

Local economic development business assessment, support and development programs rolling out in June

Working with the San Benito County Workforce Development Board and the Economic Development Corporation of San Benito County, Farmhouse Communications of Hollister is conducting a business outreach and engagement program to help sustain and grow businesses as well as formulate a Comprehensive Economic Development Strategy plan for San Benito County.

Are you at risk for downsizing? Considering layoffs?

The San Benito County Workforce Development Board (WDB) has launched a Rapid Response and Lay-Off Aversion program. Under the leadership of contract project manager Kristina Chavez Wyatt of Farmhouse Communications, contractors, volunteers and interns are in the process of conducting extensive outreach to the business community in order to identify those companies that may be at risk of significant workforce reductions and lay-offs, and to provide information to businesses regarding resources and tools available to assist them in maintaining and strengthening and growing their employee bases. Companies that are at risk will receive counseling and resources to avoid layoffs or closure.

"At Your Service" Business Owner Survey

All businesses in San Benito County are encouraged to participate in an "At Your Service" survey to assist in improving access to resources and programs for local businesses, to identify immediate solutions to help business owners and managers as well as to improve and enhance services. Surveys are available in English & Spanish and may be accessed online via businessinsanbenito.com or conducted in person, on site by contacting Kristina at 8315240408 or kristina@businessinsanbenito.com.

June 15 Business Resource Event

All San Benito county-based businesses are invited to a complimentary, comprehensive business resource event to be hosted Wednesday, June 15 from 7:30-10AM at Paines Restaurant, 421 East Street in downtown Hollister. The "Ask the Experts" resource event will provide information on a diverse array of resources available to businesses by connecting them with experts in the fields including business planning and management, finance/insurance/taxation/capital access, import/export, marketing, doing business with government agencies, sustainability/green business certification/energy, water and waste reduction and recycling, workforce assessment and training, customer service and MORE! See businessinsanbenito.com for further information and registration.

The San Benito County Board of Supervisors has provided the Economic Development Corporation of San Benito County with a small grant in support of the development of a countywide economic development strategy, implementation of the County General Plan Economic Development Element by engaging a broad cross-section of industry and community members.

Later this summer, EDC leadership and their consultant, Farmhouse Communications will present the County with a draft Economic Development Strategy which shall be used as an operational guide to implement the economic development goals, policies, and programs of the General Plan, as well as fulfilling Federal Economic Development Administration (EDA) requirements for a Comprehensive Economic Development Strategy (CEDS).

With your support of the community, we will also identify near-term goals and begin work on the Economic Development Element Implementation Programs as identified in the 2035 County General Plan. To participate in the development of the Strategy and related programs, please contact Kristina Chavez Wyatt at 8315240408 or kristina@farmhousecommunications.com . ■

Event & Survey Promotion Email: San Benito County Business Council

SAN BENITO COUNTY BUSINESS COUNCIL

Greetings!

Our next monthly meeting will be held Noon-130PM next Thursday, June 2 at San Juan Oaks. Please RSVP to ensure proper seating and meal arrangements. THANK YOU.

Our meeting will feature regional updates, a presentation from the Economic Development Corporation of San Benito County on the development of a countywide Comprehensive Economic Development Strategy (CEDS) and a discussion on the strengths, weaknesses, opportunities and threats to economic development in San Benito County.

Regional Economic Development, Business Resource Update

Economic Development Corporation Seeks Input on Comprehensive Economic Development Strategy, SWOT

The Economic Development Corporation (EDC) of of San Benito County has kicked off their strategic planning and engagement program with a SWOT (Strengths/Weaknesses/Opportunities & Threats) analysis review and development exercise. After receiving the input from more than 50 community members, the Business Council is conducting their own review and discussion at our June 2 meeting. **Your input in the SWOT exercise is critical** in the development of the Comprehensive Economic Development Strategy (CEDS) due to be presented to the County this summer.

- **Strengths** are a region's relative competitive advantages (e.g., industry supply chains and clusters, extensive port, rail, and broadband assets, specialized workforce skills, higher education levels, collaboration among stakeholders) and often are internal in nature;
- **Weaknesses** are a region's relative competitive disadvantages (e.g., a risk-averse or change-resistant regional culture), also often internal in nature;
- **Opportunities** are chances or occasions for regional improvement or progress (e.g., expansion of a biosciences research lab in the region), often external in nature; and
- **Threats** are chances or occasions for negative impacts on the region or regional decline (e.g., several companies in the region considering moving to lower-cost areas of the state), also often are external in nature.

CLICK THIS LINK to indicate your availability to **participate in a :45 minute interview Wednesday, June 8 or Thursday, June 9 in Downtown Hollister** for the California Academy for Local Development (CalED) for a 2-day Local Economic
Advisory Program (LEAP). The program includes 6 economic development professional advisors from throughout the state conducting interviews with key decision makers and stakeholders to obtain a clear understanding of our local issues. Through these interviews, these advisors will develop a report providing a foundation for our Comprehensive Economic Development Strategy, including:

- Providing the core components for the development of economic development strategies for Downtown Hollister, San Juan Bautista and countywide
- Identifying target industries and industry growth potential
- Establishing ideas and funding mechanisms for new economic development programs
- Helping build community consensus

You may also contact Kristina via email or call 8315240408 to schedule your interview, to share your input and with any questions.

The findings of the CalED LEAP advisors will be presented at **3:00PM Thursday June 9** in the Hollister City Council Chambers.

The Workforce Development Board of San Benito County is conducting a business development, rapid response and layoff aversion program. Please see www.businessinsanbenito.com to **take the 'At Your Service' business survey** and see details of the **'Ask the Experts' complimentary business resource forum to be held 7:30AM-10AM Wednesday, June 15** at Paine's Restaurant 421 East Street, Downtown Hollister.

Campaign to Support "Repair Our Roads" Sales Tax- Measure P

YES on P
REPAIR OUR ROADS

"Repair Our Roads" Campaign
FINAL STRETCH
Spread the Word to Get Out the Vote
June 7
RepairOurRoadsSanBenito.org

The Business Council Exec Committee respectively requests your consideration of a campaign contribution of $100 or more, please email Kristina to request a contribution envelope and offer your personal and/or business endorsement. Envelopes & endorsement cards will be available at our meeting and are available at the Chamber office, 243 6th St.
THANK YOU to our members who have contributed & made commitments to the campaign: Graniterock, Dassel's, Filice Farms, San Juan Oaks, RJA, GC Farms, Scott Fuller, Juli Vieira, Paul Rovella, Frankie Gallagher, Supervisors Muenzer, Botelho & De La Cruz...

Calendar

BUSINESS COUNCIL 2016 MONTHLY MEETINGS Noon-130PM:

- June 2 - San Juan Oaks
- July 14 - Ridgemark
- August 4 - San Juan Oaks
- September 1 - Ridgemark
- October 6 - San Juan Oaks
- November 3 - Ridgemark
- December 1 - San Juan Oaks

Chamber Business Seminar Series:

- June 9 One Sheet Business Plan
- June 30 Grow Your List, Influence
- July 21 Facebook Boosting
- August 11 Bigger, Better Events
- September 1 How to Spot a Liar (fraud)

Contact the Chamber for details at 8316375315

UPCOMING COMMUNITY EVENTS

'At Your Service' Survey & June 15 'Ask the Experts' Resource Fair 7:30AM-10AM at Paine's
See www.businessinsanbenito.com for details & PLEASE TAKE THE SURVEY

ECONOMIC DEVELOPMENT CORPORATION

Upcoming Events June 8-9 & July 12

You are a valued member and supporter of the Business Council. Please let us know how we can help you, your business and/or agency. Please also send us any news or information you may wish to have considered in future meeting agendas and editions of ENews.

Sincerely,

Kristina Chavez Wyatt
Executive Director
President, Farmhouse Communications

WEBSITE | CONTACT US

It is the role of the San Benito County Business Council to create, develop, utilize and promote cutting-edge policies and practices that will provide outstanding pro-business legislative and local policy representation. The practice and implementation of these policies and practices enhances the private enterprise base by directly improving the economic climate essential for prosperous businesses and the superior quality of life grown to be expected in our community.

San Benito County Business Council
SBCBusinessCouncil.com | Kristina@SBCBusinessCouncil.com
831.524.0408
C/O Grace & Associates
341 First Street Hollister, CA 95023

Survey - San Benito County Workforce Development Board

JV

Juli Vieira <juli@sanbenitocountychamber.com> sent by San Benito County Chamber of Commerce & Visitors Bureau <admin@sanbenitocountychamber.ccsend.com>
Thursday, June 23, 2016 at 8:04 AM
To: Kristina Wyatt

Member Message

SAN BENITO COUNTY CHAMBER OF COMMERCE

San Benito County Workforce Development Board
Business Owners/Managers Survey

DOWNSIZING?
CONSIDERING LAYOFFS?
NEED SUPPORT FOR YOUR BUSINESS?

San Benito County
Workforce Development Board
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Business Resource,
Rapid Response and
Lay-Off Aversion Program

Business Owners/Managers
Take Our Survey

Help us improve access to
resources and programs
BUSINESSINSANBENITO.COM
(Spanish version available)
or schedule an on-site interview
Contact Kristina at (831) 524-0408 or
kristina@businessinsanbenito.com

Take survey **Online**
or **Print in English**, **Print in Spanish**
More questions please contact Kristina Chavez Wyatt

Member Paid Message

San Benito County Chamber of Commerce, 243 Sixth Street,
Ste 100, Hollister, CA 95023

SafeUnsubscribe™ kristina@farmhousecommunications.com
Forward this email | Update Profile | About our service provider
Sent by juli@sanbenitocountychamber.com in collaboration with

BenitoLink June 13, 2016

Expert Lineup Announced for 'Ask the Experts' Business Resource Event Wednesday Morning in Downtown Hollister

posted on Mon, 06/13/2016 - 11:50am by Kristina Chavez Wyatt

http://benitolink.com/expert-lineup-announced-'ask-experts'-business-resource-event-wednesday-morning-downtown-hollister

County Workforce Development Board encourages local businesses to participate in business resource event and complete surveys to support local business development, improve services

'Ask the Experts' Business Resource Event 7:30-10AM Wednesday in downtown Hollister

A program of the Workforce Development Board of San Benito County

The San Benito County Workforce Development Board (WDB) is working to improve access to resources and programs available to the business communities located in San Benito County and its primary cities of Hollister and San Juan Bautista, and to identify businesses that may be at risk and in need of support services and immediate solutions, in order to retain and expand businesses within San Benito County.

To accomplish this task, the WDB is conducting a business outreach and engagement program to help sustain and grow businesses in San Benito County. They have launched an "At Your Service" business survey and are hosting an "Ask the Experts" business resource event this Wednesday morning, June 15, in downtown Hollister. Further information, online surveys (in English and Spanish) and event registration are online at www.businessinsanbenito.com.

"Ask the Experts" Business Resource Event This Wednesday Morning at Paines

The San Benito County Workforce Development Board invites local business owners, managers and prospects to a complimentary, comprehensive business resource event to be hosted Wednesday, June 15 from 7:30-10 a.m.at Paines Restaurant, 421 East St. in downtown Hollister. The "Ask the Experts" resource event will provide information on a diverse array of resources available to businesses. Information resource tables with more than 20 business resource experts will be open during the event. A brief introduction program will begin at 8 a.m. Light refreshments will be served. Register online at www.businessinsanbenito.com

Participating business resource experts include:

- California Employment Training Panel (ETP)- Providing employers funding for job skills training for frontline, incumbent workers in companies challenged by out-of-state competition www.etp.ca.gov
- America's Job Center- Easy, one-stop access to the state's employment-related services, helping employers find qualified workers and job seekers find good jobs- posting job openings and recruiting candidates. Job seekers can get assistance in assessing skills, finding job opportunities and training, prepping a résumé, and much more. http://www.sbcjobs.org www.caljobs.ca.gov
- Employment Development Department (EDD)- Supporting and connecting local communities with state programs involving unemployment insurance, disability insurance, payroll tax collection, and job training/workforce services http://www.edd.ca.gov
- Workforce Development Board of San Benito County- Providing employees, training programs and hiring incentives to area employers. http://www.sbcjobs.org/wib
- CSUMB Small Business Development Corporation (SBDC)- Providing entrepreneurs and small businesses with high quality education, consulting, support for innovation and tools necessary to build successful, sustainable businesses https://csumb.edu/sbdc
- El Pajaro Community Development Corporation- Promoting the development of micro-businesses by helping low-income minority entrepreneurs with instruction, bilingual/bicultural business training, business incubation, professional consulting and coaching. http://www.elpajarocdc.org
- Gavilan College- Community Education, Contract Training & Business Resources- Business and career training courses (business, management, accounting, IT and software development and more) on campus and online http://www.gavilance.com
- AMBAG Energy Watch- Providing energy assessments and audits, equipment installation, efficiency programs, services and financing, PG&E programs and services. http://www.ambag.org/programs-services/energy-watch

- Recology San Benito County- Commercial waste reduction and recycling programs www.recologysanbenitocounty.com
- Water Resources Association of San Benito County- Water conservation tips, resources, rebates and programs http://www.wrasbc.org
- San Benito County Integrated Waste Department- Waste disposal, diversion, hazardous waste and landfill management http://www.cosb.us/county-departments/integrated-waste-management
- Monterey Bay Green Business Program- Providing promotion, incentive and assistance programs to businesses to help conserve energy and water, minimize waste, prevent pollution and shrink their carbon footprint http://montereybaygreenbusiness.org
- Monterey Bay Procurement Technical Assistance Center (PTAC)- Providing counseling and education for businesses to help procure, compete, and win government contracts free and easily http://montereybayptac.org
- California Coastal Rural Development Corporation- Servicing the financial needs of small businesses and farmers, providing direct loans and loan guarantees. http://www.calcoastal.org
- Fresno Community Development Financial Institution- Providing small business loan funds to grow businesses and jobs in underserved communities. https://fresnocdfi.com
- Monterey Bay International Trade Association- Providing trade promotion services to the California, U.S. and foreign country business communities. http://www.mbita.org
- Hollister Downtown Association- Working hard to create a vital downtown district through beautification programs and community events, ensuring that downtown Hollister becomes an economic, cultural, educational, governmental, and social center that respects that past, present and future through its blending of people, places, and possibilities. http://www.downtownhollister.org
- San Benito County Chamber of Commerce & Visitors Bureau - Promoting local businesses and our community, benefits and resources to support member businesses for a strong community and regional economy, civic, cultural and educational climate. http://sanbenitocountychamber.com
- Economic Development Corporation of San Benito County- Supporting business growth and investment and strengthening the local economy in San Benito county. http://edcsanbenito.org
- San Benito County Business Council- Promoting policies and practices that provide outstanding pro-business legislative and local policy; facilitating intergovernmental cooperation, collaboration & consolidation; supporting, expanding and enhancing the local job base; and promoting community wellness sustainability. www.sbcbusinesscouncil.com
- San Juan Committee- Promoting economic vitality while maintaining the charm and history of San Juan Bautista. http://www.sanjuancommittee.com
- Hispanic Chamber of Commerce, Central Coast- Promoting and supporting the success of Hispanic businesses in the Central Coast. https://www.facebook.com/hispanicchambercc/

Are you at risk for downsizing, considering layoffs?

The San Benito County Workforce Development Board has launched a Rapid Response and Lay-Off Aversion program. Community outreach representatives are in the process of conducting extensive outreach to the business community in order to identify those companies that may be at risk of significant workforce reductions and layoffs and to provide information to businesses regarding resources and tools available to assist them in maintaining and strengthening and growing their employee bases. Companies that are at risk will receive counseling and resources to avoid layoffs or closure.

“At Your Service” Business Owner Survey

All businesses in San Benito County are encouraged to participate in an “At Your Service” survey to assist in improving access to resources and programs for local businesses, to identify immediate solutions to help business owners and managers as well as to improve and enhance services. Surveys are available in English and Spanish and may be accessed online via www.businessinsanbenito.com or conducted in person, on site by contacting Kristina at 8315240408 or kristina@businessinsanbenito.com. Businesses who complete surveys are placed in a drawing to be eligible to receive 5 hours of complimentary marketing and public relations consulting services.

Get connected- complete our survey and register for the event today:

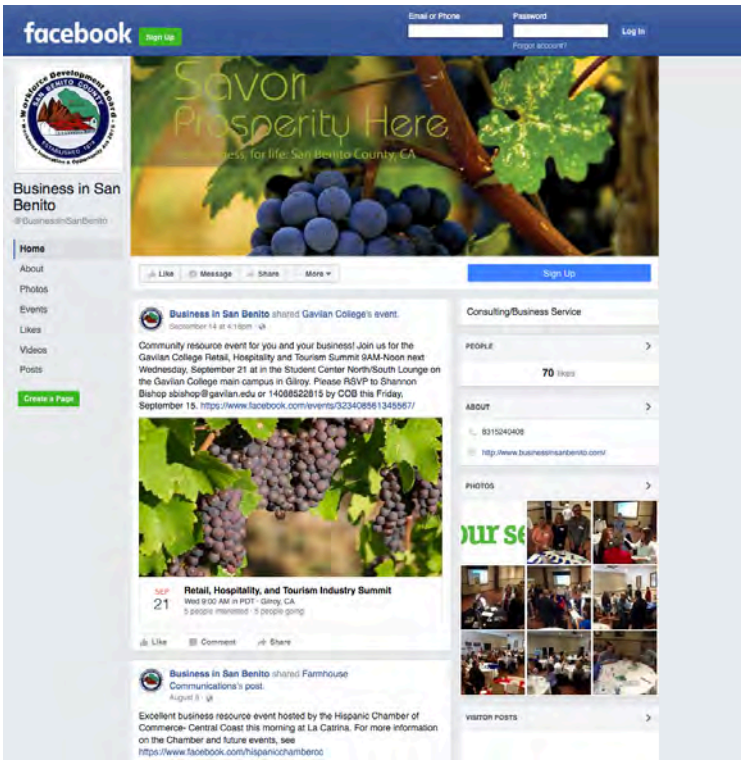
Businessinsanbenito.com

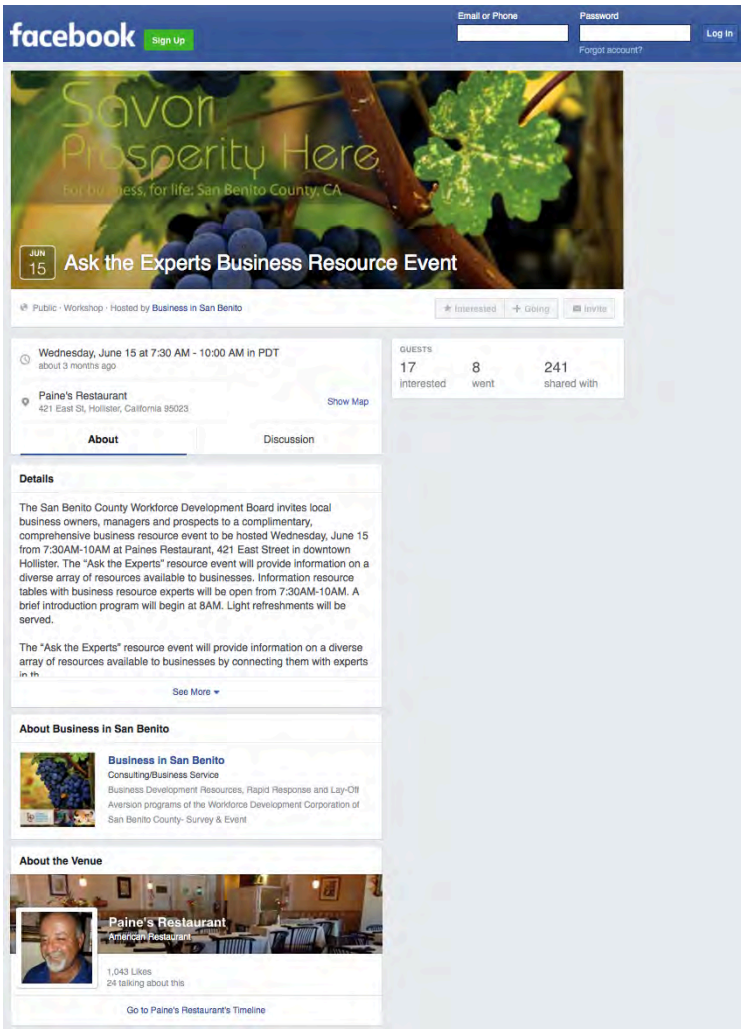
Contact: Kristina Chavez Wyatt

831-524-0408

kristina@businessinsanbenito.com

Facebook: Business in San Benito Page, Ads, Boosted Posts, Event





Hollister Downtown Association
June 7 ·

Local Business Assessment, Support and Development Programs Rolling Out In June
County Workforce Development Board encourages local businesses to participate in survey, attend business resource event.

The San Benito County Workforce Development Board (WDB) is working to improve access to resources and programs available to the business communities located in San Benito county and its primary cities of Hollister and San Juan Bautista, and to identify businesses that may be at ...
See More

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CSUMB SBDC
May 31 ·

This should be a great event...join us!

"Ask the Experts" Business Resource Event

The San Benito County Workforce Development Board invites you to a complimentary comprehensive business resource event to be hosted Wednesday, June 15 from 7:30-10AM at Paines Restaurant, 421 East Street in downtown...

EVENTS.R20.CONSTANTCONTACT.COM

You, Eric Tao and 1 other

San-Benito County-Chamber
June 10 ·

Ask the Experts event June 15th open to the business public. Business Owners take a survey provided by the SBC Workforce Development Board at www.businessinsanbenito.com provided both in English & Spanish. Let them know how your business is doing.

San Benito County Business Council
Published by Kristina Chavez Wyatt [?] · June 17 ·

Local Business Owners, Managers Encouraged to Complete "At Your Service" Business Survey-
All businesses in San Benito County are encouraged to participate in a brief "At Your Service" survey to assist in improving access and quality of resources, programs and services for local businesses as well as to identify immediate solutions to help business owners and managers to sustain and grow their businesses. Surveys are available in English & Spanish and may be accessed online directly, via www.businessinsanbenito.com or conducted in person, on site by contacting Kristina at 8315240408 or kristina@businessinsanbenito.com. Businesses who complete surveys by close of business Monday, June 27 will be placed in a drawing to be eligible to receive 5 hours of complimentary marketing and public relations consulting services valued at $1000!
Contact Kristina at Kristina@businessinsanbenito.com or (831) 524-0408 with any questions, to schedule a one on one business consultation and see www.businessinsanbenito.com for further information and business resources.

@your service

199 people reached

Boost Post

Fresno CDFI added 2 new photos — at Downtown Hollister Historic District.
June 15 ·

✓ Liked

at the "Ask the Experts" resource fair in downtown Hollister, supporting San Benito county businesses!

Business in San Benito

Sponsored ·

Like Page

San Benito County "At Your Service" Business Owner Survey 2016-2017
Your participation will assist the San Benito County Workforce Development Board in improving access to resources and programs for local businesses, to identify immediate solutions to help you and your business as well as to improve and enhance services.

Survey : Questions

Do you expect sales increases in the next two years? If yes, please comment on your expected growth by percentage. If yes, what factors are contributing to your growth?

SURVEY.CONSTANTCONTACT.COM

19 Likes 3 Comments 6 Shares

Like Comment Share

BenitoLink May 31, 2016

County Workforce Development Board Launches Survey, Business Resource Event

posted on Tue, 05/31/2016 - 05:10pm by Kristina Chavez Wyatt

http://benitolink.com/county-workforce-development-board-launches-survey-business-resource-event

The San Benito County Workforce Development Board has launched a rapid response and layoff aversion program including an 'At Your Service' countywide business survey and 'Ask the Experts' June 15 complimentary business resource fair.

The San Benito County Workforce Development Board (WDB) has launched a Rapid Response and Lay-Off Aversion program. The WDB, County staff, contractors and supporters are in the process of conducting extensive outreach to the business community in order to identify those companies that may be at risk of significant workforce reductions and layoffs, and to provide information to businesses regarding resources and tools available to assist them in maintaining and strengthening and growing their employee bases. Companies that are at risk will receive counseling and resources to avoid layoffs or closure.

"At Your Service" Business Owner/Manager Survey

All businesses in San Benito County are encouraged to participate in an "At Your Service" survey to assist in improving access to resources and programs for local businesses, to identify immediate solutions to help business owners and managers as well as to improve and enhance services. Surveys are available in English and Spanish and may be accessed online via businessinsanbenito.com or conducted in person, on site by contacting Kristina at 831-524-0408 or kristina@businessinsanbenito.com.

Complimentary 'Ask the Experts' Business Resource Fair 7:30-1- a.m. Wednesday, June 15 at Paine's Restaurant, Downtown Hollister- Register Today!

The San Benito County Workforce Development Board invites local business owners, managers and prospects to a complimentary, comprehensive business resource event to be hosted Wednesday, June 15 from 7:30-10 a.m. at Paines Restaurant, 421 East St. in downtown Hollister. The "Ask the Experts" resource event will provide information on a diverse array of resources available to businesses. Information resource tables with business resource experts will be open throughout the event. A brief introduction program will begin at 8 a.m.. Light refreshments will be served. The "Ask the Experts" resource event will provide information on a diverse array of resources available to businesses by connecting them with experts in the fields including:

- business planning and management
- finance/insurance/taxation/loans/capital access
- import/export
- marketing & social media
- doing business with government agencies
- sustainability/green business certification
- energy, water and waste reduction and recycling
- workforce assessment and training
- customer service and MORE!

Resource table hosts include:

- California Employment Training Panel (ETP)- employee assessment and training
- America's Jobs Center- staffing, training, employee assessment & training, labor issues & market information
- Employment Development Department (EDD)- layoff aversion, work experience, rapid response programs
- Fresno Community Development Financial Institution – loan programs
- Gavilan College- Community Education, Contract Training & Business Resources
- AMBAG Energy Watch- energy reduction
- City of Hollister- business licensing, permits
- San Benito County Water Resources Agency- water conservation and landscaping
- San Benito County Integrated Waste Department- waste management & recycling
- Monterey Bay Green Business Program- certification, resource reduction
- Monterey Bay Procurement Technical Assistance Center (PTAC)- workforce development & internships
- CSUMB Small Business Development Corporation- comprehensive business planning, launch and management support
- Monterey Bay International Trade Association- import/export
- Hollister Downtown Association, San Benito County Chamber of Commerce & Visitors Bureau, Economic & Development Corporation of San Benito County and San Benito County Business Council - business to business services
- Recology- commercial recycling
- More to come!

For more information about the event and to take our "At Your Service" business survey, see businessinsanbenito.com

From: Andi Anderson <AAnderson@cosb.us>
Date: Thursday, June 23, 2016 at 4:43 PM
To: Al Gonzalez <al@local393.org>, Al Orosco <Alorosco@prideconveyance.com>, Alex Arias <alejandro.arias@manpower.com>, Carrie Fosdick <carrie.fosdick.ik2O@statefarm.com>, Duane Bradford <duane.bradford@dor.ca.gov>, Yuko Duckworth <Yuko.Duckworth@EDD.ca.gov>, Emery Smith <emeryhsmithii@live.com>, Enrique Arreola <EArreola@cosb.us>, 'Gary McIntire' <gmcintire@hesd.org>, Grace Garcia <ggarcia@oe3.org>, James Rydingsword <jrydingsword@cosb.us>, Janice Shriver <Janice.Shriver@edd.ca.gov>, Jesus Romero <jromero@hesd.org>, Kathy Hough <kathy@houghconstructioninc.com>, Katie Day <kday@gavilan.edu>, Kendra Bobsin <kendrab@gokids.org>, Kristi Alarid <kristialarid@hopeservices.org>, Kristina Wyatt <kristina@farmhousecommunications.com>, "Marleen Esquerra (EsquerraML@co.monterey.ca.us)" <EsquerraML@co.monterey.ca.us>, "Michelle Ramirez (hr@lealvineyards.com)" <hr@lealvineyards.com>, Nlore <nloretdemola@calworkforce.org>, Richard Bianchi <richard@saborfarms.com>, Ruby Soto <RSoto@sanbenitohhsa.org>, Sherrean Carr <scarr@gavilan.edu>, Sylvia Jacquez <SJacquez@cosb.us>, Tim Reynaga-EDD <Tim.Reynaga@edd.ca.gov>
Subject: Please complete this survey for the WDB

San Benito County Workforce Development Board
Business Owners/Managers Survey

Take survey **Online**
or **Print in English**, **Print in Spanish**
More questions please contact Kristina Chavez Wyatt

Member Paid Message

Andi Anderson

Staff Services Specialist
Community Services & Workforce Development
a Division of Health & Human Services Agency
1111 San Felipe Road, Ste 108, Hollister, CA 95023
(831) 637-0435
Fax: (831) 637-0996
e-mail: aanderson@cosb.us
http://hhsa.cosb.us
www.facebook.com/sbccab

BenitoLink June 30, 2016

Workforce Development Board Hosts Resource Event, Wrapping Up Business Survey

posted on Thu, 06/30/2016 - 05:21pm by Kristina Chavez Wyatt

http://benitolink.com/workforce-development-board-hosts-resource-event-wrapping-business-survey

The San Benito County Workforce Development Board hosted a successful, free business resource event and continues with a business outreach and survey program to help sustain and grow commerce in San Benito county.

Small Business Development Corporation Director Cindy Merzon and Loree Van Bebber, an SBDC consultant from CalCoastal, speak with Enrique Arreola, deputy director, County Health & Human Services and Workforce Development Board.

Bev Meamber of the San Juan Committee.

Daniel Patterson, California Workforce Development Board Policy, Research and Legislation Group

Ana Medina of the Fresno Community Development Corporation speaks with Gustavo Gonzalez of La Catrina Mexican Grill and Gustavo Gonzalez Jr. of La Jerezana.

Mark Rianda represents the Employment Development Department with Sylvia Jacquez of the America's Job Center.

Rosie Armstrong, Gavilan College senior program specialist and Shawn Novack of the Water Resources Association of San Benito County.

CalCoastal Marketing Director Loree Van Bebber

Joseph Button of AMBAG Energy Watch and Jeremy Simmons, County Recycling and Resource Recovery coordinator and representative of the Monterey Bay Green Business Program.

Sergio Sanchez of the Hispanic Chamber of Commerce -- Central Coast.

The “Ask the Experts” Business Resource event hosted by the Workforce Development Board in mid-June drew dozens of business owners and managers and non-profit organizations from throughout the county and more than 25 business resource experts from throughout the state. With an overall goal of sustaining and growing existing businesses, the complementary event provided the avenue for attendees to network, share tools, tips, best practices and programs to help local businesses and organizations thrive. During the event, attendees had the opportunity to network and connect with 25 business resource experts and their organizations that provide free and low-cost services from employee training and assessment, loan programs, business management, innovation and planning to water, waste and energy reduction.

In addition, the County Workforce Development Board is continuing their "At Your Service" business outreach, survey and support program. More than 100 local business have already participated. Business owners and managers are encouraged to complete an online survey hosted at www.BusinessinSanBenito.com or contact program manager Kristina Chavez Wyatt at 831-524-0408 or kristina@businessinsanbenito.com for an on-site meeting. Businesses who complete the survey may opt in to a drawing to be eligible to receive five hours or more of business marketing support valued at $1,000 complimentary of Farmhouse Communications.

The County Workforce Development Board is working to improve access to resources and programs available to the business communities located in San Benito county and its primary cities of Hollister and San Juan Bautista, and to identify businesses that may be at risk and in need of support services and immediate solutions, in order to retain and expand businesses within San Benito County. To accomplish this task, the Board is conducting these business outreach and engagement programs to help improve services to sustain and grow businesses in San Benito county with the support of the Rapid Response and Layoff Aversion program of the federal Workforce Innovation and Opportunity Act.

Local business resource experts and event participants included:

California Workforce Development Board- Supporting the emergence of effective statewide and regionally driven sector initiatives in policy development, supporting the workforce system, assessing performance and reporting.

California Employment Training Panel (ETP)- Providing employers funding for job skills training for frontline, incumbent workers in companies challenged by out-of-state competition

America’s Job Center- Easy, one-stop access to the state’s employment-related services, helping employers find qualified workers and job seekers find good jobs- posting job openings and recruiting candidates. Job seekers can get assistance in assessing skills, finding job opportunities and training, prepping a résumé, and much more.

Employment Development Department (EDD)- Supporting and connecting local communities with state programs involving unemployment insurance, disability insurance, payroll tax collection, and job training/workforce services

Workforce Development Board of San Benito County- Providing employees, training programs and hiring incentives to area employers.

CSUMB Small Business Development Corporation (SBDC)- Providing entrepreneurs and small businesses with high quality education, consulting, support for innovation and tools necessary to build successful, sustainable businesses

El Pajaro Community Development Corporation- Promoting the development of micro-businesses by helping low-income minority entrepreneurs with instruction, bilingual/bicultural business training, business incubation, professional consulting and coaching.
Gavilan College- Community Education, Contract Training & Business Resources- Business and career training courses (business, management, accounting, IT & software development and more) on campus and online
AMBAG Energy Watch- Providing energy assessments and audits, equipment installation, efficiency programs, services & financing, PG&E programs & services.
Recology San Benito County- Commercial waste reduction and recycling programs
Water Resources Association of San Benito County- Water conservation tips, resources, rebates & programs
San Benito County Integrated Waste Department- Waste disposal, diversion, hazardous waste & landfill management
Monterey Bay Green Business Program- Providing promotion, incentive and assistance programs to businesses to help conserve energy & water, minimize waste, prevent pollution and shrink their carbon footprint
City of Hollister Finance & Business License Department- Doing business in the city? Opening a new business? Thinking about starting a business from your home? Want to know what you might need? Contact them today!
Monterey Bay Procurement Technical Assistance Center (PTAC)- Providing counseling and education for businesses to help procure, compete, and win government contracts free & easily
California Coastal Rural Development Corporation- Servicing the financial needs of small businesses and farmers, providing direct loans and loan guarantees.
Fresno Community Development Financial Institution- Providing small business loan funds to grow businesses and jobs in underserved communities.
Monterey Bay International Trade Association- Providing trade promotion services to the California, U.S. and foreign country business communities.
Hollister Downtown Association- Working hard to create a vital downtown district through beautification programs and community events, ensuring that Downtown Hollister becomes an economic, cultural, educational, governmental, and social center that respects that past, present and future through its blending of people, places, and possibilities.
San Benito County Chamber of Commerce & Visitors Bureau- Promoting local businesses and our community, benefits and resources to support member businesses for a strong community and regional economy, civic, cultural and educational climate.
Hispanic Chamber of Commerce, Central Coast- Promoting and supporting the success of Hispanic businesses on the Central Coast.
Economic Development Corporation of San Benito County- Supporting business growth and investment and strengthening the local economy in San Benito County.
San Benito County Business Council- Promoting policies and practices that provide outstanding pro-business legislative and local policy; facilitating intergovernmental cooperation, collaboration & consolidation; supporting, expanding and enhancing the local job base; and promoting community wellness & sustainability.
San Juan Committee- Promoting economic vitality while maintaining the charm and history of San Juan Bautista.

For more information, business resources and to take the survey, see www.BusinessinSanBenito.com.

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 33.

MEETING DATE: 1/24/2017

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: Brent Barnes

AGENDA ITEM PREPARER: Chase Graves

SBC DEPT FILE NUMBER: 105

SUBJECT:

RESOURCE MANAGEMENT AGENCY - B. BARNES
Provide monthly update on the state of roads within San Benito County. SBC FILE NUMBER: 105

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

At the request of the Chair of the San Benito County Board of Supervisors, the Resource Management Agency Director, Brent Barnes, will give a monthly update on the state of the roads within San Benito County.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Receive update.

ADDITIONAL PERSONNEL:

BOARD ACTION RESULTS:

Received update from RMA. (Report Only)

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

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JERRY MUENZER
District Four

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District Five

Item Number: 34.

MEETING DATE: 1/24/2017

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: James A. Rydingsword

AGENDA ITEM PREPARER: Enrique Arreola

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD
Provide Director's Monthly Homeless Update - San Benito County Warming Shelter.
SBC FILE NUMBER: 130

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

HHSA Director James Rydingsword will be providing an update on the Warming Shelter and other homeless related services

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Receive update on the current Homeless Service in San Benito County.

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

Received an update from HHSA. (Report Only)

ATTACHMENTS:

Description	Upload Date	Type
Monthly Homeless Update	1/17/2017	Cover Memo

San Benito County

Community Services & Workforce Development

2016/2017 Homeless Warming Shelter Report

January 24, 2017

Prepared By

Health & Human Services Agency

2016/2017 Homeless Warming Shelter Report

Warming Shelter

Objective: Provide daily emergency housing to a maximum of 40 homeless individuals during the months of December-March.	Unduplicated # of Participants- For the Month	Duplicated # of Participants- For the Month	Unduplicated # of Participants- Annual	Duplicated # of Participants- Annual
	51	762	51	762
Description of progress made towards achieving the objective				

The Winter Warming Shelter opened on December 3rd with 21 participants. The program steadily increased in numbers as shown below:

Month	New Clients Unduplicated	Max Clients Served for the Month	Daily Average #
December	51	36	29

For the month of December, a total of 762 warm beds were provided to our homeless community.

Participants are transported to the program to arrive on-site by 5:30 p.m. where they are checked-in by the staff and the security officer. They are then provided a hot dinner at 6:00 p.m. Participants then proceed to their assigned room to rest. Activities are planned throughout the week for participants to participate.

The rule of the program is that participants can receive shelter at night, however, they need to be out of the shelter at 8:00 a.m. Prior to leaving, they are provided a continental style breakfast and a sandwich lunch with chips and water to take with them. Most participants are dropped off at Hollister Community Outreach/My Father's House where they can receive other services that this organization offers. In addition, participants are dropped off to other location such as attending appointments at HHSA or Behavior Health.

We are very happy of all staff for their professionalism, respectfulness of all team members, participants and partners and for their passion and commitment to serving the community of San Benito County and making it a better place to live. All staff is expected to perform to the highest standards in our efforts to providing the best possible program.

The program has high operational standards for the safety and well-being of staff and clients including:

Program Components

Security

Security services are provided from the beginning of the program to the end of the program (4 p.m. to 8 a.m.). These are some security protocols:

- At check-in, all participants are padded and their bags are checked to ensure that nothing illegal is being brought in such as weapons, drugs, alcohol…etc.
- If a participant refuses to be patted or to check their bags, they are not allowed to stay at the shelter.
- If any illegal items are brought, it is immediately confiscated.

- The security officers monitor the grounds all night.
- Staff and the security officers monitor each room by conducting visual walk-through of each room at least every 30 minutes.
- Participants are required to keep the door unlocked and the blinds open for visual inspections.

Other Check-in Protocols

- All Participants are entered into the HMIS system on a daily basis
- All Participants review and sign the program rules and regulations
- At check-in, participants are assigned to a shared room with 3 other participants
- With the assistance of staff, all Participants complete the HMIS Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT). This is an evidenced based tool recognized by HUD and the Continuum of Care (CoC).

Ppersonnel

The program is led by the Site Coordinator, who manages plans and leads staff with the implementation of the program. The swing shift includes three shelter workers and the grave yard shift includes two Shelter Workers. There are a total of two shifts (4:00 p.m. – 1:00 a.m. and 12:00 a.m.-9:00 a.m.).

The San Benito County Warming Shelter opened its doors on December 3, 2016 with 21 guests. Compared to last year, when we opened with only 1 on the first night. There was not a day in December where we had less than 21 people on any given night. The busiest night we had 36 guests for the night will all 40 beds accounted for. The Warming Shelter has all the weekend days filled with community groups providing dinner for the guests. We are currently staffed with 5 of the staff returning from last year. Flu shots were offered to the guests on December 14 provided by public health. For Christmas, we were able to provide a Christmas Dinner for the guests, where everyone was sponsored by community members, and were able to open a gift. It was a beautiful night. Staff worked hard and our shelter coordinator cooked dinner for the guests. A big thanks to Mayor Velasquez for allowing us to use the Vault free of charge.

Other Homeless Services Being offered by the Community Services & Workforce Development (CSWD)

Family Winter Shelter	Emergency Temporary Shelter during the winter months of Dec-March for **24** homeless Families. 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 for permanent housing. A case manager assists families with a transition plan to secure permanent housing. A total of 24 families are being served for a total of 89 household members including children. There is a huge need for this type of program. This year, we had over 150 families on the waiting list. This is a once in a lifetime program. The Family Shelter opened on December 1, 2016 to 24 families. On December 15, 2016, public health provided a flu shot clinic for all the families. On December 19, 2016, the Holiday Party was conducted at the Vault. A total of 14 families attended, and all families were sponsored with gifts. The Family shelter staff would like to thank Margie Barrios, Robert Rivas and Mayor Velasquez for attending and saying a few words to the families. A big thank you to the Mayor for allowing us to use the Vault for the event free of charge.

2016/2017 Homeless Warming Shelter Report

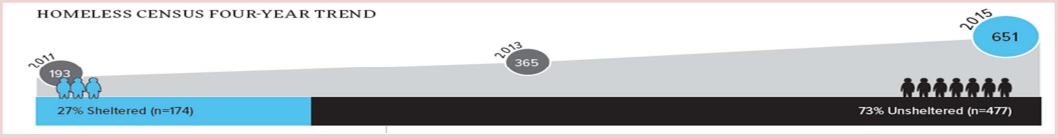
Housing Opportunities for People with AIDS (HOPWA)	**HOPWA** serves clients who are HIV Positive or living with AIDS & provides rental assistance, food vouchers monthly and dental assistance one time per year. This program is currently assisting 5 clients.
Helping Hands Program	This program is funded by HUD Continuum of Care and provides 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 to house 14 clients. Funds have been received from HUD for the last 5 years.
Tenant Base Rental Assistance (TBRA)	Tenant Base Rental Assistance is provided to low-income county residents. Eligible clients receive 12 months of rental assistance per state guidelines. Clients are required to pay 30% of their monthly income to cover their portion of rent. Currently there are 8 participants currently enrolled in the program. General assistance clients receive priority in the TBRA program. This program is currently being funded by the State HCD. In the past, rental assistance has been funded through various grants to include, FEMA, EFSP, EHAP, FESG, CDBG, CSBG, Since 1994, approximately **–1879 families have been served**. Currently there are over 200 families on the waiting list.
Housing Support Services	**CalWORKs Housing Support Program (HSP)**: Funds have recently been secured to provide Rapid Re-housing services to 15-18 CalWORKS homeless families enrolled in the CalWORKs program. The program provides rental assistance of up to 6 months, security deposit, utility assistance, emergency assistance, case management and support services. Currently, 5 families have completed the program and 7 are receiving rental assistance.
Hotel Vouchers:	Provide Hotel Vouchers to homeless individuals or homeless families. Vouchers are provided only when funds are available and for extreme cases since funds are limited. This year, a total of 38 homeless clients have received assistance.
Homeless Service Center:	A $2 million CDBG grant was received by CA Housing & Community Development (HCD) for Phase ll of the Homeless Center to focus on job training services ($500,000 is earmarked for Public Services). This grant was received recently. The initial 2014 CDBG grant of $1.5 million grant was received for the construction of a Homeless Service Center. The building has been purchased located at 1161 San Felipe Road. Once rehab is completed, it will have approximately 50 beds, a day center where homeless individuals can take a shower, have a mail box, use the computers. Counseling services will be available along with other supportive programs such as job training services, life skills, transportation Assistance, life skills,...etc.
Transportation Tokens	Bus tokens are provided to homeless individuals and the general low-income community when needed. Approximately 300 clients have received assistance.
Job Training	**Job Training** is offered to all residents including homeless individuals who are "job ready". This training is offered at the America's Job Center of CA operated by CSWD & EDD with Workforce Innovation & Opportunity Act (WIOA) and CalWORKS Employment funding.
Utility Assistance	All income eligible clients are able to apply for the Low-Income Home Energy Assistance (LIHEAP) program that help pay for PG&E or Propane utility assistance on an annual basis. Clients whose utilities are included in rent are also able to apply. Approximately 900 clients/families are served annually.

Partners

- Hollister Community Outreach: Day center located at 910 Monterey St, Hollister, CA (831) 801-2922.
- Emmaus House: Domestic Violence Shelter for Woman and Children (877) 778-7978
- Community Food Bank: 1131 San Felipe Road, Hollister. The food bank has been providing food to homeless in our community for 35 years.
- City of Hollister, Veteran's Services…..etc.

Other Information

San Benito County Health & Human Services Agency, Community Services & Workforce Development (CSWD) has over 25 years providing homeless and housing services in San Benito County.



Our strategic approach is to provide structured services to better serve this population. By providing housing services, a shelter program, case management, supportive services and creating partnerships with other organizations and the private sector, we are confident that our homeless community will be served effectively; thus reducing blight and concerns it may pose in our community. With the plans to have a Homeless Service Center strategically located near Health & Human Services and other programs, it will lend itself to providing structured and supervised programs thus mitigating any concerns our business community may have.

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

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District Two

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District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 35.

MEETING DATE: 1/24/2017

DEPARTMENT: IN HOME SUPPORTIVE SERVICES

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER: Chase Graves

SBC DEPT FILE NUMBER: 130.1

SUBJECT:

SAN BENITO COUNTY LONG TERM CARE COMMISSION
Receive presentation of quarterly report from the Long Term Care Commission and an announcement of name change.
SBC FILE NUMBER: 130.1

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Receive presentation and in regards to the Long Term Care Commission.

ADDITIONAL PERSONNEL:

BOARD ACTION RESULTS:

There was no presentation. They will send in a written report.

ATTACHMENTS:

Description	Upload Date	Type
LAO Report	1/18/2017	Cover Memo

LAO 75 YEARS OF SERVICE

A Long-Term Outlook:

Disability Among California's Seniors

MAC TAYLOR • LEGISLATIVE ANALYST • NOVEMBER 2016

LAO

EXECUTIVE SUMMARY

Rapidly Growing Senior Population and Changing Demographics of California Seniors Raise Issues About Long-Term Supports and Services (LTSS) System. Seniors are major users of LTSS—defined broadly as services and supports provided to the disabled (of any age) who have difficulty performing daily activities. The senior population (adults aged 65 and older) in California is projected to increase more than twofold from roughly 5 million in 2015 to nearly 12 million in 2060. The demographics of the senior population are also projected to change during this period. For example, the senior population is projected to shift from being majority white to majority nonwhite by 2030. The rapid growth and changing demographics of California's senior population raise issues about seniors' LTSS needs, LTSS system capacity, and the financial impact of LTSS on personal and state finances. This report presents the results of our projections of disability levels of California's seniors through 2060 to inform the Legislature and stakeholders about levels of disability and the potential need for LTSS among California's seniors over the next several decades. These projections provide a useful starting point in understanding how California's changing population demographics will impact the LTSS delivery system.

Population of California Seniors With Disabilities Projected to Grow Faster Than Overall California Senior Population. We project that the number of seniors in California with disabilities (as defined by limitations in routine activities of daily living, such as dressing or bathing) will increase from 1 million in 2015 to 2.7 million in 2060. This represents 160 percent growth in the population of seniors with disabilities, while California's overall senior population is projected to grow by 135 percent over this period. The faster growth of the senior population with disabilities is partially driven by the increasing share of seniors aged 85 and older and increasing racial diversity of the senior population.

California Seniors Turning 65 Between 2015 and 2019 Projected to Spend 4.5 Years on Average With a Disability. On average, seniors turning 65 between 2015 and 2019 are projected to live for 23.6 years after age 65 and spend 4.5 of these years with a disability. The average number of years lived with a disability varies based on demographics of the seniors in this cohort. For example, white seniors in this cohort are projected to spend 3.6 years on average with a disability, while Hispanic seniors are projected to spend 5.8 years on average with a disability and nonwhite, non-Hispanic seniors are projected to spend 5.6 years on average with a disability. (Data constraints prevent us from breaking out the nonwhite, non-Hispanic race category into additional groups.)

California-Specific Projections Are a Necessary First Step in Planning for the Growing Senior Population. California-specific projections are necessary to inform the conversation around the future of the LTSS system as California's senior population grows over the next several decades. Available national-level projections of disability levels (and the related issues of LTSS utilization and LTSS financing), while a useful starting point, are not sufficient to reflect California's unique demographics and LTSS system. (For example, California's senior population is projected to be majority nonwhite by 2030, while the senior population nationwide is projected to remain majority white through at least 2060.) As the Legislature, administration, and stakeholders continue to engage in planning for the impact of the growing senior population on the LTSS system, it is necessary to have projections that accurately reflect the uniqueness of California's population and LTSS system to inform policymaking.

INTRODUCTION

Over the next several decades, the senior population (adults aged 65 and older) in California is projected to increase more than twofold from roughly 5 million in 2015 to nearly 12 million in 2060. This increase is largely driven by the aging of the Baby Boomer population who began turning 65 in 2011. A similar increase in the senior population nationwide will also occur during this time frame. However, differences in the demographics of California's population when compared to the population nationwide will lead to important differences between California's senior population and the senior population nationwide. For example, California's senior population is projected to shift from being majority white to majority nonwhite by 2030, while the senior population nationwide is projected to remain majority white through at least 2060.

Long-term supports and services (LTSS) are broadly defined as services and supports provided to the disabled (of any age) who have difficulty performing daily activities. The rapid growth and changing demographics of California's senior population raise issues about seniors' LTSS needs, LTSS system capacity, and the financial impact of LTSS on personal and state finances. (We also note that similar issues could be considered for the working-age disabled population, but a discussion specific to that population is beyond the scope of this report.) At the national level, detailed projections of the disability levels and potential LTSS needs of seniors over the next several decades are available to inform the discussion around these issues. However, given California's demographic differences compared to the United States as a whole, the national-level results may not be applicable to California and to our knowledge similar projections are not available for California's senior population. To address this information gap, we projected disability levels of California's seniors through 2060. This report presents the results of our projections to inform the Legislature and stakeholders about levels of disability and the potential need for LTSS among California's seniors over the next several decades. These projections provide a useful starting point in understanding how California's changing population demographics will impact the LTSS delivery system. The results presented in this report can also be built upon with further analysis focused on utilization and financing of LTSS over the long term.

DISABILITY AND LTSS LANDSCAPE

In this section, we discuss how disability is measured and what types of LTSS services are provided to people with disabilities. This applies to the broader population of people with disabilities, including seniors as well as working-aged adults and children. However, this report focuses on seniors, and where possible in this section, we present data specific to the senior population.

Defining Disability and LTSS

Disability Is Measured by Limitations in Daily Activities. Disability is often measured by limitations in daily activities. These limitations are typically grouped into two categories: (1) limitations in activities of daily living (ADLs) and (2) limitations in instrumental activities of

daily living (IADLs). As shown in Figure 1, ADLs are limitations in routine, daily, personal care activities, such as eating or dressing. IADLs are limitations in more complex skills necessary to live independently, such as grocery shopping or money management.

LTSS Are a Range of Services and Supports Provided to People With Disabilities. LTSS are commonly grouped into three categories: (1) institutional care, such as skilled nursing facilities (SNFs); (2) home- and community-based services, such as outpatient facility-based services or paid in-home services, aimed at helping people with disabilities live in the least restrictive setting possible; and (3) informal, unpaid care that is often provided at home by a spouse or other family member.

Paying for LTSS

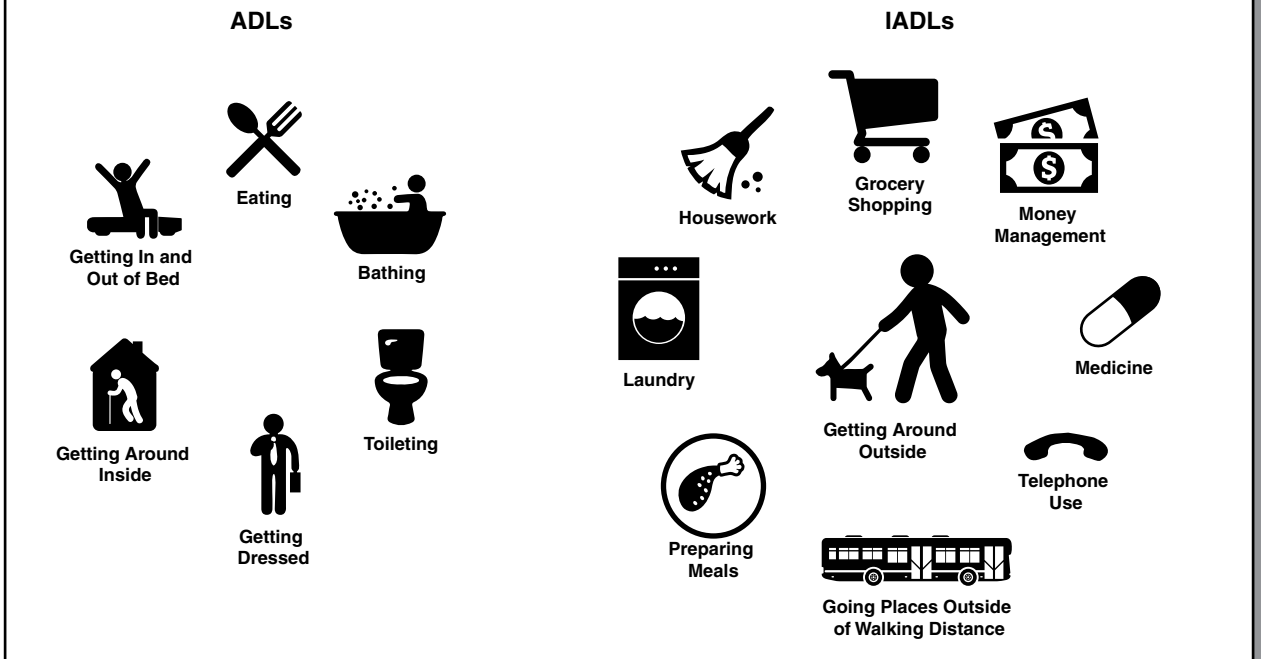
Payers of LTSS include the state and federal governments, private insurers, and individuals who pay out-of-pocket for their own LTSS. Within the state and federal governments, Medi-Cal and Medicare are the two main payers of LTSS.

Medicare Covers Limited LTSS. Medicare is the federal health insurance program for qualifying persons over age 65 and certain people with disabilities, and is overseen by the federal Centers for Medicare and Medicaid Services (CMS). As a contrast to Medi-Cal (discussed below), individuals are eligible for Medicare regardless of income. Medicare only pays for a limited amount of LTSS. For example, Medicare covers up to 100 days of long-term care in a SNF for individuals receiving skilled care, such as physical therapy, following a recent hospital stay of at least three days.

Medi-Cal Covers a Broader Range of LTSS. Medi-Cal—a joint federal-state health care program for low-income Californians—covers a much broader range of LTSS than Medicare. (Medi-Cal is California's Medicaid program.) The costs of Medi-Cal services are shared by the state

Figure 1

Activities of Daily Living (ADLs) and Instrumental Activities of Daily Living (IADLs)



and federal governments. Generally, the federal government pays for one-half of most Medi-Cal costs (although, in some circumstances the federal government pays for a larger amount of the costs), with the state paying the balance. Examples of LTSS covered by Medi-Cal include:

- ***In-Home Supportive Services (IHSS).*** The IHSS program provides personal care and domestic services to individuals to help them remain safely in their own homes.

- ***Community-Based Adult Services (CBAS).*** The CBAS program—sometimes referred to as "Adult Day Health Care"—is an outpatient, facility-based service program. Program participants live in their own homes, but attend a day program with services provided by a multidisciplinary staff, including: professional nursing services; physical, occupational, and speech therapies; mental health services; therapeutic activities; social services; personal care; meals and nutritional counseling; and transportation to and from the participant's residence.

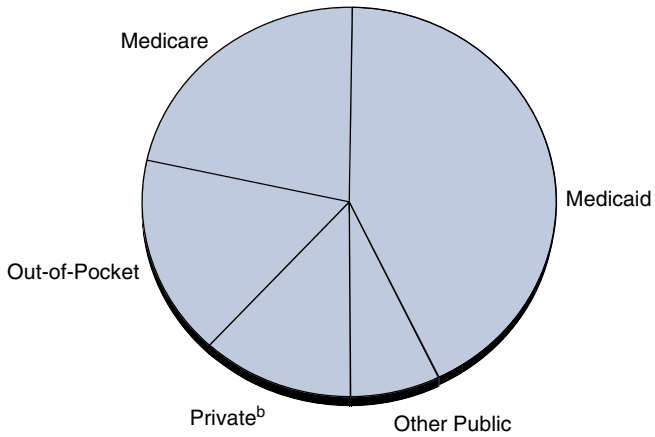
- ***Multipurpose Senior Services Program (MSSP).*** The MSSP benefit provides intensive case management and home visits for Medi-Cal recipients aged 65 or older who meet the eligibility criteria for a SNF but live outside of institutional settings.

- ***SNFs.*** SNFs provide nursing, rehabilitative, and medical care to facility residents. Generally, SNF residents receive their medical care and social services at the SNF.

Nationally, Medicaid Is the Largest Payer of LTSS. According to data from CMS on national health spending in 2013, Medicaid spending represented 43 percent of all LTSS spending nationally while Medicare spending accounted for 22 percent. Figure 2 shows national LTSS spending by payer in 2013 (such a breakout is not available for California). In California, the most recent analysis released by CMS indicates that Medi-Cal spending on LTSS was over $14 billion total funds in the 2012-13 federal fiscal year. This includes LTSS-related spending for the entire population served by Medi-Cal, including children, working-age adults, and seniors. An analysis by the Kaiser Family Foundation found that 42 percent of all LTSS spending in 2010 was for the senior population.

Figure 2

Medicaid Is the Largest Payer of Long-Term Supports and Services in the U.S.[a]



[a] Data are from 2013 and are based on an analysis by the Congressional Research Service.
[b] Includes private insurance and other private payers such as philanthropic support.

Informal, Unpaid Care Also an Important Part of LTSS. In addition to paid LTSS, a large amount of LTSS is provided through informal, unpaid care. This type of care is most often provided by spouses, adult children, or other relatives and may be in addition to paid LTSS. The AARP and the National Alliance on Caregiving estimate that nationwide 34.2 million adults (about 14 percent) served as an unpaid caregiver of an adult aged 50 or older in 2014. These unpaid caregivers spent an average of 24 hours per week providing care such as helping the recipient with ADLs and IADLs or communicating with health care professionals on the recipient's behalf. In California, more than 6 million adults provided informal care for a family member or friend in 2009 according to an analysis by the University of California Los Angeles. These caregivers provided an average of 21 hours of care per week.

CALIFORNIA'S POPULATION PROJECTED TO CHANGE SUBSTANTIALLY BETWEEN 2015 AND 2060

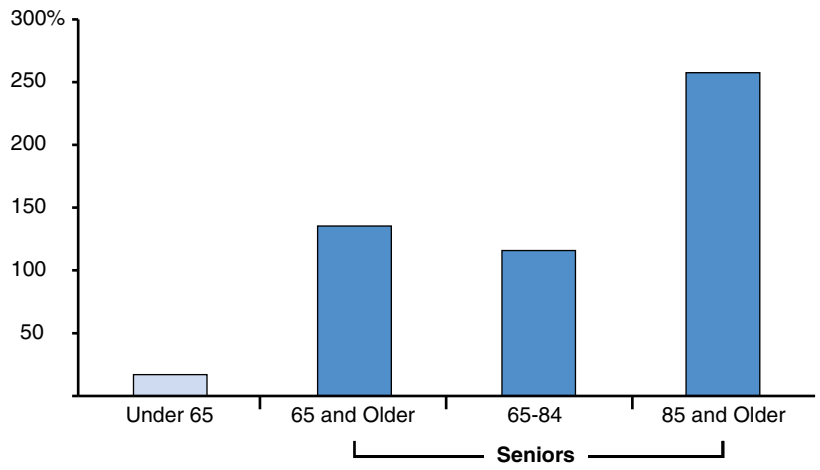
In this section, we provide an overview of the changing population characteristics in California through 2060. The information presented in this section is based on projections from the California Department of Finance and the United States Census Bureau and our analysis of data from the Current Population Survey (a survey of U.S. households that provides demographic and economic information about Americans). See the Appendix for a full list of data sources used in this analysis.

Senior Population Projected to Increase Over Twofold, With Largest Growth Among 85 and Older Population. In 2015, seniors represented 13 percent of California's population, but by 2060, seniors are projected to represent 24 percent of California's population. Over this period, the senior population is projected to increase more than twofold from 5.2 million to 12.2 million, while the under 65 population is projected to grow only 17 percent from 33.7 million to 39.5 million (see Figure 3). The largest growth of seniors during this time period is projected to occur among the population of seniors aged 85 and older. The number of seniors aged 85 and older is

Figure 3

Growth in Senior Population to Far Outpace Growth of Under 65 Population

Percent Change From 2015 to 2060



projected to increase over threefold from about 700,000 in 2015 to over 2.5 million in 2060. This corresponds to a projected increase in the share of seniors aged 85 and older from 14 percent in 2015 to 21 percent in 2060.

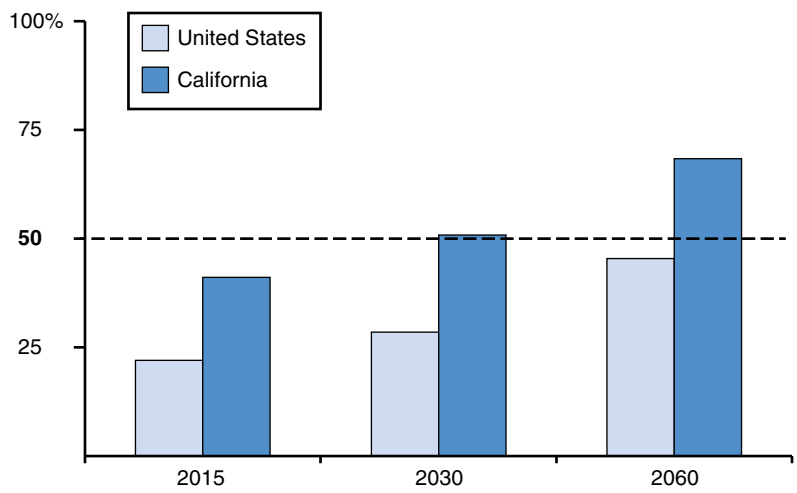
Ratio of Working-Aged Adults to Seniors Projected to Decrease by 50 Percent From 2015 to 2060. The projected rapid growth of the senior population relative to the rest of the population results in a projected decrease of roughly 50 percent in the ratio of working-aged adults to seniors by 2060. In 2015, there were 4.7 working-aged adults for every senior in California. By 2060, this ratio is projected to decrease to 2.3 working-aged adults for every senior. Researchers have suggested this may be problematic for the provision of informal care as there may be more seniors who need LTSS and fewer working-aged adults to provide informal care. We revisit this issue later in this report.

California's Senior Population Projected to Become Majority Nonwhite While National Senior Population Projected to Remain Majority White. Both in California and nationally, the share of the senior population that is nonwhite is projected to increase (see Figure 4). However, the nonwhite senior population is projected to become the majority in California well before this shift happens nationally. In California, the senior population is projected to shift from being majority white to majority nonwhite by 2030, while nationally, white seniors are projected to remain the majority through at least 2060. As discussed later in this report, rates of disability vary by race; therefore, this projected shift in demographics is likely to have an impact on the number of seniors with disabilities in California.

California's Senior Population May Be More Well-Educated if Current Trends Continue. Consistent with research at the national level, we find that the rate of adults in California attaining more than a high school education is increasing, as shown in Figure 5 (see next page). This has also translated into higher levels of education among seniors in California. Assuming these trends continue, California's senior population will be more highly educated in 2060 than in 2015. Rates of disability vary by education level, meaning that trends towards higher levels of education are important to consider when projecting the number of disabled seniors in the future. We discuss this further later in this report.

Figure 4

California's Senior Population Projected to Be Majority Nonwhite Much Sooner Than National Population



PROJECTIONS OF SENIORS WITH DISABILITIES IN CALIFORNIA FROM 2015 THROUGH 2060

In this section, we provide projections of the population of seniors with disabilities in California from 2015 through 2060. These projections assume current rates of disability remain constant for subgroups of the senior population. For example, the rate of disability for married Hispanic women who hold a high school degree and are between the ages of 65 and 84 is held constant. This means that any changes in population-wide levels of disability projected in our analysis result from projected changes in the size and demographics of the senior population as opposed to increases or decreases in disability rates. While we project the majority of the senior population will not be disabled in any given year from 2015 through 2060, we project there will be substantial growth in the population of seniors with disabilities during this time period as a result of changes in the size and demographic makeup of the senior population.

Disability Defined Based on Limitations in ADLs. For the remainder of this report, we define disability based on limitations in ADLs (see Figure 1 for a list of ADLs). We generally present results for seniors with limitations in one or more ADLs and for seniors with limitations in two or more ADLs. (We include results specific to seniors with limitations in two or more ADLs because in many cases individuals are required to have at least two ADL limitations to trigger private long-term care insurance benefits if they have such coverage.)

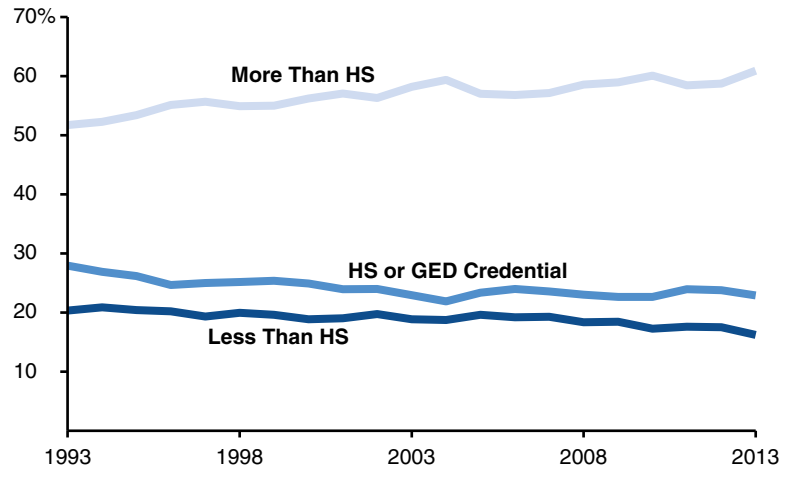
Substantial Increase in Number of Disabled Seniors, but Majority of Senior Population Not Disabled. The number of seniors in California with any ADL limitations is projected to increase from 1 million in 2015 to 2.7 million in 2060 (see Figure 6), although the vast majority of seniors in any given year from 2015 to 2060 are not projected to be disabled. Specifically, among the population of seniors projected to have a disability in 2060, about 1 million are projected to have one ADL limitation and about 1.7 million are projected to have two or more ADL limitations.

Population of Seniors With Disabilities Projected to Grow Faster Than Overall Senior Population. While California's overall senior

Figure 5

Adults in California Are Attaining Higher Levels of Education

Percent of Californians Aged 25 and Older



HS = high school.

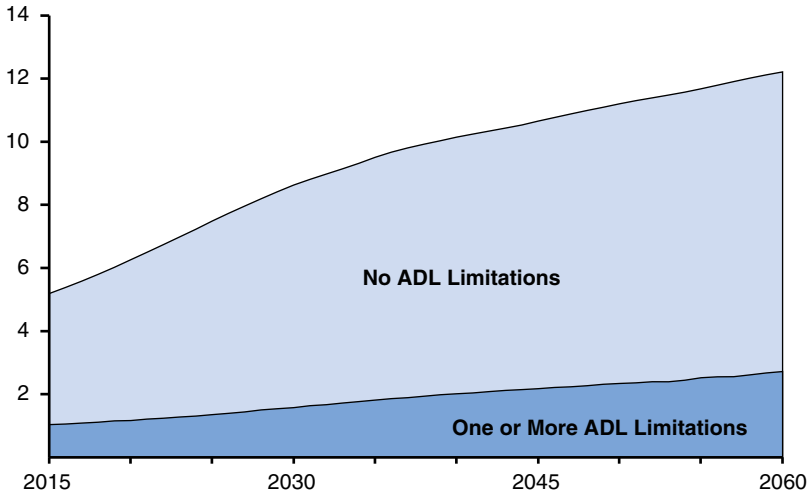
Note: Data from the Current Population Survey.

population is projected to grow by 135 percent from 2015 to 2060, the population of seniors with disabilities is projected to grow by 160 percent (see Figure 6). This is the net result of the factors discussed below. (We note that our results do not reflect a *causal* relationship between these characteristics and disability. We observe in current data that these relationships, such as the relationship between education and disability, exist and assume they continue going forward. We are not speculating as to why these relationships exist currently.)

Figure 6

Population of Seniors With Disabilities Projected to Increase Substantially by 2060

Californians Aged 65 and Older (In Millions)



ADL = activity of daily living.

- ***Share of Seniors Aged 85 and Older Is Projected to Increase, and Older Seniors Have Higher Rates of Disability.*** As the share of California's senior population that is aged 85 and older increases, this shift is likely to have an impact on the number of disabled seniors in California. Currently, rates of disability among seniors aged 85 and older are higher than among seniors aged 65 to 84. If this difference continues as the share of seniors aged 85 and older increases, there will be faster growth in the population of seniors with disabilities than the overall senior population.

- ***Senior Population Is Projected to Become More Nonwhite, and Nonwhite Population Has Higher Rates of Disability.*** As California's senior population shifts from being majority white to majority nonwhite, this will contribute to faster growth among the population of seniors with disabilities than the overall senior population (again assuming current rates of disability by race do not change). Currently, white seniors have lower rates of disability than Hispanic seniors and nonwhite, non-Hispanic seniors. (Data constraints prevent us from breaking out the nonwhite, non-Hispanic race category into additional groups.) As the population of nonwhite seniors grows, this contributes to faster growth in the population of seniors with one or more ADL limitations than the overall senior population.

- ***Share of Seniors With Higher Levels of Education Projected to Increase, and Rates of Disability Are Lower Among Those With Higher Education.*** Currently, rates of disability are lower among seniors who have attained more than a high school education than among seniors with

a high school or less-than-high-school education. (We note that education is considered to be a proxy for socioeconomic status.) Assuming this difference in rates of disability and current trends towards higher levels of educational attainment continue going forward, this will partially offset the impact of the trends in race and age on the growth of the senior population with disabilities. In other words, the growth rate of seniors with disabilities will not be as high as it would otherwise be absent this impact of increasing educational attainment.

Potential Increased Caregiving Role for Population of Seniors Without Disabilities. As discussed above, the ratio of working-aged adults to seniors is projected to decrease roughly 50 percent from 2015 to 2060. This may mean there are fewer caregivers available for seniors with disabilities. However, focusing only on working-aged adults ignores seniors without disabilities who may be able to provide care for their disabled spouses or other disabled relatives. A recent analysis by the National Academies of Sciences, Engineering, and Medicine found roughly one-third of family members who provided care to seniors were aged 65 or older in 2011. We project that the ratio of seniors without disabilities to seniors with disabilities in California will decrease only 13 percent from 4:1 in 2015 to 3.5:1 in 2060. This may suggest a greater role for seniors without disabilities in providing informal care over the next several decades.

PROJECTIONS OF LENGTH OF DISABILITY AMONG CALIFORNIANS TURNING 65 BETWEEN 2015 AND 2019

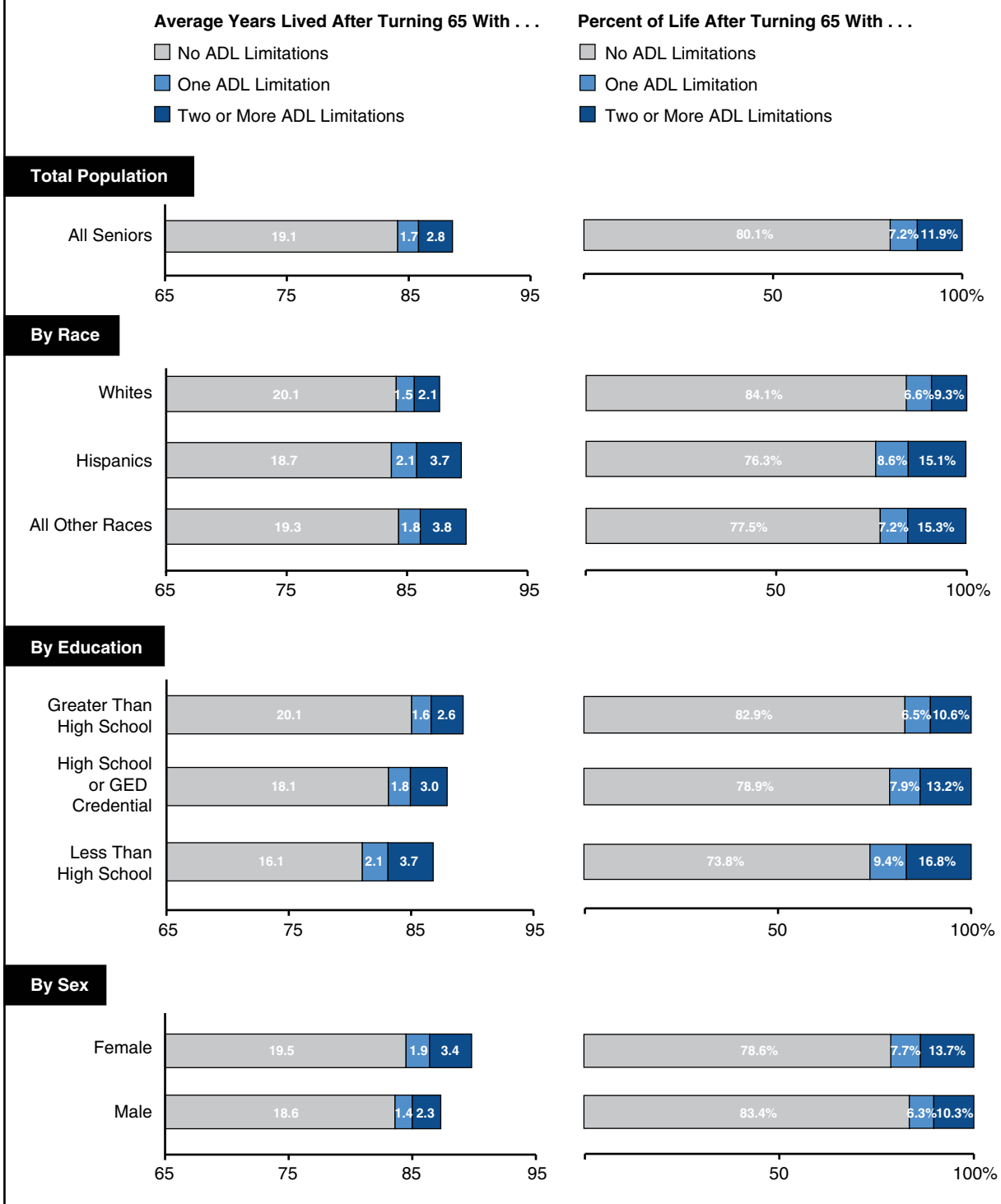
In this section, we provide projections of years lived with a disability for the cohort of Californians turning 65 between 2015 and 2019. These results reflect only this cohort as compared to the results presented in the prior section which reflect the full population of seniors in California in each year from 2015 through 2060. We focus on this cohort because we can generally observe their entire remaining life in our projections through 2060.

Disability Projections Among Californians Turning 65 Between 2015 and 2019

Throughout this section, we discuss projections depicted in Figure 7. The figure begins with results for the total senior population turning 65 between 2015 and 2019 and then breaks out the results for this cohort by race, education, and sex. The left column of Figure 7 depicts the average number of years lived after turning age 65 broken out by years lived with no ADL limitations, one ADL limitation, and two or more ADL limitations. For example, we project seniors in this cohort will spend an average of 19.1 years with no ADL limitations, 1.7 years with one ADL limitation, and 2.8 years with two or more ADL limitations. The right column of Figure 7 depicts the average percent of life after turning 65 broken out by no ADL limitations, one ADL limitation, and two or more ADL limitations. For example, we project seniors in this cohort will spend an average of 80.1 percent of life after turning 65 with no ADL limitations, 7.2 percent of life with one ADL limitation, and 11.9 percent of life with two or more ADL limitations.

Figure 7

Length of Time Lived With ADL Limitations Varies by Demographics Among Seniors Turning 65 Between 2015 and 2019



ADL = activity of daily living.

Seniors Turning 65 Between 2015 and 2019 Projected to Spend 4.5 Years and 19 Percent of Remaining Life With a Disability. On average, seniors turning 65 between 2015 and 2019 are projected to live for 23.6 years after age 65 and spend 4.5 of these years (about 19 percent) with one or more ADL limitations. This reflects an average of 1.7 years with one ADL limitation and 2.8 years with two or more ADL limitations. The average number of years lived with a disability varies based on demographics of the seniors in this cohort, as discussed below. While Figure 7 shows the average years lived with ADL limitations, not all seniors in this cohort are projected to have ADL limitations during their life after age 65. Twenty-three percent of seniors in this cohort are projected to spend no years with ADL limitations.

Nonwhite Seniors in This Cohort Projected to Live More Years With a Disability. While seniors on average in this cohort are projected to spend 4.5 years with any ADL limitations, the number of years lived with ADL limitations varies by race. White seniors in this cohort are projected to spend 3.6 years on average with ADL limitations, while Hispanic seniors are projected to spend 5.8 years on average with ADL limitations and nonwhite, non-Hispanic seniors are projected to spend 5.6 years on average with ADL limitations. (Data constraints prevent us from breaking out the nonwhite, non-Hispanic race category into additional groups.)

While nonwhite seniors are projected to live longer than white seniors in this cohort, nonwhite seniors are also projected to spend a larger share of life after age 65 with ADL limitations than white seniors. White seniors in this cohort are projected to live, on average, 15.9 percent of life after turning 65 with at least one ADL limitation, while Hispanic seniors and nonwhite, non-Hispanic seniors are projected to live 23.7 percent and 22.5 percent, respectively, of their life after turning 65 with at least one ADL limitation.

Seniors in This Cohort With More Than a High School Education Projected to Live Fewer Years With a Disability. The average number of years lived with a disability among seniors in this cohort also varies by educational attainment. Seniors turning 65 between 2015 and 2019 who have greater than a high school education spend fewer years on average with one or more ADL limitations than seniors with a high school degree or GED credential and seniors with less than a high school education (4.2 years vs. 4.8 years and 5.8 years, respectively).

Not only do seniors with more than a high school education live longer on average than their counterparts with less education, they are projected to spend a smaller share of their life after turning 65 with one or more ADL limitations on average than seniors with a high school degree or GED credential and seniors with less than a high school education (17.1 percent vs. 21.1 percent and 26.2 percent, respectively).

Female Seniors in This Cohort Are Projected to Live More Years With a Disability. Female seniors turning 65 between 2015 and 2019 are projected to live more years with a disability on average after turning 65 than male seniors in this cohort. Female seniors are projected to live 5.3 years on average with one or more ADL limitations while male seniors are projected to live 3.7 years on average with one or more ADL limitations.

Female seniors in this cohort are projected to live longer after turning 65 than male seniors on average, but female seniors are also projected to spend a larger share of life after turning 65 with one or more ADL limitations on average. Female seniors are projected to spend 21.4 percent of life after turning 65 with at least one ADL limitation on average compared to 16.6 percent of life after turning 65 lived with at least one ADL limitation on average among male seniors.

California Seniors Compared to Seniors Nationally

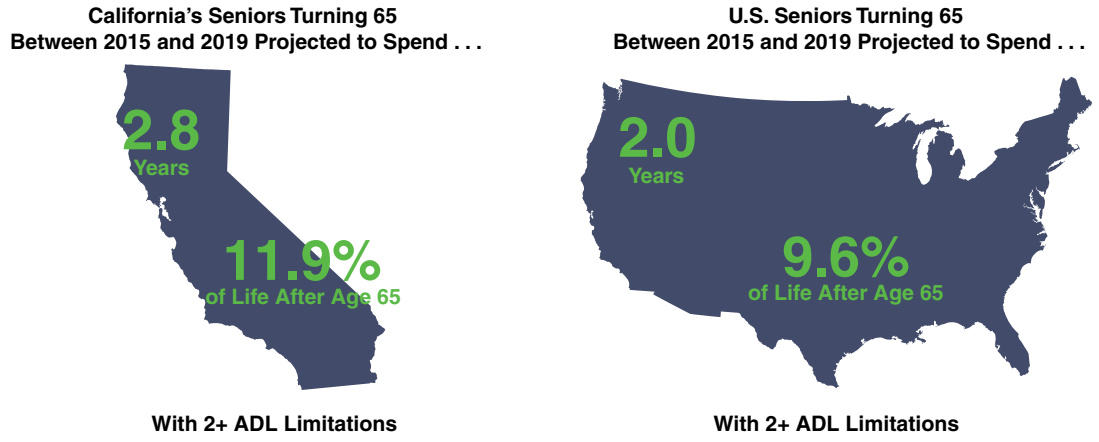
Compared to Seniors Turning 65 Between 2015 and 2019 Nationwide, California's Seniors Projected to Live More Years With Two or More ADL Limitations. Seniors in California turning 65 between 2015 and 2019 are projected to spend nearly one year longer on average with two or more ADL limitations than seniors nationally (see Figure 8). The Urban Institute projects that seniors nationwide will spend two years on average with two or more ADL limitations compared to our projection of 2.8 years on average for California's seniors. California's seniors in this cohort are also projected to spend a larger share of life after turning 65 with two or more ADL limitations than seniors nationally (11.9 percent vs. 9.6 percent).

CALIFORNIA-SPECIFIC PROJECTIONS ARE A NECESSARY FIRST STEP IN LTSS SYSTEM PLANNING

This analysis demonstrates the need for California-specific projections to inform the conversation around the future of the LTSS system as California's senior population grows over the next several decades. The national-level projections that provide information on disability levels (and the related issues of LTSS utilization and LTSS financing), while a useful starting point, are not sufficient to reflect California's unique population and LTSS system. As the Legislature, administration, and stakeholders continue to engage in planning for the impact of the growing senior population on the LTSS system, it is necessary to have projections that accurately reflect the uniqueness of California's population and current LTSS system to inform policymaking.

Figure 8

California's Seniors Projected to Spend More Years With a Disability Than Seniors Nationally[a]



[a] National projections are from the Urban Institute.

ADL = activity of daily living.

This report begins to fill the need for California-specific information by providing projections of disability among California's seniors through 2060. To further understand the impact of the aging California population on the LTSS system, it would also be useful to have projections of LTSS utilization and financing. However, such projections are not available at this time. Our office will assess the feasibility of producing such projections in the future subject to available data.

ADDITIONAL INFORMATION AVAILABLE ON LAO WEBSITE

In addition to the findings presented in this report, the LAO website (www.lao.ca.gov) contains additional resources based on our analysis including:

- A summary infographic that highlights key findings from our analysis.
- Supplemental results that provide additional details and explore results for additional subpopulations beyond what is in this report (for example, results are presented for nonwhite seniors who are married compared to nonwhite seniors who are not married).
- Future work that will be added to our website over time, including analyses that provide projections of California's population of seniors with disabilities under alternative scenarios in which rates of disability (1) decrease over time and (2) increase over time.

APPENDIX

Data Sources Used in This Analysis

- American Community Survey, 2013 1-year PUMS Data [Data file]. Washington, DC: U.S. Census Bureau, 2013. Available from the American FactFinder website: http://factfinder.census.gov
- Favreault, Melissa, and Judith Dey. (2015). *Long-Term Services and Supports for Older Americans: Risks and Financing.* Washington, DC: US Department of Health and Human Services, Office of the Assistant Secretary for Planning and Evaluation (ASPE). Retrieved from the ASPE website: https://aspe.hhs.gov/basic-report/long-term-services-and-supports-older-americans-risks-and-financing-research-brief
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- HRS Data (Version N) [Data file]. Santa Monica, CA: RAND Center for the Study of Aging with funding from the National Institute on Aging and the Social Security Administration, 2014. Available from the University of Michigan Health and Retirement Study website: http://hrsonline.isr.umich.edu/data/index.html
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LAO Publications

This report was prepared by Amber Didier and reviewed by Mark C. Newton. The Legislative Analyst's Office (LAO) is a nonpartisan office that provides fiscal and policy information and advice to the Legislature.

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SAN BENITO COUNTY
AGENDA ITEM
TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 36.

MEETING DATE: 1/24/2017

DEPARTMENT: HUMAN RESOURCES

DEPT HEAD/DIRECTOR: B. Thompson

AGENDA ITEM PREPARER: G. Cochran

SBC DEPT FILE NUMBER: 235.6

SUBJECT:

CLOSED SESSION - CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Allyson Hauck, Ray Espinosa, Joe Paul Gonzalez, Melinda Casillas, Georgia Cochran, and Steve Coffee

Employee Organizations:
Institutions Association
Law Enforcement Management
Management Employees Group (MEG)
SEIU Local 521 (General Unit)
Deputy Sheriff's Association
SEIU United Long Term Care Workers Local 6434
Unrepresented Employees (Confidential, Confidential Management, Appointment Department Heads)

Authority: California Government Code Section 54957.6
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:

BOARD ACTION RESULTS:

No reportable action.

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 37.

MEETING DATE: 1/24/2017

DEPARTMENT: COUNTY COUNSEL

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER:

SBC DEPT FILE NUMBER: 235.6

SUBJECT:

CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: Lantis-Ward (APN 020-280-050),
at 2100 Cienega Rd., Hollister, California

Agency Negotiator(s): Brent Barnes, RMA Director; Adam Goldstone, Capital Program Manager; Ray Espinosa, CAO; Matthew Granger, County Counsel, Barbara Thompson, Assistant County Counsel, and Shirley Murphy, Deputy County Counsel

Negotiating Parties: Dave Lantis

Under Negotiation: price and terms of payment

Authority: California Government Code section 54956.8.
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

BOARD ACTION RESULTS:

No reportable action.

ATTACHMENTS:

Description	Upload Date	Type
AIT - Closed Session - Conference with Real Property Negotiator	11/9/2015	Cover Memo

AGENDA ITEM TRANSMITTAL

TO: Board of Supervisors FROM: County Counsel's Office Matthew W. Granger, County Counsel	Agenda Time Estimates: Minutes or ☐ Consent	Leave Blank:	Date/Time Rec'd:
	CONTACT FOR INFORMATION: Name: Matt Granger Phone No: 636-4040		NUMBER OF CERTIFIED COPIES REQUIRED:

MEETING DATE: 11/17/15

(1) SUBJECT: CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

(2) BACKGROUND INFORMATION (If not summarized within this space provide a staff report instead, noting attachment):

CONFERENCE WITH REAL PROPERTY NEGOTIATOR:

Property: Lantis-Ward (APNs 020-280-050 & 020-280-053), at 2100 Cienega Rd., Hollister, California

Agency Negotiator(s): Brent Barnes, Resource Management Agency Director; Joe Horwedel, Interwest Consulting Group; Ray Espinosa, CAO; Matthew Granger, County Counsel, Barbara Thompson, Assistant County Counsel, and Shirley Murphy, Deputy County Counsel

Negotiating Parties: Dave Lantis

Under Negotiation: price and terms of payment

Authority: California Government Code section 54956.8

(3) OTHER AGENCY INVOLVEMENT:

A13..4700

(4) SUPPORTIVE DOCUMENTS RELATIVE TO THIS ITEM: ☐ Contract ☐ Resolution ☐ Ordinance ☐ Other:	(5) PREVIOUS RELEVANT BOARD ACTIONS ON THIS SPECIFIC ITEM:		
(6) FUNDING SOURCE(S):	(7) CURRENT YEAR COST: $	(8) ANNUAL OR PROJECT COST: $	(9) BUDGETED: ☐ YES ☐ NO

(10) WILL PROPOSAL REQUIRE ADDITIONAL PERSONNEL? ☐ YES ☒ NO If YES, STATE NUMBER: Permanent Limited Term

(11) RECOMMENDED ACTION(S):

Hold closed session.

Matthew Granger

SIGNATURE OF AGENCY OR DEPARTMENT AUTHORIZED REPRESENTATIVE

11-9-2015

DATE

CLERK'S USE ONLY

☐ APPROVED ☐ DENIED ☐ ADOPTED ☐ CONTINUED TO
☐ ACKNOWLEDGED ☐ ACCEPTED ☐ RESOLUTION NO. ☐ OTHER
☐ SET PUBLIC HEARING ☐ APPOINTED ☐ ORDINANCE NO. ☐ NO ACTION TAKEN

BY:

Deputy Clerk of the Board

DATE:

COPY ROUTING: ORIGINATING DEPT. - AUDITOR - COUNTY COUNSEL

REVISED: 12/3/12

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 38.

MEETING DATE: 1/24/2017

DEPARTMENT: COUNTY COUNSEL

DEPT HEAD/DIRECTOR: Matthew W. Granger, County Counsel

AGENDA ITEM PREPARER: Shirley L. Murphy, Deputy County Counsel

SBC DEPT FILE NUMBER: 235.6

SUBJECT:

CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Subdivisions (a) and (d)(1) of Government Code Section 54956.9
Name of Case: County of San Benito v. Heirs of Cowden, et al., Superior Court of California, County of San Benito, Case No. CU-16-00202
SBC FILE NUMBER: 235.6

AGENDA SECTION:

Closed Session - P.M.

BACKGROUND/SUMMARY:

CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Subdivisions (a) and (d)(1) of Government Code Section 54956.9

Name of Case: County of San Benito v. Heirs of Cowden, et al., Superior Court of California, County of San Benito, Case No. CU-16-00202

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Hold closed session.

ADDITIONAL PERSONNEL:

BOARD ACTION RESULTS:

No reportable action.

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 39.

MEETING DATE: 1/24/2017

DEPARTMENT: COUNTY COUNSEL

DEPT HEAD/DIRECTOR: Matthew W. Granger, County Counsel

AGENDA ITEM PREPARER: Shirley L. Murphy, Deputy County Counsel

SBC DEPT FILE NUMBER: 235.6

SUBJECT:

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: 1
SBC FILE NUMBER: 235.6

AGENDA SECTION:

Closed Session - P.M.

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

CURRENT FY COST:

STAFF RECOMMENDATION:

Hold closed session.

ADDITIONAL PERSONNEL:

BOARD ACTION RESULTS:

No reportable action.

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 40.

MEETING DATE: 1/24/2017

DEPARTMENT: COUNTY COUNSEL

DEPT HEAD/DIRECTOR: Matthew Granger

AGENDA ITEM PREPARER: Barbara Thompson

SBC DEPT FILE NUMBER:

SUBJECT:

CLOSED SESSION - PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: County Counsel
Authority: California Government Code 54957
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:

BOARD ACTION RESULTS:

No reportable action.

ATTACHMENTS:

Description	Upload Date	Type
CAO Evaluation	10/30/2015	Cover Memo

AGENDA ITEM TRANSMITTAL

TO: BOARD OF SUPERVISORS
FROM: Ray Espinosa

Agenda Time Estimates: Minutes or ☐ Consent	Leave Blank:	Date/Time Rec'd:
15	235.6	10/26/15

CONTACT FOR INFORMATION:
Name: Ray Espinosa
Phone No: (831) 636-4000

NUMBER OF CERTIFIED COPIES REQUIRED:

MEETING DATE: November 3, 2015

(1) SUBJECT: CLOSED SESSION AGENDA - Performance Evaluation - County Administrative Officer

(2) BACKGROUND INFORMATION (If not summarized within this space provide a staff report instead, noting attachment):

Closed Session

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: County Administrative Officer
Authority: California Government Code 54957

(3) OTHER AGENCY INVOLVEMENT:

None

(4) SUPPORTIVE DOCUMENTS RELATIVE TO THIS ITEM:
☐ Contract ☐ Resolution
☐ Ordinance ☐ Other:

(5) PREVIOUS RELEVANT BOARD ACTIONS ON THIS SPECIFIC ITEM:

(6) FUNDING SOURCE(S):	(7) CURRENT YEAR COST:	(8) ANNUAL OR PROJECT COST:	(9) BUDGETED:
n/a	$	$	☐ YES ☐ NO

(10) WILL PROPOSAL REQUIRE ADDITIONAL PERSONNEL? ☐ YES ☒ NO If YES, STATE NUMBER: Permanent Limited Term

(11) RECOMMENDED ACTION(S):

Hold Closed Session.

SIGNATURE OF AGENCY OR DEPARTMENT AUTHORIZED REPRESENTATIVE

DATE 10/26/15

CLERK'S USE ONLY

☐ APPROVED ☐ DENIED ☐ ADOPTED ☐ CONTINUED TO
☐ ACKNOWLEDGED ☐ ACCEPTED ☐ RESOLUTION NO. ☐ OTHER
☐ SET PUBLIC HEARING ☐ APPOINTED ☐ ORDINANCE NO. ☐ NO ACTION TAKEN

BY:
Deputy Clerk of the Board

DATE:

COPY ROUTING: ORIGINATING DEPT. - AUDITOR - COUNTY COUNSEL

16

Revised: 9/26/2013

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

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District Two

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District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number:

MEETING DATE: 1/24/2017

DEPARTMENT: CLERK OF THE BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER:

SBC DEPT FILE NUMBER:

SUBJECT:

Adjourn to the next regular meeting of Tuesday, February 7, 2017.

AGENDA SECTION:

Next Meeting Date/Time

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

ADDITIONAL PERSONNEL: