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

February 7, 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 Muenzer	Jaime De La Cruz
District No. 1	District No. 2 Vice - Chair	District No. 3	District No. 4	District No. 5 Chair

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

REGULAR MEETING AGENDA - POSTED AND FINAL
February 7, 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 Mark Medina, District #1.

b. Acknowledge Certificate of Posting

Certificate of Posting.

c. **Presentations and Recognitions**

BOARD OF SUPERVISORS
Present Certificate of Recognition to Judith Ann Cain for her 20 years serving on the Behavioral Health Advisory Board.
SBC FILE NUMBER: 156

BOARD OF SUPERVISORS
Present Certificate of Recognition to Frank Perez for his receipt of the Armenian Genocide Education Award.
SBC FILE NUMBER: 156

BOARD OF SUPERVISORS
Present Proclamation to San Benito County LULAC Council celebrating their 88th Anniversary and proclaiming February 12-18, 2017 as "San Benito County LULAC Week".
SBC FILE NUMBER: 430

BOARD OF SUPERVISORS
Present Certificate of Appreciation to Bill Regents, Owner of Dunneville Market for his contribution and generosity to the residents of San Benito County during an emergency situation.
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. **BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO**
Approve Reappointment of Randy Brown to the Behavioral Health Board for the term of July 9, 2016 to July 9, 2019.
SBC FILE NUMBER: 810

2. **RESOURCE MANAGEMENT AGENCY - B. BARNES**
Approve and adopt the plans and specifications for Emergency Levee Repair work.
SBC FILE NUMBER: 750

3. **BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO**
Receive Annual Behavioral Health Board 2014- 2015(Two Year) Report on County Mental Health Services. (Informational Item Only)
SBC FILE NUMBER: 810

4. **COUNTY CLERK/AUDITOR/RECORDER-ELECTIONS DEPARTMENT - J. P. GONZALEZ**
Approve the Budget Augmentation in the amount of $45,000.00 for the County

Elections budgeted revenues and expenditures. (4/5 vote)
SBC FILE NUMBER: 285

5. **COUNTY CLERK/AUDITOR/RECORDER-ELECTIONS DEPARTMENT - J. P. GONZALEZ**
Approve contract with PARC Corp LLC Accounting Services for the period of February 7, 2017 through June 30, 2017 in the amount of $69,093.00; Approve the attached Budget transfer from the Salaries and Benefits budget object to the Services and Supplies budget object in the amount of $69,000.00.
SBC FILE NUMBER: 608

6. **COUNTY COUNSEL'S OFFICE - M. GRANGER**
Approve Step Increase for Hourly Temporary Legal Secretary I employed by the County Counsel's Office since April 2014.
SBC FILE NUMBER: 160

7. **DISTRICT ATTORNEY'S OFFICE - C. HOOPER**
New Grant Award for the Victim Witness Program in the total amount of $187,808. The grant covers 2 years, and is available in the amount of $93,904 for FY 16/17. (4/5 vote).
SBC FILE NUMBER: 205

8. **DISTRICT ATTORNEY'S OFFICE - C. HOOPER**
Additional FY 16/17 Grant Funding - Accept the additional funds made available to the Victim Witness Program for FY 16/17 in the amount of $39,654.00. (4/5 vote)
SBC FILE NUMBER: 205

9. **DISTRICT ATTORNEY'S OFFICE - C. HOOPER**
Approval and authorization to sign a 60 month Leasing and Maintenance Contract with U.S. Bank Equipment Finance at $245.77 per month for a Konica Minolta Bizhub 654e digital MFP Copier and two (2) Fujitsu fi-7160 Scanners and Service agreement in the amount of $55.00 per month with MBS.
SBC FILE NUMBER: 205

10. **HEALTH AND HUMAN SERVICE AGENCY - J. RYDINGSWORD**
Approve new appointment of Mr. James Dion to the Workforce Development Board for a three year term effective February 7, 2017 through February 4, 2020.
SBC FILE NUMBER: 130

11. **HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**
Approve re-appointment of Mr. Richard Bianchi to the Workforce Development Board for a three year term, effective February 7, 2017 through February 7, 2020.
SBC FILE NUMBER: 130

12. **HUMAN RESOURCES - G. COCHRAN**
Adopt a resolution approving a side letter with the Management Employees Group (MEG) to provide 5% assignment pay for the Program Manager assigned to the Eligibility Division in the Health and Human Services Agency.
SBC FILE NUMBER: 630
RESOLUTION NO: 2017-3

13. **HUMAN RESOURCES - G. COCHRAN**
Receive status report of "frozen" vacation balances of unrepresented employees.
SBC FILE NUMBER: 630

14. **HUMAN RESOURCES - G. COCHRAN**
Approve the amendment to the County's Class Title and pay Plan for the Chief Building Official.
SBC FILE NUMBER: 790

15. **RESOURCE MANAGEMENT AGENCY - B. BARNES**
Approve the reclassification of a Parks & Maintenance Worker Position from Migrant Camp to a Building and Grounds Maintenance Worker I/II and transfer the position to the Resource Management Agency.
SBC FILE NUMBER: 105.3

16. **RESOURCE MANAGEMENT AGENCY - B. BARNES**
Approve contract with 4Leaf, Inc. for Plan Check and Building Official Services for the period of February 15, 2017 to February 14, 2018, in an amount not to exceed $120,000.00.
SBC FILE NUMBER: 790

17. **TREASURER-TAX COLLECTOR- M. L. ANDRADE**
Approve authorization for the Tax Collector to Sell Tax Defaulted property by Internet Auction on April 28, 2017, April 29, 2017, April 30, 2017, and May 1, 2017, and to re-offer any property that is not sold on May 1, 2017 at a reduced minimum price.
SBC FILE NUMBER: 685.2

18. **COUNTY COUNSEL - M. GRANGER**
Approve a 15 year Agreement Affecting Real Property relating to the County's use of the property at 1161 San Felipe Road, the site of the County's new Community Services Center in exchange for release of all claims related to the County's purchase of the site.
SBC FILE NUMBER: 160

REGULAR AGENDA

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

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

19. **RESOURCE MANAGEMENT AGENCY - B. BARNES**
Adopt a Resolution approving the Joint Powers Agreement establishing the Monterey Bay Community Power (MBCP) Authority, authorizing the Board of Supervisors to execute the agreement on behalf of the County of San Benito, and adopting California Environmental Quality Act (CEQA) exemption findings; introduce an Ordinance authorizing the implementation of a Community Choice Aggregation program in the County of San Benito; direct staff to move forward on discussions and participation for San Benito County's share of the credit guarantee; and, appoint two representatives of the Board of

Supervisors to serve as primary and alternate members on the newly formed Monterey Bay Community Power Board of Directors.
SBC FILE NUMBER: 105
RESOLUTION NUMBER: 2017-6

20. **HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**
Adopt Resolution appointing Dr. Gail Newel M.D. as County Public Health Officer.
SBC FILE NUMBER: 130
RESOLUTION NO: 2017-4

21. **OFFICE OF EMERGENCY SERVICES - K. O'NEILL**
1. Receive report from the Office of Emergency Services; (2) Adopt Resolution Recognizing the Continuing Proclamation of a Local Emergency in San Benito County; and (3) Adopt Resolution Ratifying Letting of Contracts to Remediate Local Emergency, Confirming County Administrator's Authority to Enter Into Emergency Contracts Under Public Contracts Code 22050, Finding that there is a Need to Continue Emergency Action Action; and Finding Repair Work Exempt from CEQA As An Emergency Project. **(4/5 vote required)**

SBC FILE NUMBER: 75.5
RESOLUTION NO: 2017-5

22. **RESOURCE MANAGEMENT AGENCY - B. BARNES**
Receive report from staff and provide direction regarding the condition of the pedestrian tunnel located adjacent to the Babe Ruth field at Veterans Memorial Park.
SBC FILE NUMBER: 127

23. **RESOURCE MANAGEMENT AGENCY - B. BARNES**
Receive report from staff and provide direction regarding funding strategies for the anticipated shortfall on the Jail Expansion Project.
SBC FILE NUMBER: 120.5

24. **RESOURCE MANAGEMENT AGENCY - B. BARNES**
1) Introduce and waive reading of an Ordinance Levying Special Taxes within County of San Benito Community Facilities District No. 2015-1 (Santana Ranch CFD); and
2) Continue consideration of the Ordinance to the February 21, 2017 meeting of the Board of Supervisors.
SBC FILE NUMBER: 790

25. **BOARD OF SUPERVISORS**
Receive update on status of Grand Jury report for 2015-2016.
SBC FILE NUMBER: 605

26. **BOARD OF SUPERVISORS**
Appoint Animal Control Ad Hoc Sub-Committee.
SBC FILE NUMBER: 156.

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.)

27. **CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
    Property: Graniterock (APNs 020-280-012, 021-100-003, 021-110-001, 021-110-014, 020-320-006, 020-160-015 & 020-160-014), near Hospital 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: Aaron Johnston, Graniterock

    Under Negotiation: price and terms of payment

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

28. **CLOSED SESSION PURSUANT TO SECTION 54956.95: LIABILITY CLAIMS**
    Name of Claimant: Richard Boomer
    Agency claimed against: San Benito County (member of Trindel Insurance Fund)
    Claim No.: CTIF-236148 & CTIF-236308

    Name of Claimant: Wes Walker
    Agency claimed against: San Benito County (member of Trindel Insurance Fund)
    Claim No.: CTIF-239733
    SBC FILE NUMBER: 235.6

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

30. **CLOSED SESSION-CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**
    Significant Exposure to litigation pursuant to Section 54956.9: Number of Cases: (1)
    Closed session is authorized by Section 54956.9(d)(2), (e)(1).
    SBC FILE NUMBER: 235.6

ADJOURNMENT

Adjourn to the next regular meeting of Tuesday, February 21, 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: 2/7/2017

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 Mark Medina, District #1.

AGENDA SECTION:

Pledge of Allegiance

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

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: 2/7/2017

DEPARTMENT: CLERK OF THE BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER:

SBC DEPT FILE NUMBER:

SUBJECT:

Certificate of Posting.

AGENDA SECTION:

Acknowledge of 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	1/30/2017	Cover Memo

SAN BENITO COUNTY
BOARD OF SUPERVISORS
CERTIFICATE OF POSTING

Pursuant to Government Code Section #59454.2(a), the agenda for the San Benito County Board of Supervisors meeting of February 7, 2017 was posted on the 3rd day of February, 2017 at 5:00 p.m., at the following locations, freely accessible to the public:

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

and

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

I, CHASE GRAVES, certify under penalty of perjury, that the foregoing is true and correct.

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:

MEETING DATE: 2/7/2017

DEPARTMENT: CLERK OF THE BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR: Chase Graves

AGENDA ITEM PREPARER: Janet Slibsager

SBC DEPT FILE NUMBER: 156

SUBJECT:

BOARD OF SUPERVISORS
Present Certificate of Recognition to Judith Ann Cain for her 20 years serving on the Behavioral Health Advisory Board.
SBC FILE NUMBER: 156

AGENDA SECTION:

Presentations and Recognitions

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Present Certificate of Recognition to Judith Ann Cain for her 20 years serving on the Behavioral Health Advisory Board.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Certificate of Recognition	1/30/2017	Certificate of Recognition

CERTIFICATE OF APPRECIATION

Presented to

Judith Ann Cain

For your Contribution and Invaluable Service to the Behavioral Health Advisory Board for 20 years

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

February 7, 2017

Mark Medina

Jerry Muenzer

Jaime De La Cruz, Chair

Anthony Botelho, Vice Chair

Robert Rivas

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
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JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number:

MEETING DATE: 2/7/2017

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 Frank Perez for his receipt of the Armenian Genocide Education Award.
SBC FILE NUMBER: 156

AGENDA SECTION:

Presentations and Recognitions

BACKGROUND/SUMMARY:

Frank Perez has been a Social Science teacher at San Benito High School for many years. This year he was awarded the Armenian Genocide Education Award by the Armenian National Committee of America - Western Region's Education Committee. Mr. Perez is being honored for his commitment in educating students about crimes against humanity, and shaping an empathetic, informed and tolerant generation. Mr. Perez has had his articles on the subject published in both the Mercury News and Benitolink.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Present Frank Perez with the Certificate of Recognition.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Certificate of Recognition - F. Perez	1/30/2017	Cover Memo

CERTIFICATE OF RECOGNITION

Presented to

Frank Perez

2017 Armenian Genocide Education Award Recipient

WITH PROFOUND GRATITUDE FOR YOUR OUTSTANDING DEDICATION AND COMMITMENT TO THE EDUATION OF SAN BENITO HIGH SCHOOL STUDENTS

Congratulations From The
SAN BENITO COUNTY BOARD OF SUPERVISORS

February 7, 2017

Jaime De La Cruz, Chair

Mark Medina

Anthony Botelho, Vice-Chair

Robert Rivas

Jerry Muenzer

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
District Three

JERRY MUENZER
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JAIME DE LA CRUZ
District Five

Item Number:

MEETING DATE: 2/7/2017

DEPARTMENT: CLERK OF THE BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR: Chase Graves

AGENDA ITEM PREPARER: Janet Slibsager

SBC DEPT FILE NUMBER: 430

SUBJECT:

BOARD OF SUPERVISORS
Present Proclamation to San Benito County LULAC Council celebrating their 88th Anniversary and proclaiming February 12-18, 2017 as "San Benito County LULAC Week".
SBC FILE NUMBER: 430

AGENDA SECTION:

Presentations and Recognitions

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Present Proclamation to San Benito County LULAC Council celebrating their 88th Anniversary and proclaiming February 12-18, 2017 as "San Benito County LULAC Week".

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Proclamation	1/30/2017	Proclamation

SAN BENITO COUNTY
BOARD OF SUPERVISORS

Mark Medina	Anthony Botelho	Robert Rivas	Jerry Muenzer	Jaime De La Cruz
District 1	District 2	District 3	District 4	District 5

PROCLAMATION CELEBRATING LULAC's 88TH ANNIVERSARY

WHEREAS, 88 years ago, the founders of the League of United Latin American Citizens, better known as LULAC, joined together to establish an organization that would become the largest, oldest and most successful Hispanic civil rights and service organization in the United States; and

WHEREAS, since its inception on February 17, 1929 in Corpus Christi, Texas, LULAC has championed the cause of Hispanic Americans in education, employment, economic development and civil rights; and

WHEREAS, LULAC has developed a comprehensive set of nationwide programs fostering educational attainment, job training, housing, scholarships, citizenship, and voter registration; and

WHEREAS, LULAC members throughout the nation have developed a tremendous track record of success advancing the economic condition, educational attainment, political influence, health and civil rights of the Hispanic population of the United States; and

WHEREAS, LULAC has adopted a legislative platform that promotes humanitarian relief for citizens and immigrants, increased educational opportunities for our youth, and equal treatment for all in the United States and its territories including the Commonwealth of Puerto Rico; and

WHEREAS, this year, the League of United Latin American Citizens will celebrate eighty-eight years of community service to increase educational opportunities and improve the quality of life for Americans; and

WHEREAS, San Benito county LULAC Council #2890 was formed on October 17, 1987 and this year celebrates 30 years of existence which include many achievements and accomplishments in our community including scholarship grants totaling over $165,000; and

WHEREAS, the focus of the San Benito County LULAC Council is focused on the education of our future leaders, therefore LULAC formed the Youth Council in 1989 and the Collegiate Council in 2000.

NOW, THEREFORE, BE IT PROCLAIMED, by the San Benito County Board of Supervisors that the week of February 12-18, 2017 be designated as **"San Benito County LULAC Week"** and that the citizens of San Benito County are asked to join the LULAC Membership in observing the organization's eighty-eight years of service and the outstanding contributions LULAC has made to our country.

In witness of the approval of this proclamation by the Board of Supervisors of San Benito County on this 7th day of February, 2017.

_____

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

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: 2/7/2017

DEPARTMENT: CLERK OF THE BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR: Chase Graves

AGENDA ITEM PREPARER: Janet Slibsager

SBC DEPT FILE NUMBER: 156

SUBJECT:

BOARD OF SUPERVISORS
Present Certificate of Appreciation to Bill Regents, Owner of Dunneville Market for his contribution and generosity to the residents of San Benito County during an emergency situation.
SBC FILE NUMBER: 156

AGENDA SECTION:

Presentations and Recognitions

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Certificate of Appreciation	1/31/2017	Cover Memo

CERTIFICATE OF APPRECIATION

Presented to

Bill Regents
Dunneville Market

For your Contribution and Generosity to the residents of San Benito County during a time of an emergency

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

February 7, 2017

Jaime De La Cruz, Chair

Mark Medina

Anthony Botelho, Vice-Chair

Robert Rivas

Jerry Muenzer

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

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District Four

JAIME DE LA CRUZ
District Five

Item Number: 1.

MEETING DATE: 2/7/2017

DEPARTMENT: BEHAVIORAL HEALTH

DEPT HEAD/DIRECTOR: Alan Yamamoto

AGENDA ITEM PREPARER: Alan Yamamoto

SBC DEPT FILE NUMBER: 810

SUBJECT:

BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO
Approve Reappointment of Randy Brown to the Behavioral Health Board for the term of July 9, 2016 to July 9, 2019.
SBC FILE NUMBER: 810

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

This is a request to approve the reappointment of Randy Brown as a County Behavioral Board (BHB) public interest member. The County BHB has voted to approve the reappointment of Randy Brown 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 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 program, including government operated and proprietary programs. The BHB functions as a consolidated Mental Health and Substance Abuse Board. Randy Brown is being recommended for reappointment by the BHB as a public interest, District 1, BHB Board appointment.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

0

STAFF RECOMMENDATION:

1) Approve the appointment of Randy Brown as a public interest member to the Behavioral Health Board effective July 9, 2016. The term of the appointment to expire July 9, 2019.

ADDITIONAL PERSONNEL: No

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

ROBERT RIVAS
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District Four

JAIME DE LA CRUZ
District Five

Item Number: 2.

MEETING DATE: 2/7/2017

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: Brent Barnes

AGENDA ITEM PREPARER: Barbara Thompson

SBC DEPT FILE NUMBER:

SUBJECT:

RESOURCE MANAGEMENT AGENCY - B. BARNES
Approve and adopt the plans and specifications for Emergency Levee Repair work.
SBC FILE NUMBER: 750

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Approximately 140' of levee has been breached in the north part of the County due to the significant recent winter storms which caused flooding, emergency evacuations, and significant damage to homes and other property in the area. This levee break necessitates emergency repair work to prevent flooding in the area as further detailed in the regular agenda item before the Board of Supervisors from the Office of Emergency Services.

Currently, plans and specifications are being developed by the Resource Management Agency, and are not available at the time of the publication of this agenda. If such specifications are finalized before Tuesday, February 7, 2017, they will be presented to the Board of Supervisors for approval. If not available by February 7, 2017, this item will be removed from the agenda.

BUDGETED:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

It is respectfully recommended that the Board of Supervisors :

1. Approve and adopt the plans and specifications for emergency levee repair work.

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

MARGIE BARRIOS
District One

ANTHONY BOTELHO
District Two

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District Three

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District Four

JAIME DE LA CRUZ
District Five

Item Number: 3.

MEETING DATE: 2/7/2017

DEPARTMENT: BEHAVIORAL HEALTH

DEPT HEAD/DIRECTOR: Alan Yamamoto

AGENDA ITEM PREPARER: Alan Yamamoto

SBC DEPT FILE NUMBER: 810

SUBJECT:

BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO
Receive Annual Behavioral Health Board 2014- 2015(Two Year) Report on County Mental Health Services. (Informational Item Only)
SBC FILE NUMBER: 810

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

California W&I Code 5604.2 requires that the Local Mental Health Board (MHB) submit annually a report to the governing body on the needs and performance of the County's mental health system. Because the County Mental Health Department and County Substance Abuse Treatment Services are a consolidated County Behavioral Health Department the local Mental Health and Substance Abuse Boards function as a merged local Behavioral Health Board. The Behavioral Health Board fulfills the responsibilities of a Mental Health and Substance Abuse Board. One of the mandated responsibilities is to produce an annual report on local mental health services for the Board of Supervisors.

The Behavioral Health Board has recently completed their report of the County's mental health and substance abuse treatment services. Because the Behavioral Health Boards production of the report

has involved a lengthy process, they have chosen to combine the report as a two (2) year report which includes the year 2014 and 2015. The Behavioral Health Board has requested that the Behavioral Health Director on their behalf forward this report to the Board of Supervisors.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

0

STAFF RECOMMENDATION:

Receive Annual Behavioral Health Board 2014- 2015(Two Year) Report on County Mental Health Services. (Informational Item Only)

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Behavioral Health Board Report 2014-15	1/24/2017	Other

BEHAVIORAL HEALTH BOARD
ANNUAL ROPORT FOR 2014 & 2015

1. Role of the Behavioral health Board

The San Benito County Mental Health Board and Substance Abuse Board merged in 2008 to become the Behavioral Health Board. Each county in California has a Mental Health Board or Commission that advises its governing body and local mental health department on issues concerning the public mental health system. The San Benito County Mental Health Board was established in 1975.

The mission of the Behavioral Health Board of San Benito County is to "Review and evaluate the community's mental health needs and make recommendations to the Department of Behavioral Health, so the department in turn will be able to provide the means for individuals and their families affected by mental illness and serious emotional disturbances to achieve the highest quality of life. Furthermore, the board will make every effort to reduce the stigma associated with mental illness."

Passed as part of the Bronzan-Mcorquodale Act of 1991, "The mission of California's mental health system shall be to enable persons experiencing severe and disabling mental illnesses and children with serious emotional disturbances to access services and programs that assist them, in a manner tailored to each individual, to better control their illness, to achieve their personal goals and to develop skills and supports leading to their living the most constructive and satisfying lives possible in the least restrictive available settings."

State law pertaining to the mental health component of the board is provided in California's Welfare & Institutions code section 5604 et seq. The board's duties, as defined on Chapter 1374, Statutes of 1992, Section 5604.2 of the Welfare & Institutions Code shall be:

1. Review and evaluate the community's mental health needs, services, facilities and special problems.
2. Review any county agreements entered into pursuant to the W & I code 5650.
3. Advise the governing body and the local mental health director as to any aspect of the local mental health program.
4. Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process.
5. Submit an annual report to the governing body on the needs and performance of the county's mental health system.
6. Review and make recommendations on applicants for the appointment of local director of mental health services. The board shall be included in the selection process prior to the vote of the governing body.
7. Review and comment on the county's performance outcome data and communicate its findings to the California Mental Health Planning Council.
8. Assess the impact of the realignment of services from the state to the county, on services delivered to clients in the local community.
9. Members of the board shall abstain from voting on any issue in which the member has a financial interest as defined in Section 87103 of the Government Code.

2. Meeting Dates, Times and Locations

Dates for meetings are scheduled for the third (3) Thursday of every month at 12:00 - 1:30 pm. No meeting is scheduled for the month of August. November and December meetings are combined as a holiday potluck luncheon held in December. Any meeting date may be subject to change upon Behavioral Health Board approval. Meetings are held in the conference room of the county's Behavioral Health Agency in Hollister.

3. Board Structure

The Mental Health Board is established under the authority of W & I code, with section 5604(a) outlining the board composition requirements for counties. This statute states each board shall consist of 10 to 15 members, though counties with a population of less than 80,000 may have a minimum of five members. At least 20% of the board membership shall be consumers and at least 20% should be family members (parents, spouses, siblings or adult children of consumers, who are receiving or have received mental health services). These two categories combined must comprise at least 50% of the board. Counties with a population under 80,000 that elect to have a board exceed the five-member minimum must comply with the percentages stated above. One member of the board must be a member of the Board of Supervisors, and there must be at least the same number of members on the Mental Health Board as there is on the Board of Supervisors. The board membership should reflect the ethnic diversity of the client population of the county.

The term of each member shall be for three years. The governing body shall equitably stagger appointments so approximately one-third of the appointments expire each year. No member of the board or their spouse shall be an employee of the county mental health service, an employee of the State Department of Mental Health or an employee of or a paid member of the governing body of a mental health contract agency. The quorum for the board shall be one person more than one-half of the appointed members.

The San Benito County Behavioral Health Board membership for 2014-2015 was comprised of the following members:

1. Christine Harwood, co-chair
2. Judith Cain, co-chair
3. Randy Brown
4. Kim Dryden
5. Margie Barrios, Board of Supervisors
6. Thomas Keylon
7. Sherry Holmquest
8. Rosa Apodaca
9. Pat Loe

4. Board Staff and Clerical Support

The staff and Clerical support for the work of the Board is supplied by the San Benito County Behavioral Health Department.

5. Attendance

Board members who miss more than three meetings in a twelve month period without notice to the chair submitted in advance of the meeting shall be dropped from membership. They shall be advised by letter after two absences without advance notification.

For attendance see Exhibit's A and B.

6. Trainings and Meetings

In 2014 and 2015, the Board continued to focus on issues pertaining to mental health and substance abuse within the county and region by instigation and /or participating in local and state meetings, and tracking pending State legislation /proposals / executive orders regarding mental health.

Meetings and trainings attended by board members in 2014/2015 included the following:

January - June 2014: No Trainings attended
July 2014: Judy Cain - Mental Health First Aid Class
August - November: No Trainings attended
December 2014: Thomas Keylon - Law Enforcement Training: How to deal with Veterans in Crisis.

January - June 2015: No Trainings attended
July 13, 2015: Pat Lowe, Margie Barrios, Kim Dryden, Sherry Holmquest: Data Notebook 2015 for California Mental Health Board and Commissions
August 2015: Margie Barrios: RCRC Social Media & How it Affects Families and Schools

7. Current Programs 2014 - 2015

Mental Health

SBCBH continues efforts to increase outreach to the older adult population through outreach at the **Jovenes de Antano Senior Center** and in partnership with **Meals on Wheels.** This senior center focuses on serving Latino seniors, and SBCBH continues to provide individual therapy in Spanish utilizing the LCSW contract provider. This contract provider sees clients at the senior center as well as provides home visits as needed.

SBCBH has increased the outreach activities to Cal-Works recipients. Our substance abuse and mental health staff provide educational presentations during the Cal-Works orientations on a regular basis. Our clinicians continue to provide group therapy at our local domestic violence center - **The Emmaus House**.

Our Full Service Partnership **(FSP)** Program has become established and well-integrated into our service delivery system. The on-call FSP Team Members take their responsibilities seriously and immediately respond to all requests for services. The Children and Adult teams discuss FSP clients on a weekly basis and as needed.

The Esperanza Center: This wellness center, located in downtown Hollister, allows for increased visibility and access to mental health services in a non-traditional venue. There is opportunity to increase outreach to the homeless population, as well as other community members who visit the center. The TAY (Youth) Program has flowered with newly added activities and the establishment of Peer Mentors, and Adult cooking and art classes have also been added to the center's programs.

Substance Abuse Prevention Programs

Friday Night Live & Club Live: Focus is to form youth/adult partnerships with young people, providing programs rich in opportunities and support, so young people will be less likely to engage in problem behaviors and more likely to achieve in school and more likely to attend higher education or secure a full-time job. The vision is to work hand-in-hand with young people so they are both problem free and fully prepared.

Leadership & Resiliency Program: This is a school and community based program for high school students. It enhances youths' internal strengths and resiliency while preventing involvement in substance abuse and violence.

Communities Mobilizing for change on Alcohol: This program is designed to reduce teens' access to alcohol by changing community policies and practices. It communicates a clear message to the community that underage drinking is inappropriate and unacceptable. The goals are to eliminate illegal alcohol sales to minors, obstruct the provision of alcohol to youth and ultimately reduce alcohol use by teens. It employs a range of social-organizing techniques to address legal, institutional, social and health issues related to underage drinking. The **Red Ribbon Event** is a part of this program. The related activities include a race, an art poster and calendar competition, and merchant awards for those merchants who refuse to sell alcohol to anyone under 21 years of age.

Substance Abuse Treatment Programs:

With SBCBH's Substance Abuse Program manager, the **Intensive Outpatient Treatment Program and Drug Court** have been implemented. On an on-going basis the manager interfaces with the Probation Department and the court system.

Drug Treatment Court (Adult): The participants of this program are convicted felons or misdemeanants. The program's primary purpose is to provide access to treatment for substance-abusing offenders while minimizing the use of incarceration by providing structure. This would include linking supervision and treatment with on-going judicial oversight and team management.

AB109/Sober Living Environment (Cal-EMA RSAT Grant): This program meets the needs of persons returning to the community by delivering evidence-based treatment services; supportive services through Peer Mentors, transportation and provision of role models to clients to help achieve positive outcomes. The SLE provides stable and supportive housing for clients.

8. Accomplishments for 2014-2015

1. Child Welfare Services and Behavioral Health staff have been working collaboratively to implement Katie A services. We have fully implemented this program, frequently hold Child and Family Team (CFT) meetings, and have greatly improved our collaboration across these two agencies.

2. SBCBH has strengthened services through the development of a Sober Living Environment (SLE) home, hired a new manager, and provided strong oversight and leadership to improve client outcomes. We are also discussing the possibility of opening a second SLE home. This program is developed in collaboration of the Department of Probation and the Sheriff's Department.

3. Services have been expanded and improved for both Transition Age Youth (TAY) and adults with a dual diagnosis by offering a TAY Group and an Adult Group at the Esperanza Center.

4. The Drug Medi-Cal Program has been expanded and received recertification approval with the Department of Health Care Services (DHCS), inclusive of the certification to operate new programs due to the expansion of the ACA benefits for Substance Use Disorders treatment.

5. Behavioral Health is working closely with law enforcement to implement Crisis Intervention Training (CIT) in our county. Staff have attended an Annual International Conference on CIT to support this effort. In addition, Mental Health First Aid trainings were provided in San Benito County by CIMH contracted expert trainers to various partnering agency staff, consumers, family members, community members, and Behavioral Health Board members.

9. Future Goals

1. Expand the number of Full Service Partnership clients.

2. Continue to recruit and hire bilingual / bicultural mental health clinicians.

3. Expand the range of services for persons with co-occurring mental health and substance use disorders.

4. Continue to develop opportunities for creating volunteer and employment positions at Behavioral Health for persons with lived experience.

5. Continue to monitor the development of the ACA implementation and determine to what extent service provider expansion may be required.

6. Continue to collaborate with the County Administration and Board of Supervisors committee on a building project, to potentially acquire a larger office building for Behavioral Health, using MHSA Capital Facilities funding.

7. Continue to implement components of our Electronic Health Records system by purchasing a scanner and training staff to scan all components of the charts into the Electronic Health Records.

8. Expand opportunities to train staff and community members to reduce stigma and promote a

healthy community. Strategies include utilizing social media to reduce mental health stigma and to engage clients and other consumers in mental health services and supports, focusing on wellness, recovery, and resiliency. CalMHSA-funded marketing activities will also be utilized, such as "Know the Signs," as part of May Is Mental Health Month.

9. Work closely with our local community hospital, Hazel Hawkins Hospital, to expedite services for psychiatric clients who need crisis response and / or psychiatric hospitalization. Coordination with the local ambulance services is also a focus.

10. Partner with CHISPA to obtain affordable Housing for clients.

Exhibit A

Behavioral Health Board Membership Attendance – 2014
A= Absent E= Excused

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov/Dec	
Chris Harwood	E	E	P	E	P	P	E		Resigned	N/A	N/A	
Randy Brown	P	E	P	P	E	P	P		E	P	P	
Rosemary Apodaca	N/A	N/A	N/A	N/A	P	P	P	No	P	E	E	
Margie Barrios	P	P	P	P	E	E	P	Meeting	P	P	P	
Judy Cain	P	E	P	P	E	E	E	in	P	E	P	
Kim Dryden	E	P	E	E	P	P	P	Aug	P	P	P	
Sylvia Delay	E	P	P	P	P	E	P		E	N/A	N/A	
Thomas Keylon	P	P	P	A	A	E	E		P	E	P	
Pat Loe	N/A	N/A	N/A	N/A	N/A	N/A	N/A		P	P	P	

Exhibit B

Behavioral Health Board Membership Attendance – 2015

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov/Dec	
Rosemary Apodaca	E	P	E	P	P	E	P		P	P	P	
Randy Brown	P	E	P	P	E	E	P	No	P	E	P	
Margie Barrios	E	P	P	E	P	P	P	Meeting	P	P	P	
Judy Cain	P	E	E	P	P	E	P	in August	P	P	P	
Kim Dryden	E	E	P	E	P	P	P		E	P	E	
Thomas Keylon	P	P	E	E	E	E	P		E	E	Resigned	
Pat Loe	E	P	P	E	P	P	P		P	P	E	
Sherry Holmquist	P	P	P	P	E	P	P		P	P	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: 4.

MEETING DATE: 2/7/2017

DEPARTMENT: COUNTY CLERK-AUDITOR-RECORDER ELECTIONS

DEPT HEAD/DIRECTOR: Joe Paul Gonzalez

AGENDA ITEM PREPARER: Joe Paul Gonzalez

SBC DEPT FILE NUMBER: 285

SUBJECT:

COUNTY CLERK/AUDITOR/RECORDER-ELECTIONS DEPARTMENT - J. P. GONZALEZ
Approve the Budget Augmentation in the amount of $45,000.00 for the County Elections budgeted revenues and expenditures. (4/5 vote)
SBC FILE NUMBER: 285

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Election printing and postage costs increased significantly from original projections due to the number of Statewide Propositions exceeding projections by four-fold. The forty-five thousand dollars ($45,000) of additional expenditures will be recouped with additional charges for election services well in excess of this amount. The request is to augment the budget expenditures and revenues by forty-five thousand dollars ($45,000).

BUDGETED:

No

SBC BUDGET LINE ITEM NUMBER:

101.20.1115.1000

CURRENT FY COST:

STAFF RECOMMENDATION:

Authorize the augmentation of the County Elections budgeted revenues and expenditures by forty-five thousand dollars ($45,000). (4/5 vote)

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Budget Augmentation Form	1/19/2017	Cover Memo

COUNTY OF SAN BENITO
OPERATING BUDGET ADJUSTMENT/TRANSFER

Please Indicate Type:

Fiscal Year: FY2016-17

Department: COUNTY ELECTIONS

Org Key: 101.20.1115.1000

- [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)

Appropriation Increases:

Org Key:	Object No:	Description	Exp. Decrease/ Revenue Increase Revenues	Exp. Increase/ Revenue Decrease Expenditures
101.20.1115.1000	561.703	Charges for Election Services	$ 45,000	$
	619.250	Special Dept. Expense		$ 45,000.00
Total			$ 45,000	$ 45,000

Transfers of Existing Appropriations:

Org Key:	Object No:	Description	From	To
			$	$
Total			$	$

Comments: This augmentation authorizes the additonal printing and postage expenditures associated with the 2-card instead of 1-card ballot. These costs will be included in the charges to the jurisdictions using elections services and will result in increased revenue to the Elections budgetary unit. The original estimate of Statewide Propositions was exceeded by four times.

Submitted: Department Head/Authorized Signature — Date: January 19, 2017

Verification of Sufficient Funds: Auditor-Controller — Date: January 19, 2017

Approval: Administrative Officer — Date: 1/19/17

Approval by Board of Supervisors

Attested:
Clerk of the Board: _____ Date _____

Vote: _____ Yes _____ No

AUDITOR USE ONLY

Budget Adjustment No: _____

Date Batch Input Completed: _____

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

Revised: 1/19/2017 LL

COUNTY OF SAN BENITO
OPERATING BUDGET ADJUSTMENT/TRANSFER

Please Indicate Type:

Fiscal Year: FY2016-17

Department: COUNTY AUDITOR

Org Key: 101.20.1145.1000

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

Appropriation Increases:

Org Key:	Object No:	Description	Exp. Decrease/ Revenue Increase Revenues	Exp. Increase/ Revenue Decrease Expenditures
101.20.1145.1000	610.101	Salary and Benefits	$ 69,000	$
	619.212	Accounting Services		$ 69,000.00
Total			$ 69,000	$ 69,000

Transfers of Existing Appropriations:

Org Key:	Object No:	Description	From	To
			$	$
Total			$	$

Comments: This augmentation authorizes the transfer of budgeted expenditures from the Salary and Benefit budget object to the Services and Supplies budget object level This budget transfer is needed to accommodate proposed accounting reconciliation services.with PARC Corp.LLC.

Submitted: Joe Paul Gonzales — Department Head/Authorized Signature — February 2, 2017 Date

Verification of Sufficient Funds: Joe Paul Gonzales — Auditor-Controller — February 2, 2017 Date

Approval: [signature] — Administrative Officer — 2/2/17 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: _____ _____

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

Revised: 2/2/2017 LL

CONTRACT

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

1. Duration of Contract.

This contract shall commence on 02/07/2017, and end on 06/30/2017, 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. CONTRACTOR agrees to furnish and transport all necessary labor, materials, tools, implements, and appliances required to perform and finish completely the services specified in Attachment A in a workmanlike manner, to the satisfaction and approval of COUNTY.

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. If at any time during the Contract, COUNTY desires to add to, alter, deviate from, or make omissions from the Services to be performed COUNTY shall be at liberty to do so and the same shall in no way affect or make void this Contract. Any such alteration, deviation, or omission that decreases or increases the cost of the services to be provided shall be agreed on in writing. This Contract shall be held to be completed when the services are finished in accordance with Attachment A as amended by such changes.

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 and professional liability are waived due to the scope of duties of contractor.
(b) Comprehensive motor vehicle liability insurance: minimum required by state

6. Termination.

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

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

☐ There are no additional provisions to this contract.

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

8. **Information about Contract Administrators.**

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

Contract Administrator for COUNTY:		**Contract Administrator for CONTRACTOR:**	
Name:	Joe Paul Gonzalez	**Name:**	Nimrat Johal
Title:	County Clerk/Auditor/Recorder	**Title:**	Chief Operations Officer
Address:	440 Fifth Street, Rm. 206 Hollister, California 95023	**Address:**	6754 Bernal Avenue, STE 740-207 Pleasanton, CA 94566
Tel. No.:	831-636-4016	**Tel. No.:**	**(925)699 8750**
Fax No.:	831-636-2939	**Fax No.:**	

Federal Tax ID or Social Security Number:

47-4881394

SIGNATURES

APPROVED BY COUNTY:

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

Date:

APPROVED BY CONTRACTOR:

Name: Nimrat Johal

Date: 2/2/17

APPROVED AS TO LEGAL FORM:
Matt Granger
County Counsel

By: Matthew Granger

Date: 2-3-2017

ATTACHMENT A
Scope of Services

The CONTRACTOR, for the COUNTY'S benefit, shall provide the following reconciliation Service as set forth in the attached letter from PARC Corp LLC dated January 30, 2017 to Joe Paul Gonzalez, County Clerk, Auditor & Recorder:

Parc Corp LLC
Business Consulting

6754 Bernal Avenue, Ste 740-207, Pleasanton, CA 94566
(925) 699 8750

January 30, 2017

Joe Paul Gonzalez
County Clerk, Auditor and Recorder
County Of San Benito
481 Fourth Street, Second Floor
Hollister, CA 95023

Dear Joe Paul,

It was a pleasure meeting you to discuss the issues surrounding cash reconciliations of the Schools clearing accounts under the umbrella of the San Benito County Superintendent of Schools. Thank you for your interest in contracting with Parc Corp for the provision of such services.

Parc Corp (Parc) was established to bring the best available talent and capabilities to our governmental clients in need of professional support. We provide consulting services in the areas of finance, process realignment, technology, and project management to government organizations. Our services mobilize the right people, skills and technologies to help organizations improve their performance.

As a Minority and Woman Owned Small Business, PARC is committed to excellence and creating innovative and flexible solutions for our Local, State and Federal clients.

Core Capabilities

Our technology experts and business professionals deliver a combination of practical, technical and regulatory expertise that ensures creative solutions to each project. Our professionals analyze, research, design and implement solutions in the areas of:

- Process streamlining
- Internal Control and Compliance
- Finance and Business Operations
- Contract and Project Management

County of San Benito Services

Our Services focus on integrated solutions designed to incorporate industry best practices into business processes and management strategies. In relation to the issues discussed during our meeting, we propose the following services:

- Reconcile the Schools Accounts Payable clearing account for fiscal years 2003-04 through 2015-16 including identification of:
  - Accurate month-end balances for each month of the fiscal year,
  - Accurate outstanding warrants at the end of each period,
  - Accurate voided and state-dated warrants and
  - Appropriate fund coding.
- Reconcile the Schools Payroll clearing account for fiscal years 2003-04 through 2015-16 including identification of:
  - Accurate cash balances at each period end
  - Accurate voided and state-dated warrants
  - Accurate Direct Deposit rejects
  - Appropriate fund coding
- If requested, participate in meetings with bank and stakeholders
- If requested, perform an operations review of the bank associated desks and make recommendations to ensure compliance with Government Code §26905 and 27061

Fees

Our normal fees are billed at the hourly rate of 120 per hour. The estimated hours for this project amount to 853. Total projected fees are expected to be $102,360 before Government client and flat fee discounts. There is a 25% reduction in fees for government clients and an additional 10% discount for flat fee arrangements. The government flat fee total for this project will be **$69,093**.

Thank you for giving Parc Corp the opportunity to do business with your entity. We will need a quick turnaround on this since time is of the essence if we are to try and finish by June 30th. Please feel free to contact me regarding any questions you may have.

Sincerely,

Nimrat Johal
Chief Operations Officers
Parc Corp LLC

http://www.parccorpllc.com

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. Invoice to contain supporting details of the individual number of hours worked and associated rate.

☐ Upon the complete performance of the services specified in Attachment A.

☐ The basis specified in paragraph B-4.

B-2. PAYMENT
Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION
COUNTY shall pay to CONTRACTOR: *(check one)*

☐ a total lump sum payment of $ _____, or

☒ a total sum not to exceed $ 69,093.00

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

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

☒ There are no additional terms of compensation.

☐ The following specific terms of compensation shall apply: *(Specify)*

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 no 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 polices 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 the contract within thirty (30) days of 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 give 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 their performance of this contract, are independent contractors in relation to COUNTY, and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

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

C-10. COMPLIANCE WITH APPLICABLE LAWS.

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

C-11. NONDISCRIMINATION.

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

C-12. BANKRUPTCY

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

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

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

C-14. NEGOTIATED CONTRACT.

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

C-15. SEVERABILITY.

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

C-16. ENTIRE CONTRACT.

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

C-17. TIME IS OF THE ESSENCE.

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

C-18. TERMINATION

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

C-19. NOTICES

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

(a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or

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

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

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

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

C-21. MATERIALITY.

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

C-22. WAIVER.

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

C-23. AUTHORITY AND CAPACITY.

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

C-24. BINDING ON SUCCESORS.

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 CONTRACTORS'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 singe 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 the 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: 6.

MEETING DATE: 2/7/2017

DEPARTMENT: COUNTY COUNSEL

DEPT HEAD/DIRECTOR: Matt Granger

AGENDA ITEM PREPARER: Barbara J. Thompson

SBC DEPT FILE NUMBER:

SUBJECT:

COUNTY COUNSEL'S OFFICE - M. GRANGER
Approve Step Increase for Hourly Temporary Legal Secretary I employed by the County Counsel's Office since April 2014.
SBC FILE NUMBER: 160

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The Office of the County Counsel is requesting approval of a step increase for the position of the Hourly Temporary Legal Secretary I currently working in the County Counsel's Office, from 13.1/C ($18.05) to 13.1/D ($18.95).

Normally step increases are provided to regular employees on an annual basis upon satisfactory performance; however, the personnel rules do not provide guidance on step increase for temporary employees. As a result, in the past, there has been precedent for such increases being approved by the Board of Supervisors.

The employee has been employed as a temporary employee since April 23, 2014 and has not received a step increase during that period of time.

This action would result in increased base wage not to exceed $894.00/year, assuming that the employee works a full 960 hours allowed by CALPERS as a CALPERS retiree. Actual hours worked has been always been significantly less than 960 per year.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

Approximately $360

STAFF RECOMMENDATION:

It is respectfully recommended that the Board of Supervisors approve the step increase for the Hourly Temporary Legal Secretary I, from 13.1/C to 13.1/D, effective the beginning of the next full pay period.

ADDITIONAL PERSONNEL: No

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: 2/7/2017

DEPARTMENT: DISTRICT ATTORNEY

DEPT HEAD/DIRECTOR: CANDICE HOOPER

AGENDA ITEM PREPARER: MELINDA CASILLAS

SBC DEPT FILE NUMBER: 205

SUBJECT:

DISTRICT ATTORNEY'S OFFICE - C. HOOPER
New Grant Award for the Victim Witness Program in the total amount of $187,808. The grant covers 2 years, and is available in the amount of $93,904 for FY 16/17. (4/5 vote).
SBC FILE NUMBER: 205

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

In January 2017, CalOES awarded San Benito County an additional grant for victim witness services in the total amount of $187,808. This grant, which is a mirror of the current victim witness grant serves to add additional funds over a period of two years. In FY 16/17, the amount available is $93,904, with the same amount to be allocated in FY 17/18. This grant will fund an additional position for its duration, along with various expenses for the program.
The Victim Witness program currently has a staff of 1.5 FTE.

BUDGETED:

No

SBC BUDGET LINE ITEM NUMBER:

251.45.2980.1000.551.101

CURRENT FY COST:

STAFF RECOMMENDATION:

1. Accept the additional grant from CalOES in the amount of $187, 808.
2. Add a 1.0 FTE Victim Witness Advocate I/II (Limited Term) with an expiration date of June 30, 2018.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
GRANT AWARD	1/26/2017	Cover Memo
BUDGET ADJUSTMENT	1/26/2017	Cover Memo

EDMUND G. BROWN JR.
GOVERNOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

MARK S. GHILARDUCCI
DIRECTOR

January 5, 2017

Patricia Salcedo, Program Coordinator
San Benito County
419 Fourth Street
Hollister, CA 95023-3840

Subject: **NOTIFICATION OF APPLICATION APPROVAL**
County Victim Services Program
Subaward #: XC16 01 0350, Cal OES ID: 069-00000

Dear Ms. Salcedo:

Congratulations! The California Governor's Office of Emergency Services (Cal OES) has approved your application in the amount of $187,808, subject to Budget approval. A copy of your approved subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt.

This subaward is subject to the Cal OES Subrecipient Handbook. You are encouraged to read and familiarize yourself with the Cal OES Subrecipient Handbook, which can be viewed on Cal OES website at www.caloes.ca.gov.

Any funds received in excess of current needs, approved amounts, or those found owed as a result of a close-out or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Should you have questions on your subaward please contact your Program Specialist.

VSPS Grants Processing

16/17 $ 93,904

17/18 $ 93,904

Enclosure

c: Subrecipient's file

3650 SCHRIEVER AVENUE • MATHER, CALIFORNIA 95655
VICTIM SERVICES & PUBLIC SAFETY BRANCH
TELEPHONE: (916) 845-8112 • FAX: (916) 636-3770

(Cal OES Use Only)							
Cal OES#	069.00000.16	FIPS#	069.00000	VS #		Subaward #	XC16 01 0350

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES), makes a Grant Subaward of funds set forth to the following:

1. Subrecipient: County of San Benito **1a. DUNS#:** 069115202

2. Implementing Agency: District Attorney's Office **2a. DUNS#:** 069115202

3. Implementing Agency Address: 419 Fourth Street (Street) Hollister (City) 95023-3840 (Zip+4)

4. Location of Project: Hollister (City) San Benito (County) 95023-3840 (Zip+4)

5. Disaster/Program Title: County Victim Services (XC) Program **6. Performance Period:** 7/01/16 to 06/30/18

7. Indirect Cost Rate: ☐ N/A; ☑ 10% de minimis; ☐ Federally Approved ICR _____%

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
2015	8. VOCA		$ 187,808			$ 46,952	$ 46,952	$ 234,760
Select	9. Select						$ 0	$ 0
Select	10. Select						$ 0	$ 0
Select	11. Select						$ 0	$ 0
Select	12. Select						$ 0	$ 0
	TOTALS	$ 0	$ 187,808	$ 187,808	$ 0	$ 46,952	$ 46,952	12. G Total Project Cost: $ 234,760

13. This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. Official Authorized to Sign for Subrecipient: **15. Federal Employer ID Number:** 946000530

Name: Patricia Salcedo Title: Program Coordinator

Telephone: (831) 634-1397 (area code) FAX: (831) 636-4010 (area code) Email: PSalcedo@cosb.us

Payment ~~Mailing~~ Address: 481 Fourth Street City: Hollister Zip+4: 95023-3840

Signature: P. Salcedo Date: December 6, 2016

[FOR Cal OES USE ONLY]

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

Cal OES Fiscal Officer 01/03/17 Date Sara Stillwell 1/3/17 Cal OES Director (or designee) Date

Yr: 2016-17 / Chapter: 23/ PCA No: 18405
Item: 0690-102-0890 Component: 40.20.451
FAIN #: 2015-VA-GX-0058 CFDA#: 16.575
Federal Award Dates: 10/01/14-09/30/18
Fund: Federal Trust
Program: **County Victim Services Program**
Match Req.: 20%, C/IK based on TPC
Project No.: 15VOCA Amount: $ 187,808

CALIFO. .IA GOVERNOR'S OFFICE OF EM..RGENCY SERVICES
SUPPLEMENTAL GRANT SUBAWARD INFORMATION

1. **Cal OES Contact Information Section:**
   Governor's Office of Emergency Services
   Mark S. Ghilarducci, Director
   3650 Schriever Avenue
   Mather, CA 95655
   (916) 845-8506 phone • (916) 845-8511 fax

2. **Federal Awarding Agency Section:**

Fund Year	Federal Program Fund / CFDA #	Federal Awarding Agency	Total Federal Award Amount	Total Local Assistance Amount
2015	Victims of Crime Act (VOCA) / 16.575	Office for Victims of Crime	$232,722,931	$223,414,013
Choose an item.	Choose an item.	Choose an item.	$	$
Choose an item.	Choose an item.	Choose an item.	$	$
Choose an item.	Choose an item.	Choose an item.	$	$
Choose an item.	Choose an item.	Choose an item.	$	$

3. **Project Description Section:**

   - Project Acronym (Please choose from drop down):
     County Victim Services Program (XC)

   - Project Description (Please type the Project Description):

Provides one-time federal VOCA funding to each of California's 58 counties and the City of Los Angeles to help fill self-identified victim services gaps/needs.

4. **Research & Development Section:**

   - Is this Subaward a Research & Development grant? Yes ☐ No ☒

SPECIAL CONDITION

Grant Subaward No: XC16 01 0350 is hereby approved with the following condition:

- **The 2015 VOCA funds in the amount of $ 187,808 must be expended by June 30, 2018 and the final 2-201 must be submitted by August 31, 2018. This reduces the liquidation period to 60 days.**

Failure to comply with these requirements may result in the withholding and disallowance of grant payments, the reduction or termination of the Grant Subaward and/or the denial of future grant funds.

PROJECT CONTACT INFORMATION

Subrecipient: County of San Benito Subaward #: XC16 01 0350

Provide the name, title, address, telephone number, and e-mail address for the project contacts named below. **NOTE: If you use a PO Box address, a street address is also required for package delivery and site visit purposes.**

1. The **Project Director** for the project:

Name: Patricia Salcedo Title: Program Coordinator

Telephone #: 831-634-1397 Fax#: 831-634-1398 Email Address: psalcedo@cosb.us

Address/City/Zip: 419 Fourth Street, Hollister, CA 95023-3840

2. The **Financial Officer** for the project:

Name: Joe Paul Gonzalez Title: County Auditor

Telephone #: 831-636-4090 Fax#: 831-635-9340 Email Address: jpgonzalez@cosb.us

Address/City/Zip: 481 Fourth Street, Hollister, CA 95023-3840

3. The **person** having **Routine Programmatic** responsibility for the project:

Name: Patricia Salcedo Title: Program Coordinator

Telephone #: 831-634-1397 Fax#: 831-634-1398 Email Address: psalcedo@cosb.us

Address/City/Zip: 419 Fourth Street, Hollister, CA 95023-3840

4. The **person** having **Routine Fiscal Responsibility** for the project:

Name: Melinda Casillas Title: Management Analyst-Budget

Telephone #: 831-634-4000 Fax#: 831-636-4010 Email Address: mc@cosb.us

Address/City/Zip: 481 Fourth Street, Hollister, CA 95023-3840

5. The **Executive Director** of a Community Based Orgranization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:

Name: Candice Hooper Title: District Attorney

Telephone #: 831-636-4120 Fax#: 831-636-4126 Email Address: chooper@cosb.us

Address/City/Zip: 419 Fourth Street, Hollister, CA 95023-3840

6. The **Official Designated** by the Governing Board to enter into the Grant Subasward for the City/County or Community-Based Organization, as stated in Section 14 of the Grant Subaward Face Sheet:

Name: Patricia Salcedo Title: Program Coordinator

Telephone #: 831-634-1397 Fax#: 831-634-1398 Email Address: psalcedo@cosb.us

Address/City/Zip: 419 Fourth Street, Hollister, CA 95023-3840

7. The **chair** of the **Governing Body** of the subrecipient:

Name: Robert Rivas Title: Chair, Board of Supervisors

Telephone #: 831-636-4000 Fax#: 831-636-4010 Email Address: supervisors@cosb.us

Address/City/Zip: 481 Fourth Street, Hollister, CA 95023-3840

SIGNATURE AUTHORIZATION

Subaward #: XC16 01 0350

Subrecipient: County of San Benito

Implementing Agency: County Administrative Office

*The **Project Director** and **Financial Officer** are ***REQUIRED*** to sign this form.

***Project Director:** Patricia Salcedo

Signature: P. Salcedo

Date: 12/6/2016

***Financial Officer:** Joe Paul Gonzalez

Signature: Joe Paul Gonzalez

Date: 12-7-16

The following persons are authorized to sign for the **Project Director**.

Candice Hooper

Signature

Candice Hooper

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

The following persons are authorized to sign for the **Financial Officer**

Joe Paul Gonzalez JF

Signature

Joe Paul Gonzalez JF

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

CERTIFICATION OF ASSURANCE OF COMPLIANCE
Victims of Crime Act (VOCA) Fund

I, Patricia Salcedo hereby certify that
(official authorized to sign Subaward; same person as Section 14 on Subaward Face Sheet)

SUBRECIPIENT: County of San Benito

IMPLEMENTING AGENCY: District Attorney's Office

PROJECT TITLE: County Victim Services (XC) Program

is responsible for reviewing the *Subrecipient Handbook* and adhering to all of the Subaward requirements (state and/or federal) as directed by Cal OES including, but not limited to, the following areas:

I. Federal Grant Funds

Subrecipients expending $750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F and are allowed to utilize federal grant funds to budget for the audit costs. See Section 8000 of the Subrecipient Handbook for more detail.

☐ The above named Subrecipient receives $750,000 or more in federal grant funds annually.

☑ The above named Subrecipient does not receive $750,000 or more in federal grant funds annually.

II. Equal Employment Opportunity – (*Subrecipient Handbook Section 2151*)

It is the public policy of the State of California to promote equal employment opportunity by prohibiting discrimination or harassment in employment because of race, religious creed, color, national origin, ancestry, disability (mental and physical) including HIV and AIDS, medical condition (cancer and genetic characteristics), marital status, sex, sexual orientation, denial of family medical care leave, denial of pregnancy disability leave, or age (over 40). **Cal OES-funded projects certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination and civil rights.**

Please provide the following information:

Equal Employment Opportunity Officer: Ray Espinosa

Title: County Administrative Officer

Address: 481 Fourth Street, Hollister, CA 95023

Phone: 831-634-4000

Email: respinosa@cosb.us

III. Drug-Free Workplace Act of 1990 – *(Subrecipient Handbook, Section 2152)*

The State of California requires that every person or organization subawarded a grant or contract shall certify it will provide a drug-free workplace.

IV. California Environmental Quality Act (CEQA) – *(Subrecipient Handbook, Section 2153)*

The California Environmental Quality Act (CEQA) (*Public Resources Code, Section 21000 et seq.)* requires all Cal OES funded projects to certify compliance with CEQA. Projects receiving funding must coordinate with their city or county planning agency to ensure that the project is compliance with CEQA requirements.

V. Lobbying – (*Subrecipient Handbook Section 2154)*

Cal OES grant funds, grant property, or grant funded positions shall not be used for any lobbying activities, including, but not limited to, being paid by or on behalf of the undersigned, 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

VI. Debarment and Suspension – *(Subrecipient Handbook Section 2155)*

(This applies to federally funded grants only.)

Cal OES-funded projects must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department of agency.

VII. Proof of Authority from City Council/Governing Board

The above-named organization (Applicant) accepts responsibility for and will comply with the requirement to obtain a signed resolution from the city council/governing board in support of this program. The applicant agrees to provide all matching funds required for said project (including any amendment thereof) under the Program and the funding terms and conditions of Cal OES, and that any cash match will be appropriated as required. It is agreed that any liability arising out of the performance of this Subaward, including civil court actions for damages, shall be the responsibility of the grant Subrecipient and the authorizing agency. The State of California and Cal OES disclaim responsibility of any such liability. Furthermore, it is also agreed that grant funds received from Cal OES shall not be used to supplant expenditures controlled by the city council/governing board.

The applicant is required to obtain written authorization from the city council/governing board that the official executing this agreement is, in fact, authorized to do so. The applicant is also required to maintain said written authorization on file and readily available upon demand.

VIII. Civil Rights Compliance

The Subrecipient complies with all laws that prohibit excluding, denying or discriminating against any person based on actual or perceived race, color, national origin, disability, religion, age, sex, gender identity, and sexual orientation in both the delivery of services and employment practices and does not use federal financial assistance to engage in explicitly religious activities.

IX. Special Condition for Grant Subaward with Victims of Crime Act (VOCA) Funds

- Computer Network Requirement: The recipient understands and agrees that (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

- Prohibit use of funds for ACORN and its subsidiaries: Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

- Text Messaging Policy: Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

- Nondiscrimination in programs involving students: The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

- Registration with the System for Award Management and Universal Identifier Requirements: The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/sam.htm (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural

person (i.e., unrelated to any business or nonprofit organization that he or she may own or operate in his or her name).

- VA OCFO Access: The Grantee authorizes Office for Victims of Crime (OVC) and/ or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant. The State will further ensure that all VOCA subgrantees will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.

- Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct: The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail: Office of the Inspector General, U.S. Department of Justice Investigations Division, 950 Pennsylvania Avenue, N.W., Room 4706, Washington, DC 20530; email: oig.hotline@usdoi.gov; hotline: (contact information in English and Spanish): 800-869–4499; or hotline fax: 202-616-9881. Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

All appropriate documentation must be maintained on file by the project and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Subrecipient may be ineligible for subaward of any future grants if the Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Subaward [Section 14 on Grant Subaward Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant Subrecipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Authorized Official's Signature: P. Salcedo

Authorized Official's Typed Name: Patricia Salcedo

Authorized Official's Title: Program Coordinator

Date Executed: December 6, 2016

Federal Employer ID #: 94-6000530 Federal DUNS # 069115202

Current Central Contractor Registration Expiration Date: 04/12/17

Executed in the City/County of: City of Hollister/County of San Benito

AUTHORIZED BY: *(not applicable to State agencies)*

- ☐ City Financial Officer
- ☐ City Manager
- ☐ Governing Board Chair
- ☑ County Financial Officer
- ☐ County Manager

Signature: Joe Paul Gonzalez

Typed Name: Joe Paul Gonzalez

Title: County Auditor

BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: San Benito County				Subaward #: XC16010350		
A. Personal Services – Salaries/Employee Benefits		**15VOCA**		Match		**COST**
						$0
						$0
VICTIM ADVOCATE I						$0
						$0
Salary of 1.0 FTE person to provide						$0
mandatory & optional services to all victims of crime,						$0
and provide community outreach						$0
and educational presentations						$0
						$0
						$0
$3416/month x 24 months (2 years)		$81,984				$81,984
OEDSI/Medicare: $3416 x 7.65% x 24		$6,272				$6,272
Group Health & Dental $1385 x 24		$33,240				$33,240
Vision $20 x 24		$480				$480
Life/AD&D $15 x 24		$360				$360
Retirement: $3416 x 17.99% x 24		$14,748				$14,748
Worker's Comp. Ins. $2250/year x 2		$4,500				$4,500
OPEB $2000/year x 2		$4,000				$4,000
						$0
Program Volunteer						$0
$27.59/hour @ 213 hours x 2 (**In Kind Match**)				$11,753		$11,753
Rate based on the recommendation						$0
by Independent Sector (independentsector.org)						$0
for volunteers in California, 2016.						$0
(Will provide admin support, community outreach)						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
Personal Section Totals	$0	$145,584	$0	$11,753	$0	$157,337
PERSONAL SECTION TOTAL						$157,337

BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: San Benito County				Subaward #: XC16010350		
B. Operating Expenses		15VOCA		Match		COST
						$0
TRAVEL EXPENSES						$0
Attendance by Victim Advocate to one						$0
Cal OES Training Conference, Date& Location TBD						$0
Lodging: $90/Night + Tax x 5 nights		$450				$450
Per Diem: $46/day x 5 days		$230				$230
Mileage: 600 x $.54		$324				$324
						$0
Attendance by Victim Advocate/Volunteer to						$0
attend training opportunties, Date & Location TBD						$0
Lodging: $90/Night + Tax/3 nights (2 conferences)		$540				$540
Per Diem: $46/day x 6 days		$276				$276
Mileage: 600 miles x $.54		$324				$324
R/T Airfaire: $500 x 2		$1,000				$1,000
						$0
Misc. mileage for staff to conduct field visits,						$0
community outreach and presentations						$0
1,200 miles x .54 x 2		$1,296				$1,296
CalWorks Victim Advocate Assistant						$0
6 month placement (26 weeks)/year						$0
$14.25 x 36 hrs/wk for 26 wks x 2 **(In Kind Match)**				$26,676		$26,676
(Will provide victim assistance and admin support)						$0
						$0
CalWorks Victim Adv. travel expenses to attend						$0
Entry Level Advocate Training, Date & Location TBD						$0
Lodging: $90/Night + Tax x 5 nights (2) **(In Kind)**				$900		$900
Per Diem: $46/day x 5 days (2) **(In Kind)**				$460		$460
Mileage: 578 x $.54 (2) **(In Kind)**				$624		$624
						$0
COMMUNICATIONS						$0
Telephone/Fax Expenses						$0
$75/mo. x 24 months		$1,800				$1,800
						$0
Data Management System						$0
Karpel License used for victim services tracking (1) **(In Kind)**				$2,250		$2,250
Installation of prof. srvcs, trning & annual supp. srvs.						$0
for 2016-2017 **(In Kind)**				$4,096		$4,096
Systm to record client srvs. and stats used for req. reports.						$0
In Office Equipment						$0
One Document Scanner **(In Kind)**				$193		$193
To scan required documents in our data management syst.						$0
One Desk w/Hutch for Victim Advocate		$1,800				$1,800
to better utilize small space.						$0
One Chair for Victim Advocate		$500				$500
						$0
Field Equipment						$0
To be utilized during outreach and educational						$0
presentations to community at large,						$0
and with partner stakholders						$0
						$0
Laptop Computer, travel printer and accessories EST		$3,461				$3,461
Multimedia Projector		$650				$650
						$0
Outreach						$0
Outreach & educational information						$0
$2000/year x 2		$4,000				$4,000
OFFICE SUPPLIES						$0
$200/month x 24 months		$4,800				$4,800
						$0
PRINTING						$0
Business Cards, Letterhead, Envelopes						$0
$650/year x 2		$1,300				$1,300
						$0
POSTAGE						$0
$100/month x 24 months		$2,400				$2,400
						$0
MTDC 10% De Minimis						$0
Salaries/Benefits $145,584 + Operating Expense $25,151 = $170,735		$17,073				$17,073
$170,735 x 10% = $17,073						$0
(Less In-Kind Match)						$0
						$0
Operating Section Totals	$0	$42,224	$0	$35,199	$0	$77,423
OPERATING SECTION TOTAL						**$77,423**

JF
MR

BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: San Benito County				Subaward #: XC16010350			
C. Equipment		15VOCA		Match			**COST**
NO EQUIPMENT OVER $5000							$0
							$0
							$0

VSPS Budget Summary Report

XC16 County Victim Services Program	Subaward #: XC16 01 0350
San Benito County	Performance Period: 07/01/16 - 06/30/18
County Victim Services (XC) Program	Latest Request: , Not Final 201

A. Personal Services - Salaries/Employee Benefits

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	15VOCA	145,584	0	145,584	0	145,584
L	15VOCA	11,753	0	11,753	0	11,753
Total A. Personal Services - Salaries/Employee Benefits:		***157,337***	***0***	***157,337***	***0***	***157,337***

B. Operating Expenses

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	15VOCA	42,224	0	42,224	0	42,224
L	15VOCA	35,199	0	35,199	0	35,199
Total B. Operating Expenses:		***77,423***	***0***	***77,423***	***0***	***77,423***

C. Equipment

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	15VOCA	0	0	0	0	0
L	15VOCA	0	0	0	0	0
Total C. Equipment:		***0***	***0***	***0***	***0***	***0***

	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
Total Local Match:	**46,952**	**0**	**46,952**	**0**	**46,952**
Total Funded:	**187,808**	**0**	**187,808**	**0**	**187,808**
Total Project Cost:	**234,760**	**0**	**234,760**	**0**	**234,760**

F/S/L (Funding Types): F=Federal, S=State, L=Local Match

Paid/Expended=posted in ledger w/Claim Schedule, Pending=Processed, but not yet in Claim Schedule

Budget Narrative

Grant funds in the amount of $145,584 have been allocated to the Personal Services Category of the program's budget to include the addition of one full time Victim Advocate (VA) for the next two fiscal years. The primary function of the VA will be to provide direct client services, community outreach and education presentations, collaborative partner trainings and update program brochures with an emphasis on cultural and linguistic sensitivity. Additionally, the VA will support efforts for more active and consistent participation in collaborative work groups with partner agencies. The program aims to participate at a minimum of 12 community events, including health fairs, community events, and school presentation opportunities. Further, this program aims to provide eight in-service trainings with partnering agencies such as law enforcement, social service providers and community based organizations.

An in-kind match of $46,952 will be obtained through a variety of sources including the use of program volunteers and Cal Works Victim Advocate Assistant who will be placed with our office for a minimum of six months each fiscal year. Additionally, the Cal Works Victim Advocate will benefit from travel expenses associated with attendance of the Entry Level Advocate Training including a daily per diem, mileage and lodging, again once per each fiscal year. Other in-kind sources include the licensing and implementation of the Karpel Data Management System and a scanner to be used as a tracking system for clients. Our program will receive the licensing, training and support services as in-kind through the District Attorney's Office in an effort to shift our case files to a paperless data management system. The Karpel system will enable our program to maintain confidential paperless casefiles, including demographics, service types, referrals, program statistics and the like.

Operating expenses will be $42,224 to include travel expenses associated with the attendance of the Victim Advocate (VA) to attend one Cal OES training conference including per diem, mileage and lodging and one other training opportunity, once per year. The type of training will depend on availability and training opportunities presented. This VA will require a new desk and chair as well as travel equipment (i.e., computer equipment, accessories and a multi-media projector) to be used during community presentations and engagement opportunities. Along with presentations, operating expenses also included printing allocations for updated brochures, and educational items.

PROJECT SUMMARY

1. Subaward #: XC16 01 0350 JF ~~XC Grant Applicant~~

2. PROJECT TITLE County Victim Services (XC) Program

3. PERFORMANCE PERIOD 07/01/2016 to 06/30/2018

4. SUBRECIPIENT

Name:	COUNTY OF SAN BENITO	Phone:	(831)636-4000
Address:	481 4TH ST., 1ST Floor	Fax #:	(831) 636-4010
City:	HOLLISTER, CA	Zip:	95023-3801

5. GRANT AMOUNT
(this is the same amount as 12G of the Grant Subaward Face Sheet)
$ $234, 760

6. IMPLEMENTING AGENCY

Name:	DISTRICT ATTORNEY'S OFFICE	Phone:	(831)636-4120	Fax #:	(831)636-4126
Address:	419 Fourth Street	City:	Hollister	Zip:	95023

7. PROGRAM DESCRIPTION

This center was started in 1982. For the past 32 years, it has been providing direct services to victims of all types of crime. The project staff consists of 1 FTE, the program coordinator and will be recruiting for a full time victim advocate, a total of 2 FTEs. Our program is working in partnership with Cal Works to support administrative functions, screen victims, answer general questions. The Cal Works staff will attend Entry Level training in order to gain appropriate knowledge in serving crime victims. All staff are available to provide mandatory and optional services, pursuant to program guidelines, to crime victims and their family members in a trauma informed, culturally sensitive and caring manner. The center is conveniently located within the District Attorney's office, just across the parking lot from the county courthouse, and readily accessible to all segments of the community.

8. PROBLEM STATEMENT

Both the individual and the community suffer when a person falls victim to a crime. The victim suffers a personal or financial loss, physical injury and/or emotional trauma. Likewise, each member of a victim's family is similarly affected. The community loses its sense of security and trust. The criminal justice system is not equipped to meet the immediate and on-going needs of a victim after a crime occurs. In order to reduce trauma and facilitate a faster and more complete recovery from the effects of crime for victims and their families, a comprehensive victim service center, with trained and caring staff, is needed. Further, increased knowledge about V/W services is needed throughout the community and with community partners to better serve the needs of all residents in San Benito County that fall victims of crime.

9. OBJECTIVES

This center proposes to provide direct services to at least 500 new victims and make at least 500 continuing contacts with those victims during this fiscal year. The majority of contacts will be made at the center or by telephone. However, field visits will be conducted when deemed necessary or appropriate. Priority of services will be given to clients based on the client's trauma-response needs, the capabilities of the client, and to victims serving as witnesses. The center's goal is to provide a comprehensive range of services to anyone requesting assistance. This will require on-going working relationships with law enforcement and other service providers. The center looks forward to increase staffing levels to an additional FTE; for a total of 2.0 FTE's. The program will continue to work with volunteers for administrative support and community outreach efforts.

10. ACTIVITIES

Based on priority of services as aforementioned, this center will continue to offer and provide all mandatory and several optional services. Coordination of services will be accomplished by continuing to network and cooperate with other agencies and service providers by actively participating in work groups and collaborative partnerships. The center proposes to participate in at least one community event per quarter and provide one staff training with stakeholder partners per quarter. Presentations and in-service training opportunities will be identified through a collaborative partnership to include updated outreach and educational materials.

11. EVALUATION (if applicable)

The project coordinator will meet and confer with staff and volunteers on a quarterly basis to evaluate performance of center activities. The documentation of service objectives required by Cal OES, as well as other data collected by the center, will be used to determine effectiveness of activities and the need for modifying the provision of services to better serve center clients.

12. NUMBER OF CLIENTS

(if applicable)

500

13. PROJECT BUDGET

(these are the same amounts as on Budget Pages)

	Personal Services	Operating Expenses	Equipment	TOTAL
	~~$184,013~~	~~$50,747~~	$0	~~$234,760~~
ISVOCA	$145,584	$42,224		$187,808 $0
MATH	$11,753	$35,199		$46,952 $0
				$0
				$0
				$0
Totals:	~~$184,013~~ $157,337	~~$50,747~~ $77,423	$0	$234,760

COUNTY OF SAN BENITO
BUDGET ADJUSTMENT/TRANSFER

Please Indicate Type:

Fiscal Year: FY 16/17

Department: VICTIM WITNESS

Org Key: 2980

- [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	Exp. Decrease/ Rev. Increase	Exp. Increase Rev. Decrease
251.45.2980.1000.551.101	GRANT REVENUE - STATE AID GRANTS	$ 93,904.00	
251.45.2980.1000.610.101	REGULAR SALARIES		$ 40,992.00
251.45.2980.1000.610.401	PAYROLL TAXES		$ 3,136.00
251.45.2980.1000.610.501	GROUP INSURANCE		$ 17,040.00
251.45.2980.1000.610.701	PERS RETIREMENT		$ 7,374.00
251.45.2980.1000.610.801	OPEB		$ 2,000.00
251.45.2980.1000.619.196	TRAVEL		$ 2,220.00
215.45.2980.1000.619.174	OFFICE SUPPLIES		$ 6,250.00
215.45.2980.1000.619.132	COMMUNICATIONS		$ 900.00
215.45.2980.1000.619.142	COMPUTER EQUIPMENT		$ 6,711.00
215.45.2980.1000.649.101	COST PLAN		$ 7,281.00
Total		$ 93,904.00	$ 93,904.00

Comments: ADDITIONAL OES RECEIVED - 2 YEARS
XC16-01-0350

Submitted: [signature] — Department Head/Authorized Signature — Date: 1-26-17

Verification of Sufficient Funds: [signature] — Auditor-Controller — Date: 1/26/17

Approval: [signature] — Administrative Officer — Date: 1/26/17

Approval by Board of Supervisors

Attested:
Clerk of the Board: _____ Date _____

Vote: _____ Yes _____ No

AUDITOR USE ONLY

Budget Adjustment No: _____

Date Batch Input Completed: _____ By: _____

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: 2/7/2017

DEPARTMENT: DISTRICT ATTORNEY

DEPT HEAD/DIRECTOR: CANDICE HOOPER

AGENDA ITEM PREPARER: MELINDA CASILLAS

SBC DEPT FILE NUMBER: 205

SUBJECT:

DISTRICT ATTORNEY'S OFFICE - C. HOOPER
Additional FY 16/17 Grant Funding - Accept the additional funds made available to the Victim Witness Program for FY 16/17 in the amount of $39,654.00. (4/5 vote)
SBC FILE NUMBER: 205

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

In January 2017, CalOES awarded San Benito County an increase in the grant award for FY 16/17.
The additional amount is $39,654.
This additional amount will allow the program to hire additional temporary help.
The program is currently staffed with 1.5 FTE.

BUDGETED:

No

SBC BUDGET LINE ITEM NUMBER:

251.45.2980.1000.551.101

CURRENT FY COST:

STAFF RECOMMENDATION:

Accept the additional funds made available to the Victim Witness Program for FY 16/17 in the amount of $39,654.00

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
GRANT AWARD	1/26/2017	Cover Memo
BUDGET ADMUSTMENT	1/26/2017	Cover Memo

EDMUND G. BROWN JR.
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

January 4, 2017

Patricia Salcedo, Program Coordinator
San Benito County
419 Fourth Street
Hollister, CA 95023-3840

Subject: **NOTIFICATION OF APPLICATION APPROVAL**
Victim/Witness Assistance Program
Subaward #: VW16 33 0350, Cal OES ID: 069-00000

Dear Ms. Salcedo:

Congratulations! The California Governor's Office of Emergency Services (Cal OES) has approved your application in the amount of $192,523, subject to Budget approval. A copy of your approved subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt.

This subaward is subject to the Cal OES Subrecipient Handbook. You are encouraged to read and familiarize yourself with the Cal OES Subrecipient Handbook, which can be viewed on Cal OES website at www.caloes.ca.gov.

Any funds received in excess of current needs, approved amounts, or those found owed as a result of a close-out or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Should you have questions on your subaward please contact your Program Specialist.

VSPS Grants Processing

Enclosure

c: Subrecipient's file

3650 SCHRIEVER AVENUE • MATHER, CALIFORNIA 95655
VICTIM SERVICES & PUBLIC SAFETY BRANCH
TELEPHONE: (916) 845-8301 • FAX: (916) 636-3770

(Cal OES Use Only)							
Cal OES#	069.00000.16	FIPS#	069.00000	VS #		Subaward #	VW16 33 0350

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES), makes a Grant Subaward of funds set forth to the following:

1. Subrecipient: County of San Benito **1a. DUNS#:** 069115202

2. Implementing Agency: District Attorney's Office **2a. DUNS#:** 069115202

3. Implementing Agency Address: 419 Fourth Street (Street) Hollister (City) 95023-3840 (Zip+4)

4. Location of Project: Hollister (City) San Benito (County) 95023-3840 (Zip+4)

5. Disaster/Program Title: Victim/Witness ~~Services~~ Assistance Program **6. Performance Period:** 7/01/16 to 06/30/17

7. Indirect Cost Rate: ☐ N/A; ☑ 10% de minimis; ☐ Federally Approved ICR _____%

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
2016	8. VWAO	$ 66,017					$ 0	$ 66,017
2016	9. VOCA		$ 126,506				$ 0	$ 126,506
Select	10. Select						$ 0	$ 0
Select	11. Select						$ 0	$ 0
Select	12. Select						$ 0	$ 0
	TOTALS	$ 66,017	$ 126,506	$ 192,523	$ 0	$ 0	$ 0	12. G Total Project Cost: $ 192,523

13. This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. Official Authorized to Sign for Subrecipient: **15. Federal Employer ID Number:** 946000530

Name: Patricia Salcedo Title: Program Coordinator

Telephone: (831) 634-1397 (area code) FAX: (831) 636-4010 (area code) Email: PSalcedo@cosb.us

Payment Mailing Address: 481 Fourth Street City: Hollister Zip+4: 95023-3840

Signature: P. Salcedo Date: 12/6/2016

[FOR Cal OES USE ONLY]

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

Cal OES Fiscal Officer PU Date 12/22/16 Cal OES Director (or designee) Dara Stillwell Date 12/22/16

Yr: 2016/17 / Chapter: 23/ PCA No: 14250
Item: 0690-101-0425 Component: 40.20.101
FAIN #: N/A CFDA#: N/A
Federal Award Dates: N/A
Fund: Victim Witness Assistance
Program: **Victim/Witness Assistance Program**
Match Req.:None
Project No.:16VWA0 Amount: $ 66,017

Yr: 2016/17 / Chapter: 23/ PCA No: 18406
Item: 0690-102-0890 Component: 40.20.451
FAIN #: 2016-VA-GX-0057 CFDA#: 16.575
Federal Award Dates: 10/01/15 – 09/30/19
Fund: Federal Trust
Program: **Victim/Witness Assistance Program**
Match Req.:20%, C/IK based on TPC-Match met by VWA Funds
Project No.:16VOCA Amount: $ 126,506

ML#618909
Received new documents 12/13/16

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUPPLEMENTAL GRANT SUBAWARD INFORMATION

1. **Cal OES Contact Information Section:**
   Governor's Office of Emergency Services
   Mark S. Ghilarducci, Director
   3650 Schriever Avenue
   Mather, CA 95655
   (916) 845-8506 phone • (916) 845-8511 fax

2. **Federal Awarding Agency Section:**

Fund Year	Federal Program Fund / CFDA #	Federal Awarding Agency	Total Federal Award Amount	Total Local Assistance Amount
2016	Victims of Crime Act (VOCA) / 16.575	Office for Victims of Crime	$264,297,285	$253,725,394
Choose an item.	Choose an item.	Choose an item.	$	$
Choose an item.	Choose an item.	Choose an item.	$	$
Choose an item.	Choose an item.	Choose an item.	$	$
Choose an item.	Choose an item.	Choose an item.	$	$

3. **Project Description Section:**

   - Project Acronym (Please choose from drop down):
     Victim/Witness Assistance Program (VW)

   - Project Description (Please type the Project Description):
     Provides funding for comprehensive services to assist victims/witnesses of all types of violent crime pursuant to California Penal Code §13835 in each of California's 58 counties.

4. **Research & Development Section:**

   - Is this Subaward a Research & Development grant? Yes ☐ No ☒

PROJECT CONTACT INFORMATION

Subrecipient: County of San Benito Subaward #: VW16 33 0350

Provide the name, title, address, telephone number, and e-mail address for the project contacts named below. **NOTE: If you use a PO Box address, a street address is also required for package delivery and site visit purposes.**

1. The **Project Director** for the project:

Name: Patricia Salcedo Title: Program Coordinator

Telephone #: 831-634-1397 Fax#: 831-634-1398 Email Address: psalcedo@cosb.us

Address/City/Zip: 419 Fourth Street, Hollister, CA 95023-3840

2. The **Financial Officer** for the project:

Name: Joe Paul Gonzalez Title: County Auditor

Telephone #: 831-636-4090 Fax#: 831-635-9340 Email Address: jpgonzalez@cosb.us

Address/City/Zip: 481 Fourth Street, Hollister, CA 95023-3840

3. The **person** having **Routine Programmatic** responsibility for the project:

Name: Patricia Salcedo Title: Program Coordinator

Telephone #: 831-634-1397 Fax#: 831-634-1398 Email Address: psalcedo@cosb.us

Address/City/Zip: 419 Fourth Street, Hollister, CA 95023-3840

4. The **person** having **Routine Fiscal Responsibility** for the project:

Name: Melinda Casillas Title: Management Analyst-Budget

Telephone #: 831-634-4000 Fax#: 831-636-4010 Email Address: mc@cosb.us

Address/City/Zip: 481 Fourth Street, Hollister, CA 95023-3840

5. The **Executive Director** of a Community Based Orgranization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:

Name: Candice Hooper Title: District Attorney

Telephone #: 831-636-4120 Fax#: 831-636-4126 Email Address: chooper@cosb.us

Address/City/Zip: 419 Fourth Street, Hollister, CA 95023-3840

6. The **Official Designated** by the Governing Board to enter into the Grant Subasward for the City/County or Community-Based Organization, as stated in Section 14 of the Grant Subaward Face Sheet:

Name: Patricia Salcedo Title: Program Coordinator

Telephone #: 831-634-1397 Fax#: 831-634-1398 Email Address: psalcedo@cosb.us

Address/City/Zip: 419 Fourth Street, Hollister, CA 95023-3840

7. The **chair** of the **Governing Body** of the subrecipient:

Name: Robert Rivas Title: Chair, Board of Supervisors

Telephone #: 831-636-4000 Fax#: 831-636-4010 Email Address: supervisors@cosb.us

Address/City/Zip: 481 Fourth Street, Hollister, CA 95023-3840

SIGNATURE AUTHORIZATION

Subaward #: VW16 33 0350

Subrecipient: County of San Benito

Implementing Agency: County Administrative Office

*The **Project Director** and **Financial Officer** are ***REQUIRED*** to sign this form.

***Project Director:** Patricia Salcedo

Signature: P. Salcedo

Date: 12/6/2016

***Financial Officer:** Joe Paul Gonzalez

Signature: Joe Paul Gonzalez

Date: 12-6-16

The following persons are authorized to sign for the **Project Director**

C Hooper
Signature

Candice Hooper
Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

The following persons are authorized to sign for the **Financial Officer**

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

CERTIFICATION OF ASSURANCE OF COMPLIANCE
Victims of Crime Act (VOCA) Fund

I, Patricia Salcedo hereby certify that
(official authorized to sign Subaward; same person as Section 14 on Subaward Face Sheet)

SUBRECIPIENT: County of San Benito

IMPLEMENTING AGENCY: District Attorney's Office

PROJECT TITLE: Victim/Witness Assistance Program

is responsible for reviewing the *Subrecipient Handbook* and adhering to all of the Subaward requirements (state and/or federal) as directed by Cal OES including, but not limited to, the following areas:

I. Federal Grant Funds

Subrecipients expending $750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F and are allowed to utilize federal grant funds to budget for the audit costs. See Section 8000 of the Subrecipient Handbook for more detail.

☐ The above named Subrecipient receives $750,000 or more in federal grant funds annually.

☑ The above named Subrecipient does not receive $750,000 or more in federal grant funds annually.

II. Equal Employment Opportunity – (*Subrecipient Handbook Section 2151*)

It is the public policy of the State of California to promote equal employment opportunity by prohibiting discrimination or harassment in employment because of race, religious creed, color, national origin, ancestry, disability (mental and physical) including HIV and AIDS, medical condition (cancer and genetic characteristics), marital status, sex, sexual orientation, denial of family medical care leave, denial of pregnancy disability leave, or age (over 40). **Cal OES-funded projects certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination and civil rights.**

Please provide the following information:

Equal Employment Opportunity Officer: Ray Espinosa

Title: County Administrative Officer

Address: 481 Fourth Street, Hollister, CA 95023

Phone: 831-634-4000

Email: respinosa@cosb.us

III. Drug-Free Workplace Act of 1990 – *(Subrecipient Handbook, Section 2152)*

The State of California requires that every person or organization subawarded a grant or contract shall certify it will provide a drug-free workplace.

IV. California Environmental Quality Act (CEQA) – *(Subrecipient Handbook, Section 2153)*

The California Environmental Quality Act (CEQA) (*Public Resources Code, Section 21000 et seq.)* requires all Cal OES funded projects to certify compliance with CEQA. Projects receiving funding must coordinate with their city or county planning agency to ensure that the project is compliance with CEQA requirements.

V. Lobbying – (*Subrecipient Handbook Section 2154)*

Cal OES grant funds, grant property, or grant funded positions shall not be used for any lobbying activities, including, but not limited to, being paid by or on behalf of the undersigned, 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

VI. Debarment and Suspension – *(Subrecipient Handbook Section 2155)*

(This applies to federally funded grants only.)

Cal OES-funded projects must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department of agency.

VII. Proof of Authority from City Council/Governing Board

The above-named organization (Applicant) accepts responsibility for and will comply with the requirement to obtain a signed resolution from the city council/governing board in support of this program. The applicant agrees to provide all matching funds required for said project (including any amendment thereof) under the Program and the funding terms and conditions of Cal OES, and that any cash match will be appropriated as required. It is agreed that any liability arising out of the performance of this Subaward, including civil court actions for damages, shall be the responsibility of the grant Subrecipient and the authorizing agency. The State of California and Cal OES disclaim responsibility of any such liability. Furthermore, it is also agreed that grant funds received from Cal OES shall not be used to supplant expenditures controlled by the city council/governing board.

The applicant is required to obtain written authorization from the city council/governing board that the official executing this agreement is, in fact, authorized to do so. The applicant is also required to maintain said written authorization on file and readily available upon demand.

VIII. Civil Rights Compliance

The Subrecipient complies with all laws that prohibit excluding, denying or discriminating against any person based on actual or perceived race, color, national origin, disability, religion, age, sex, gender identity, and sexual orientation in both the delivery of services and employment practices and does not use federal financial assistance to engage in explicitly religious activities.

IX. Special Condition for Grant Subaward with Victims of Crime Act (VOCA) Funds

- Computer Network Requirement: The recipient understands and agrees that (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

- Prohibit use of funds for ACORN and its subsidiaries: Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

- Text Messaging Policy: Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

- Nondiscrimination in programs involving students: The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

- Registration with the System for Award Management and Universal Identifier Requirements: The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/sam.htm (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural

person (i.e., unrelated to any business or nonprofit organization that he or she may own or operate in his or her name).

- VA OCFO Access: The Grantee authorizes Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant. The State will further ensure that all VOCA subgrantees will authorize representatives of OVC and OCFO access to and the right to examine all records, books, paper or documents related to the VOCA grant.

- Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct: The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail: Office of the Inspector General, U.S. Department of Justice Investigations Division, 950 Pennsylvania Avenue, N.W., Room 4706, Washington, DC 20530; email: oig.hotline@usdoi.gov; hotline: (contact information in English and Spanish): 800-869—4499; or hotline fax: 202-616-9881. Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

All appropriate documentation must be maintained on file by the project and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Subrecipient may be ineligible for subaward of any future grants if the Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Subaward [Section 14 on Grant Subaward Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant Subrecipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Authorized Official's Signature: P. Salcedo

Authorized Official's Typed Name: Patricia Salcedo

Authorized Official's Title: Program Coordinator

Date Executed: December 6, 2016

Federal Employer ID #: 94-6000530 Federal DUNS # 069115202

Current Central Contractor Registration Expiration Date: 04/12/17

Executed in the City/County of: City of Hollister/County of San Benito

AUTHORIZED BY: *(not applicable to State agencies)*

- ☐ City Financial Officer
- ☐ City Manager
- ☐ Governing Board Chair
- ☑ County Financial Officer
- ☐ County Manager

Signature: Joe Paul Gonzalez

Typed Name: Joe Paul Gonzalez

Title: County Auditor

BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: County of San Benito						Subaward #: ~~16-33-0350~~ VW16330350	
A. Personal Services – Salaries/Employee Benefits	VWAO 16	VOCA 16	VOCA Match 16				COST
							$0
							$0
PROGRAM COORDINATOR							$0
Range 22.7, Step C							$0
Salary of 1.0 FTE to oversee day to day							$0
activities of the program and supervise program's							$0
responsibilities and activities; and provide mandatory							$0
and optional services							$0
							$0
							$0
$5,378/month x 12		$64,536					$64,536
OEDSI/Medicare: $5378 x 7.65% X12		$4,937					$4,937
Group Health & Dental $1385 x 12		$16,620					$16,620
Vision $20 x 12	$240						$240
Life/AD&D $15 x 12	$180						$180
Retirement: $5378 x 17.99% x 12	$11,610						$11,610
Worker's Compensation Insurance			$2,250				$2,250
OPEB			$2,000				$2,000
							$0
VICTIM ADVOCATE II							$0
Range , Step C							$0
Salary of 1.0 FTE to perform day to day							$0
program services; including mandatory and							$0
optional services.							$0
							$0
$3748/month x 12	$11,976	$33,000					$44,976
OEDSI/Medicare: $3748 x 7.65% X 12			$3,440				$3,440
Group Health & Dental $1385 x 12		$7,036	$9,584				$16,620
Vision $20 x 12	$43	$197					$240
Life/AD&D $15 x 12		$180					$180
Retirement: $3748 x 17.99% x 12	$8,091						$8,091
Worker's Compensation Insurance	$2,250						$2,250
OPEB			$2,000				$2,000
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
							$0
Personal Section Totals	$34,390	$126,506	$19,274	$0	$0	$0	$180,170
PERSONAL SECTION TOTAL							$180,170

53.6604

BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: County of San Benito				Subaward #: ~~16-33-0350~~ VW16330350			
B. Operating Expenses	VWAO 16	VOCA 16	VOCA MATCH 16				**COST**
							$0
TRAVEL EXPENSES							$0
Attendance by Program Coordinator at two							$0
CalOES Training Conferences							$0
Lodging: $90/Night + Tax/3 nights (2 conferences)			$540				$540
Per Diem: $46/day x 6 days			$276				$276
Mileage: 600 x $.54			$324				$324
R/T Airfaire: $500			$500				$500
							$0
Attendance by Advocate to attend trainings and							$0
two CCVA Regional Conferences							$0
Lodging: $90/Night + Tax/3 nights (2 conferences)			$540				$540
Per Diem: $46/day x 6 days			$276				$276
Mileage: 600 miles x $.54			$324				$324
R/T Airfaire: $500			$500				$500
							$0
Misc. mileage for staff to conduct field visits and							$0
transport vicitms to and from court and the District							$0
Attorney's Office: 1,200 miles x .54			$648				$648
							$0
COMMUNICATIONS							$0
Telephone/Fax Expenses							$0
$75/mo. X 12 months			$900				$900
							$0
							$0
DUES							$0
Annual membership dues for California							$0
Crime Victims Assistance Association			$125				$125
							$0
							$0
OFFICE SUPPLIES							$0
$100/mo. X 12 months			$1,200				$1,200
							$0
							$0
PRINTING							$0
2697 v/w Brochures @ $.1268 + Tax			$342				$342
							$0
POSTAGE							$0
$50/month x 12 months			$600				$600
							$0
De Minimis							$0
10% of 128,605 (MTDA) = 12,860			$3,858				$3,858
Modified Total Direct Cost							$0
Use of 30% for Executive Director Salary, utilities,							$0
storage and advertising							$0
							$0
Scanner to upload information			$900				$900
into the newly acquired data management system							$0
							$0
Hutch for desktop necessary for improved			$500				$500
use of limited office space							$0
							$0
							$0
							$0
Operating Section Totals	$0	$0	$12,353	$0	$0	$0	$12,353
OPERATING SECTION TOTAL							**$12,353**

12,353

BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: San Benito County				Subaward #: VW 16 33 0350			
C. Equipment	VWAO 16	VOCA 16	VOCA MATCH 16				**COST**
							$0
							$0
							$0

VSPS Budget Summary Report

VW16 Victim/Witness Assistance Program
San Benito County
Victim/Witness Assistance Program

Subaward #: VW16 33 0350
Performance Period: 07/01/16 - 06/30/17
Latest Request: , Not Final 201

A. Personal Services - Salaries/Employee Benefits

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	16VOCA	126,506	0	126,506	0	126,506
S	16VWA0	53,664	0	53,664	0	53,664
Total A. Personal Services - Salaries/Employee Benefits:		***180,170***	***0***	***180,170***	***0***	***180,170***

B. Operating Expenses

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	16VOCA	0	0	0	0	0
S	16VWA0	12,353	0	12,353	0	12,353
Total B. Operating Expenses:		***12,353***	***0***	***12,353***	***0***	***12,353***

C. Equipment

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	16VOCA	0	0	0	0	0
S	16VWA0	0	0	0	0	0
Total C. Equipment:		***0***	***0***	***0***	***0***	***0***

	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
Total Local Match:	**0**	**0**	**0**	**0**	**0**
Total Funded:	**192,523**	**0**	**192,523**	**0**	**192,523**
Total Project Cost:	**192,523**	**0**	**192,523**	**0**	**192,523**

F/S/L (Funding Types): F=Federal, S=State, L=Local Match

Budget Narrative

Grant funds in the amount of $180,170 have been allocated to the Personal Services category of this program's budget. This will off-set the cost of salaries and OASDI contributions for two FTE positions; the Program Coordinator and a Victim Advocate I/II. These grant funds will be used to provide direct client services. For the first time in nearly eight years, there is enough funding for two permanent, fully benefited positions, the program coordinator and a victim advocate. Until this current fiscal year, the program coordinator was the sole FTE position for the program, which over the years, has relied on volunteers and extra help for support. Additionally, grant funds in the amount of $12,353 have been allocated to the Operating Expense category. No grant funds have been allocated for equipment.

The Victim Coordinator, who held the position for eight years retired at the beginning of the current fiscal year. The Interim Victim Coordinator, who is bilingual/bicultural, has been with the program, previously on a part-time basis for nearly one year and comes with over 13 years of experience in public services. Specifically, the Interim Victim Coordinator has a background in public health and social services, working with confidential caseloads, high-risk youth, crime victims and the community in general.

The interim coordinator meets or exceeds the requirements outlined in the job description. In addition to the interim's work experience, the interim also holds a graduate degree in public administration and a bachelor's degree in psychology with a minor in child development. The interim coordinator has completed the California Entry Level and Advanced Level Victim Advocate Academies, as well as the Victim-Witness Coordinator training during the last fiscal year.

Providing direct client services to victims take priority over all other duties and responsibilities. The bilingual/bicultural qualifications are essential to achieve the goals and objectives of the program. Consistently each year, the program assists twice as many Hispanic to White clients with approximately 30% of Hispanic clients monolingual Spanish speaking only.

At the onset of this fully executed grant, the program will begin to recruit for the Victim Advocate I/II position. Currently, the program relies heavily on the assistance of volunteers to perform clerical support. Grant funds do not contribute toward clerical support.

PROJECT SUMMARY

1. Subaward #: V/W16 33 0350

2. PROJECT TITLE VICTIM/WITNES ASSISTANCE PROGRAM

3. PERFORMANCE PERIOD

07/01/2016 to 06/30/2017

4. SUBRECIPIENT

Name:	COUNTY OF SAN BENITO	Phone:	(831)636-4000
Address:	481 4TH ST., 1ST Floor	Fax #:	(831) 636-4010
City:	HOLLISTER, CA	Zip:	95023-3801

5. GRANT AMOUNT

(this is the same amount as 12G of the Grant Subaward Face Sheet)

$ 192,523 ~~452,869~~

6. IMPLEMENTING AGENCY

Name:	DISTRICT ATTORNEY'S OFFICE	Phone:	(831)636-4120	Fax #:	(831)636-4126
Address:	419 Fourth Street	City:	Hollister	Zip:	95023

7. PROGRAM DESCRIPTION

This center was started in 1982. For the past 32 years, it has been providing direct services to victims of all types of crime. The project staff has one full-time staff member, who has 32 years experience as a victim advocate, and two part-time victim advocates. Along with assistance from volunteers, staff will be available to provide all mandatory and several optional services, pursuant to program guidelines, to crime victims and their family members in an empathetic, culturally sensitive and caring manner. The center is conveniently located within the District Attorney's office, just across the parking lot from the county courthouse, and readily accessible to all segments of the community.

8. PROBLEM STATEMENT

Both the individual and the community suffer when a person falls victim to a crime. The victim suffers a personal or financial loss, physical injury and/or emotional trauma. Likewise, each member of a victim's family is similarly affected. The community loses its sense of security and trust. The criminal justice system is not equipped to meet the immediate and on-going needs of a victim after a crime occurs. In order to reduce trauma and facilitate a faster and more complete recovery from the effects of crime for victims and their families, a comprehensive victim service center, with trained and caring staff, is needed in this community.

9. OBJECTIVES

This center proposes to provide direct services to at least 500 new victims and make at least 500 continuing contacts with those victims during this fiscal year. The majority of contacts will be made at the center or by telephone. However, field visits will be conducted when deemed necessary or appropriate. Priority of services will be given to clients based on the client's trauma-response needs, the capabilities of the client, and to victims serving as witnesses. The center's goal is to provide a comprehensive range of services to anyone requesting assistance. This will require on-going cooperation and coordination with law enforcement agencies and other service providers

10. ACTIVITIES

Based on priority of services as aforementioned, this center will continue to offer and provide all mandatory and several optional services. Coordination of services will be accomplished by continuing to network and cooperate with other agencies and service providers. Presentations will be made upon request or as time allows. The provision of direct services takes priority. However, the coordination of services from other service providers will prevent duplication of assistance and allow staff to assist more victims of other crime types.

11. EVALUATION (if applicable)

The project coordinator will meet and confer with staff and volunteers on a quarterly basis to evaluate performance of center activities. The documentation of service objectives required by Cal OES, as well as other data collected by the center, will be used to determine effectiveness of activities and the need for modifying the provision of services to better serve center clients.

12. NUMBER OF CLIENTS (if applicable)

500

13. PROJECT BUDGET

(these are the same amounts as on Budget Pages)

	Personal Services	Operating Expenses	Equipment	TOTAL
	180,170 ~~$141,071~~	12,353 ~~$11,798~~		192,523 ~~$152,869~~
				$0
				$0
				$0
				$0
				$0
Totals:	180,170 ~~$141,071~~	12,353 ~~$11,798~~	$0	192,523 ~~$152,869~~

COUNTY OF SAN BENITO
BUDGET ADJUSTMENT/TRANSFER

Please Indicate Type:

Fiscal Year: FY 16/17

Department: VICTIM WITNESS

Org Key: 2980

- [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	Exp. Decrease/ Rev. Increase	Exp. Increase Rev. Decrease
251.45.2980.1000.551.101	GRANT REVENUE - STATE AID GRANTS	$ 39,654.00	
251.45.2980.1000.610.201	TEMPORARY SALARIES		$ 39,654.00
Total		$ 39,654.00	$ 39,654.00

Comments: INCREASE IN ORIGINAL OES GRANT FOR FY 16/17

Submitted: _____ Department Head/Authorized Signature — Date: 1-26-17

Verification of Sufficient Funds: _____ Auditor-Controller — Date: 1/26/17

Approval: _____ Administrative Officer — Date: 1/26/17

Approval by Board of Supervisors

Attested:
Clerk of the Board: _____ Date _____

Vote: _____ Yes _____ No

AUDITOR USE ONLY

Budget Adjustment No: _____

Date Batch Input Completed: _____ By: _____

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: 2/7/2017

DEPARTMENT: DISTRICT ATTORNEY

DEPT HEAD/DIRECTOR: Candice Hooper

AGENDA ITEM PREPARER: Judy Garner

SBC DEPT FILE NUMBER: 205

SUBJECT:

DISTRICT ATTORNEY'S OFFICE - C. HOOPER
Approval and authorization to sign a 60 month Leasing and Maintenance Contract with U.S. Bank Equipment Finance at $245.77 per month for a Konica Minolta Bizhub 654e digital MFP Copier and two (2) Fujitsu fi-7160 Scanners and Service agreement in the amount of $55.00 per month with MBS.
SBC FILE NUMBER: 205

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The District Attorney's Office is requesting approval and authorization to sign a 60 month lease with U.S. Bank Equipment Finance and a 60 month maintenance contract with Monterey Bay Systems (MBS) for a Konica Minolta Bizhub 654e Digital MFP copier and two (2) Fujitsu fi-7160 Scanners. The monthly lease will be $245.77 (includes taxes and interest) and the maintenance cost would be $55.00 per month up to 10,000 copies and overage cost of $0.0055 per copy. The maintenance cost will not increase more than 7% per year, for the first five (5) years. The interest rate is at 4.074%. The existing copier was leased and maintained through the same companies above. The lease on the existing copier terminates in February 2017.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

101.45.1205.1000.619.184

CURRENT FY COST:

$1,229

STAFF RECOMMENDATION:

It is recommended that the Board of Supervisors:

1. Authorize and approve the District Attorney to sign a 60 month leasing contract with the U.S. Bank Equipment Finance at $245.77 per month for the Konica Minolta Bizhub 654e Digital MFP copier and two (2) Fujitsu fi-7160 scanners.

2. Authorize and approve the District Attorney to sign a 60 month maintenance contract with Monterey Bay Systems for $55.00 per month.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Konica Minolta Bizhub Leasing and Maintenance contracts	1/30/2017	Cover Memo

Sales Order Agreement

www.mbsworks.com

Sales Date:	January 26, 2017
Terms:	60 Month Lease
P.O. #:	
Sales Rep:	Veronica Oswald

BILL TO	
San Benito Co. D.A.	
419 4th Street	
Hollister CA 95023	
Billing Contact	
Email	
Phone/Fax	(831) 636-4120

DELIVER TO	
San Benito County D.A.'s Office	
419 4th Street	
Hollister CA 95023	
Key Operator	Judy Garner
Email	Jgarner@cosb.us
Phone/Fax	(831) 636-4120

Purchase Order:			Approx Delivery Date:		
			Lease Months	60	Mo. Payment	$227.04
BW MFP CPP	0.0055	Color MFP CPP	BW MFP Base	10,000	Color MFP Base	
BW Printer CPP		Color Printer CPP	BW Printer Base		Color Printer Base	

QTY	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	7160	Fujitsu Scanner 7160	$848.04	$11,703.15
1	Mono 654e	Konica Minolta Bizhub 654e MFP w/Dual Scan ADF	$10,007.07	
1	D5141NT	Surge Protector 20 AMP		
1	FK511	Fax Kit FK-511		
1	FS534	Finisher Floor - with 50-Sheet Stapling		
1	PK520	Punch Kit (2/3 Holes) for FS-534		

COMMENTS/SPECIAL INSTRUCTIONS:

DELIVERY INSTRUCTIONS:

SPECIAL PAYMENT TERMS & DUE DATES

MAINTENANCE AGREEMENT ☑ Yes ☐ No

Subtotal	$11,703.15
Sales Tax	$994.77
Delivery/Installation	
TOTAL AMOUNT	$12,697.92
Less Payment (Check #_____)	
AMOUNT DUE	$12,697.92

The terms and conditions appearing on the face and reverse side of this agreement correctly set forth the entire agreement between the parties. The terms and conditions contained on the reverse side of this agreement include limitations of warranty, exclusion of consequential and other special damages and other limitations of liability. Customer acknowledges by his/her signature that he/she has read and understands it and that it constitutes the entire agreement, understandings, and representations, express or implied, between Customer and MBS, with respect to hardware, supply, media, or documentation furnished or to be furnished hereunder and that this agreement supersedes all prior communications between the parties including all oral or written proposals. By executing this agreement, I acknowledge that I have read and understand this agreement and certify that I am authorized to execute this agreement on behalf of Customer.

CUSTOMER ACCEPTANCE			MBS ACCEPTANCE	
Authorized Signature	Print Name	Date	Signature	Date

MBS Business Systems Terms and Conditions

1. Acceptance by MBS of contract: References made to "MBS" shall mean Monterey Bay Systems or MBS Business Systems. Machines sold by MBS are eligible for a service contract immediately upon the delivery of the equipment. If service contract is requested at any other time, machine must first be inspected by MBS. Customer shall bear any and all costs necessary to bring machine up to specifications.
2 Payment: Invoices shall be due and payable by the customer for all equipment, accessories, supplies or maintenance purchased pursuant to this agreement (The "Goods and Services"), within the time period specified on the front side of this document. Customer shall pay all applicable sales tax, installation and freight charges. If Customer fails to make any payment when due, Customer agrees to pay MBS interest at the rate of one and one-half percent (1.5%) per month or the maximum interest rate permitted by law, whichever is less on any such overdue or outstanding balances. Customer shall pay a $35.00 service charge on any and all returned checks.
3. Taxes: Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes assessable on the equipment) and fees charged relative to this agreement.
4. DEFAULT: If the Customer fails to pay the agreed net purchase price in full, or if a receiver shall be appointed for the Customer, or if the Customer shall make as assignment for the benefit of creditors, or if a petition for bankruptcy shall be filed by or against the Customer, then MBS may declare the entire sum remaining unpaid to be immediately due and payable and may enter with or without legal process and using such force as may be necessary, into or upon the premises where said equipment, or any part thereof, may be located and repossess the same, and thereafter hold the same absolutely free from all claims of the Customer, and retain all payments made by the Customer as and for the agreed purchase price of said equipment and for the use wear and tear thereof, or as much thereof as may be permitted by law, and the Customer for itself and its successors in interest hereby waives all claims and right of action for trespass or damages by reason of such entry, taking possession of and removal, and also waives, so far as is consistent with public policy, the benefits of any statutes of this State that may conflict with the conditions of this order.
5. Delivery: MBS reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining installments. MBS shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond MBS' control.
6. Equipment shall be installed in accordance with manufacturer's specification. At Customer's sole cost and expense, Customer shall insure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all costs and expenses for any additional necessities required for installation such as telephone, electrical, network wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, network, transmission and phone lines) and equipment line cord is not covered by this agreement.
7. Credit: MBS reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any goods when due or for any other reason deemed good and sufficient by MBS.
8. Title, Identification and Risk of Loss: For goods purchased outright, or purchased on an installment payment basis title will pass to customer on the installation date.
9. Security Interest: MBS expressly reserves a security interest in the goods until payment in full has been collected and Customer agrees to notify seller prior to relocation of any goods for which MBS has a security interest. Customer shall execute any other document, including a financing statement or other document similar to the UCC-1, necessary to protect MBS' security interest in the goods. Customer authorizes MBS to file at customers expense any financing statement relating to the goods without Customer's signature except where prohibited by law.
10. Claim Notification: All claims for goods or delay in delivery shall be deemed waived unless made in writing and delivered to MBS within ten (10) days after receipt of goods by Customer. The goods shall not be returned to MBS for credit without MBS written consent. No credit will be given after ten(10) days from the date of the delivery. All returns for credit within ten(10) days are subject to up to a 20% restocking fee. All costs of return shall be the responsibility of the Customer. Customer's exclusive remedy for breach of warranty shall be replacement or repair of the item or non-conforming parts at the option of MBS. Customer expressly waives its rights to special, consequential, exemplary, and incidental or punitive damages.
11. Notices: All notices required to be given under this agreement shall be in writing and shall be sent by U.S. first class mail to the parties at the address listed on the front of this agreement.
12. Indemnification: Customer shall bear all risk of theft, loss or damage not caused by MBS employees or agents, to all goods installed under this agreement. Customer agrees to indemnify, defend and hold harmless MBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorneys' fees) arising or customers use of the goods, including but not limited to liabilities arising from bodily injury, including death, or property damage to any person, unless caused solely as the result of a negligent or intentional act or omission by seller.
13. Force Majeure: Neither party shall be responsible for delays or failure in performance of this agreement (other than failure to make payment) to the extent that such party was hindered in its performance by act of God, abuse, misuse, excess of voltage or power surges, repairs other than those provided by MBS authorized personnel, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
14. Severability: If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable form this agreement and shall not affect the validity and enforceability of the remaining provisions of this agreement.
15. Applicable Law: This agreement shall be governed by and construed according to the laws of the State of California. Any disagreements or other disputes herunder shall be finally resolved by binding arbitration.
16. Entire Agreement: This instrument, and any attachments hereto, is the entire agreement between Customer and MBS and supersedes any proposal or prior agreement, oral written, and any other communications relating to the subject matter of this agreement. The terms and conditions of this agreement shall supersede any terms and conditions which may be contained on any purchase order or other document which may be issued by customer.

Managed Print Services Agreement

MBS
www.mbsworks.com

Date:	January 26, 2017
Contract #:	
P.O. #:	
Sales Rep:	Veronica Oswald

BILL TO	EQUIPMENT LOCATION
San Benito Co. D.A.	San Benito County D.A.'s Office
419 4th Street Hollister CA 95023	419 4th Street Hollister CA 95023
Billing Contact: Judy Garner	Key Operator: Judy Garner — Phone: (831) 636-4120
Email: Jgarner@cosb.us	Email: Jgarner@cosb.us
Phone/Fax: (831) 636-4120	*Meter Contact Preference:* Equip ☐ Fleet view ☐ — Fax Number: Fax ☐ Email ☑

MAINTENANCE AGREEMENT TERMS:

Contract Start Date: Contract End Date:

This contract covers the below equipment and **includes** the following when box is checked:

Labor	☑	Parts	☑	4 Hour Avg. Response	☑	Drum Units	☑	Firmware Upgrades	☑
Black Toner	☑	Blk. Developer	☑	Loaner Unit if Needed	☑	Fuser Units	☑	IT Support**	☐
Color Toner	☑	Clr. Developer	☑	Preventative Maintenance	☑	Transfer Units	☑	External Fiery Controller**	☐

Other: ****Maintenance not to increase more than 7% per year, for the first 5 years.**

Paper, staples and equipment moves are not included in contract, unless specifically listed above. There will be a nominal shipping fee assessed on contract invoices for supply delivery fees. MBS guarantees and average 4 hour response time during normal business hours, Monday - Friday, 8AM to 5PM, holidays excluded.

Toner usage will be monitored and may be limited to 125% of the manufacturers' guaranteed image yields.

** IT Support and/or External Fiery Controller is included only if **Value-Added** Support and/or **Fiery Support** options below are purchased.

MONTHLY BASE BILLING FEE			OVERAGE COST PER IMAGE:	
TYPE	Mo. Fee	Included	TYPE	Cost Per Image/Scan
BW MFP Images	$55.00	10,000	BW MFP Images	$0.0055
Color MFP Images			Color MFP Images	
BW Printer Images			BW Printer Images	
Color Printer Images			Color Printer Images	
Scans	No Charge		Scans	

Base Billed in Advance: ☐ Monthly ☑ Quarterly

ADDITIONAL COVERAGE OPTIONS:

Value-added IT Support (for connected devices): **$25.00 per month, billed with BW Base** Yes ☐ No ☑

Value-added IT (VIT) support includes unlimited on-site, as well as telephone help-desk support during normal business hours for IT service relating directly to the device(s) below. VIT support includes diagnosis and repair of printing and/or scanning issues associated with the device(s) below. VIT also include re-installation of print drivers, addition of new scan users, etc. as needed. VIT support does not cover IT support for other devices not included on this contract, support for software not purchased from MBS or support required as a result of changes to the network or server to which the device is connected. Customer is responsible for providing software licenses if software purchased from MBS requires re-installation. Minimum VIT agreement term is 1 year and is renewed automatically with the hardware agreement at MBS then prevailing rate. VIT **DOES NOT** include network or IT services which are not directly connected to the device(s) listed below.

Controller Support (for Fiery or e-Copy Scan Stations): _____ per month Yes ☐ No ☑

External & internal controller fee covers repair and/or replacement of the Fiery internal OR external controller hardware and/or e-Copy scan station hardware that is external to the MFP device. This fee will be billed with the contract base.

EQUIPMENT:

Make/Model	Serial Number	ID Number	B/W Start Meter	Color Start Meter
Mono 654e				

MAINTENANCE AGREEMENT ACCEPTANCE:

	Initial Below
I have read and agree to the terms & conditions outlined above and on page two (2) of this maintenance agreement and choose to purchase the agreement at this time. I understand that this agreement is automatically renewed annually at the end of the contract term at MBS' then prevailing rates. This contract may be canceled by either party, with 30 days written notice.	
I decline this maintenance agreement and understand that all future service calls will be chargeable. Fees will be based upon MBS' current hourly labor rate plus applicable travel time. Parts and supplies will be available at the manufacturer's suggested retail pricing. Guaranteed priority 4 hour average service response time is not available for equipment not under maintenance agreement.	

CUSTOMER ACCEPTANCE	MBS ACCEPTANCE
Authorized Signature — Print Name — Date	Signature — Date

MBS Business Systems Terms and Conditions

1. References made to "MBS" shall mean Monterey Bay Systems or MBS Business Systems. Machines sold by MBS are eligible for a service contract immediately upon the delivery of the equipment. If service contract is requested at any other time, machine must first be inspected by MBS. Customer shall bear any and all costs necessary to bring machine up to specifications. Machines not sold initially by MBS which are accepted for a service contract after inspection are not covered for parts the first 60 days.
2. This is an annual contract that will automatically renew yearly after the initial period unless cancelled by customer by written notice at least thirty (30) days prior to anniversary date. Said automatic renewal is to provide uninterrupted coverage to customer. This contract may increase in cost annually to adjust with equipment age and/or change in consumable/parts pricing. This Agreement shall not be assignable or transferable by Customer without MBS's prior written consent. MBS may terminate this Agreement if Equipment is sold or transferred to a third party, and upon either event all remaining payments shall become immediately due and owing. Equipment may not be relocated without the prior written approval of MBS.
3. The pricing of this Agreement is based upon a single sided, 8.5" X 11" images and/or a single sided, 8.5"X14". 11X17 images and/or 8.5X11 two-sided images will be counted as two images. In the event of early termination by the Customer, all remaining charges shall become immediately due and owing. Customer shall pay all applicable sales tax, installation and freight charges. If Customer fails to make any payment when due, Customer agrees to pay MBS interest at the rate of one and one-half percent (1.5%) per month or the maximum interest rate permitted by law, whichever is less on any such overdue or outstanding balances. Customer shall pay a $35.00 service charge on any and all returned checks.
4. This Agreement does not cover IT support beyond the specific equipment and included hardware listed on the front of this Agre ement, unless the **Value-added IT Support** YES box is checked on the front of this document. All network support beyond the initial installation and/or scope of the Va lue-added IT Support (if checked) will be chargeable at MBS's standard time and materials rates, unless covered by a separate network support agreement.
5. All required preventive maintenance and emergency service necessary to keep the Equipment in efficient operating order will be performed by MBS during its regular business hours (8:00 a.m. - 5:00 p.m., Monday through Friday, except holidays).
6. MBS will replace without charge, parts which have been broken or worn through normal use and are necessary to machine servicing a nd maintenance adjustments, including consumables (as indicated on front of this agreement) such as toner, developer, drums and fuser rollers within the limits of their suggested yield. (Paper and Staples are excluded). Additional toner requested beyond 125% of manufacturer's average yield specifications is subject to additional charges.
7. Customer will be responsible for the daily care and cleaning of the top glass, dusting equipment, replenishing toner, clearing obvious paper jams, and reporting meter reads. It is the customer's responsibility to provide a key operator who shall be responsible for normal operator functions listed above. In addition, it is the customer's responsibility to provide MBS with meter readings as needed. If current meter reading is not submitted after repeated requests, MBS will use an estimated meter reading based on service history for billing period. Customer agrees that MBS will not be held accountable to make adjustments, repairs or replacements if MBS is not provided reasonable access to the equipment. Service calls for normal operator functions (adding or changing supplies, removing misfeeds, cleaning glass, etc.) will be subject to a time and material service charge at MBS's then current rate. Additional chargeable services include but are not limited to:
   a) Repairs resulting from causes other than normal use: Customer's willful act; negligence or misuse; Customer's use of supplies (including paper) or spare parts which do not meet published specifications and which cause abnormally frequent service calls or service problems; accident, failure or variances of electrical power; failure to provide air conditioning, heat or humidity control as required; abuse, theft, fire, water, or any other damage resulting from uncontrollable causes. MBS will make every effort to inform Customer of potential proplem prior to resorting to a chargeable service call.
   b) Subsequent repairs made when personnel other than those of MBS or its assigned Servicing Dealer perform service.
   c) Transportation and relocation - repairs resulting from unauthorized relocation of equipment by anyone other than MBS.
   d) Work which Customer requests to be performed outside regular business hours.
8. When in MBS's opinion the Equipment becomes of advanced age or usage exceeds manufacturer's specifications, and cannot be maintained in good working order through MBS's routine preventive maintenance service, or if work beyond the scope of this Agreement is required, MBS shall submit to Customer a cost estimate of such work. If Customer declines to authorize the same, MBS shall have the right, on ten (10) days written notice to Customer, to terminate service under this Agreement as to any or all items of Equipment. Removed parts replaced by MBS shall become property of MBS. MBS shall have full and free access to the equipment to provide service thereon. Neither MBS nor an assigned Servicing Dealer shall be responsible for any delays in servicing the Equipment due to the inability or delay in obtaining a necessary part or supply.
9. MBS assumes no liability for operator error or damage caused by customer.
10. MBS's obligations and warranties under this agreement are in lieu of (A) all other warranties, expressed or implied, including implied warranties of *merchantability and fitness for a particular purpose, which are specifically waived and (B) all other obligations or liablities for damages including, but not* limited to: 1) personal injury or property damage, or 2) loss of profit or other consequential damages arising out of or in connection with this agreement or the maintenance service caused directly or indirectly my strikes, accidents, climatic conditions, or reason of similar nature beyond its control. Customer agrees that if MBS caused any injury or damage to customer or customer's property, which said claim is not otherwise waived herein, customer agrees that the maximum amount that MBS shall have to pay customer for said injury or damage is an amount equal to the services rendered to the customer that caused said injury or damage.
11. This Agreement constitutes the entire Agreement between the parties with respect to the furnishing of maintenance service superseding all previous proposals, oral or written.
12. MBS reserves the right to withhold service and product if Customer fails to make any payment due under the terms and conditions of this Agreement. If Customer fails to make any payment when due under the terms and conditions of this Agreement as set forth above or otherwise is in default of the terms and conditions of this Agreement, Customer agrees that all payments due under said Agreement shall be accelerated and Customer shall be liable for all payments due under the full term of this Agreement that are unpaid or the reasonable cost of all services completed by MBS for the benefit of Customer, whichever is greater. If Customer breaches any term or condition of this Agreement, Customer agrees to reimburse MBS for all attorney fees and costs MBS expends to enforce the terms and conditions of this Agreement against Customer. Further, this Agreement shall be interpreted exclusively under the laws of the State of California.

usbank. EQUIPMENT FINANCE

Rental Agreement

APPLICATION NO.	AGREEMENT NO.
2189459	

Send Account Inquiries to: 1310 Madrid Street Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words User, Lessee, you and your refer to Customer. The words Owner, Lessor, we, us and our refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
County of San Benito			419 4th Street	
CITY	STATE	ZIP	PHONE	FAX
Hollister	CA	95023	831-646-4120	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)
DA's Office 419 4th Street, Hollister, CA 95023

SUPPLIER INFORMATION

NAME OF SUPPLIER			STREET ADDRESS	
MBS Business Systems			325 Victor Street, Suite A	
CITY	STATE	ZIP	PHONE	FAX
Salinas	CA	93907	831-758-1048	831-758-5984

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.
Konica Minolta Bizhub 654e Digital MFP	
Fujitsu fi-7160 Scanner	
Fujitsu fi-7160 Scanner	

APPROVED AS TO FORM
SAN BENITO COUNTY COUNSEL
Matthew Granger 1-12-2017
DATE

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

☐ See the attached Schedule A

TERM AND PAYMENT SCHEDULE

Term in 60 Months 60 Payments* of $ 227.04 *plus applicable taxes

The rent contract payment ("Payment") period is monthly unless otherwise indicated.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER ACCEPTANCE

OWNER	SIGNATURE	TITLE	DATED
U.S. Bank Equipment Finance			

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
County of San Benito	X		

FEDERAL TAX I.D. # PRINT NAME

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects. You understand that we have purchased the Equipment from the supplier, and you may contact the supplier for a full description of any warranty rights under the supply contract, which we hereby assign to you for the term of this Agreement (or until you default). Your approval as indicated below of our purchase of the Equipment from the supplier is a condition precedent to the effectiveness of this Agreement.

CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATE OF DELIVERY
County of San Benito	X		

1. **AGREEMENT:** For business purposes only, you agree to rent from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items"), which are included in the word "Equipment" unless seperately stated), all as described on page 1 of this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name. This Agreement becomes valid upon execution by us and will start on the date we pay the supplier. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. This Agreement will renew for 12-month term(s) unless you send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed, in which case you shall return the Equipment (according to the conditions herein). If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing or titling fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of $30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, you agree to pay a monthly property damage surcharge ("PDS") of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, under the PDS program that is further described on a letter from us to you. We may make a profit on this program. Under this program, AS LONG AS YOU ARE NOT IN DEFAULT AT THE TIME OF A LOSS (excluding losses from intentional acts), the remaining balance owed on the subject Equipment will be forgiven. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and you do not have the PDS program, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated residual value of the Equipment (both discounted at 3%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, the new Owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Owner will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you break any of your promises in this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment (both discounted at 3%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that your rights and remedies are governed exclusively by this Agreement. You waive all rights under Article 2A (508-522) of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

8. **FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

9. **WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARDS TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.**

10. **LAW, JURY WAIVER:** Agreements, promises and commitments made by Owner, concerning loans and other credit extensions must be in writing, express consideration and be signed by Owner to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

usbank

EQUIPMENT FINANCE

AGREEMENT NO.
2189459

MBS

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # 2189459, dated . between **County of San Benito**, as Customer and **U.S. Bank Equipment Finance**, as Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is $1.00 or $101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (ii) you make or have made any false statement or misrepresentation to us, (iii) you dissolve, terminate your existence or file bankruptcy, or (iv) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance	County of San Benito
Lessor	Customer
	X
Signature	Signature
Title Date	Title Date

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL
COUNTY COUNSEL 1-12-2017 DATE

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

usbank.

EQUIPMENT FINANCE

CALIFORNIA JUDICIAL REFERENCE AGREEMENT

This California Judicial Reference Agreement ("**Agreement**") is entered into in connection with any existing financing ("**Financing**") provided by U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("USBEF") ("**Lessor/Secured Party**") to COUNTY OF SAN BENITO ("**Customer**") evidenced, secured and/or supported by one or more leases, loan agreements, notes, security agreements, supplements, guaranties and/or other documents, together with any and all schedules and riders thereto and any and all other agreements executed and delivered by Customer in connection therewith, being hereinafter referred to as the "**Financing Documents.**"

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto (collectively, the "**Parties**") agree as follows:

1. Any and all disputes, claims and controversies arising out of the Financing Documents or the transactions contemplated thereby (including, but not limited to, actions arising in contract or tort and any claims by a Party against Lessor/Secured Party related in any way to the Financing) (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms of this Agreement in lieu of the jury trial waivers otherwise provided in the Financing Documents.

2. Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure Sections 638 et seq.

3. The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least ten (10) years' experience practicing commercial law. The Parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior written consent of all Parties.

4. If the Parties are unable to agree upon a referee within ten (10) calendar days after one Party serves a written notice of intent for judicial reference upon the other Party or Parties, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b).

5. The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court and California Evidence Code, except as otherwise specifically agreed by the Parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.

6. Nothing in this Agreement shall be deemed to apply to or limit the right of Lessor/Secured Party (a) to exercise self help remedies such as (but not limited to) setoff, (b) to foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, (c) to obtain from a court provisional or ancillary remedies (including, but not limited to, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver), or (d) to pursue rights against a party in a third-party proceeding in any action brought against Lessor/Secured Party (including actions in bankruptcy court). Lessor/Secured Party may exercise the rights set forth in the foregoing clauses (a) through (d), inclusive, before, during or after the pendency of any judicial reference proceeding. Neither the exercise of self help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies or the opposition to any such provisional remedies shall constitute a waiver of the right of any Party, including, but not limited to, the claimant in any such action, to require submission to judicial reference the merits of the Dispute occasioning resort to such remedies. No provision in the Financing Documents regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in any Financing Document for judicial reference of any Dispute.

7. If a Dispute includes multiple claims, some of which are found not subject to this Agreement, the Parties shall stay the proceedings of the Disputes or part or parts thereof not subject to this Agreement until all other Disputes or parts thereof are resolved in accordance with this Agreement. If there are Disputes by or against multiple parties, some of which are not subject to this Agreement, the Parties shall sever the Disputes subject to this Agreement and resolve them in accordance with this Agreement.

8. During the pendency of any Dispute which is submitted to judicial reference in accordance with this Agreement, each of the Parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Agreement. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing Party shall be entitled to reasonable court costs and legal fees, including customary attorneys' fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the Party by its counsel, in such amount as is determined by the referee.

9. In the event of any challenge to the legality or enforceability of this Agreement, the prevailing Party shall be entitled to recover the costs and expenses from the non-prevailing Party, including reasonable attorneys' fees, incurred by it in connection therewith.

10. THIS AGREEMENT CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN OR AMONG THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638.

IN WITNESS WHEREOF, Lessor/Secured Party and Customer have each caused this California Judicial Reference Agreement to be duly executed as of _____, 2014.

U.S. Bank Equipment Finance	COUNTY OF SAN BENITO
Lessor/Secured Party	Customer
	X
Signature	Signature
Title	Title

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL
Matthew Granger 1-12-2017
COUNTY COUNSEL DATE

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE FINANCING DOCUMENTS. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

A595 REV 12/13

REQUEST FOR CERTIFICATE OF INSURANCE

THIS FORM IS PROVIDED FOR THE CUSTOMER TO APPROVE AND FORWARD TO HIS INSURERS.

Date:_____

Description of Item(s) to be insured

TO: Lessee's Insurance Agent

Name of Agency:_____

Agent:_____

Address:_____

_____

Phone#:_____

Fax# :_____

Email:_____

Model: Konica Minolta Bizhub 654e

S/N:_____

Model: Fujitsu fi-7160 Scanner

S/N:_____

Model: Fujitsu fi-7160 Scanner

S/N:_____

Insurable Value:$ 12,509.09

We have entered into an agreement with the owner for the above described item(s). This is a "Net" agreement and we are responsible for the insurance. The insurance policy must include a provision for the following requirements.

COMPREHENSIVE GENERAL LIABILITY / PROPERTY DAMAGE COVERAGE:

PLEASE SHOW AS ADDITIONAL INSURED AND LENDERS LOSS PAYEE ON THE CERTIFICATE OF INSURANCE.

US BANCORP
1310 MADRID STREET, STE. 101
MARSHALL MN 56258
PHONE: 800-328-5371
FAX: 800-328-9092
EMAIL: ef.insurance.group@usbank.com

I authorize the above agent to immediately place the insurance coverage required for the described item(s). Please issue a binder of insurance to the above named additional Insured and Loss Payee by return mail and replace it with the original insurance policy or endorsement within 30 days.

This certificate should indicate the following: "It is agreed that US Bancorp will be notified in writing 10 days prior to cancellation or other material change in the condition of this policy".

LesseeName: County of San Benito

Address: 419 4th Street

City, State,Zip: Hollister, CA 95023

LESSEE AGREEMENT# 2189459

Amortization Schedule

County of San Benito
DA's Office

	Enter values
Loan amount (Includes Sales Tax)	$ 13,320.91
Annual interest rate	4.074%
Loan period in years	5.0
Start date of loan	
Monthly payment (Includes Sales Tax)	$ 245.77
Number of payments	60
Total sales tax	$ 1,123.80
Total interest	$ 1,316.99
Total cost of loan	$ 14,637.90

MBS

Konica Minolta Bizhub 654e / Fujitsu Scanner x2

Amortization provided by MBS as a courtesy for planning/budgeting. Final invoice amounts from US Bank may differ.

No.	Beginning Balance	Monthly Payment	Sales Tax	Total Payment	Principal	Interest	Ending Balance
1	$ 13,320.91	$ 227.04	$ 18.73	$ 245.77	$ 185.26	$ 41.79	$ 13,120.36
2	$ 13,120.36	$ 227.04	$ 18.73	$ 245.77	$ 185.89	$ 41.16	$ 12,919.14
3	$ 12,919.14	$ 227.04	$ 18.73	$ 245.77	$ 186.52	$ 40.53	$ 12,717.23
4	$ 12,717.23	$ 227.04	$ 18.73	$ 245.77	$ 187.15	$ 39.89	$ 12,514.63
5	$ 12,514.63	$ 227.04	$ 18.73	$ 245.77	$ 187.79	$ 39.26	$ 12,311.35
6	$ 12,311.35	$ 227.04	$ 18.73	$ 245.77	$ 188.42	$ 38.62	$ 12,107.38
7	$ 12,107.38	$ 227.04	$ 18.73	$ 245.77	$ 189.06	$ 37.98	$ 11,902.71
8	$ 11,902.71	$ 227.04	$ 18.73	$ 245.77	$ 189.71	$ 37.34	$ 11,697.35
9	$ 11,697.35	$ 227.04	$ 18.73	$ 245.77	$ 190.35	$ 36.70	$ 11,491.30
10	$ 11,491.30	$ 227.04	$ 18.73	$ 245.77	$ 191.00	$ 36.05	$ 11,284.54
11	$ 11,284.54	$ 227.04	$ 18.73	$ 245.77	$ 191.64	$ 35.40	$ 11,077.08
12	$ 11,077.08	$ 227.04	$ 18.73	$ 245.77	$ 192.30	$ 34.75	$ 10,868.92
13	$ 10,868.92	$ 227.04	$ 18.73	$ 245.77	$ 192.95	$ 34.10	$ 10,660.05
14	$ 10,660.05	$ 227.04	$ 18.73	$ 245.77	$ 193.60	$ 33.44	$ 10,450.47
15	$ 10,450.47	$ 227.04	$ 18.73	$ 245.77	$ 194.26	$ 32.78	$ 10,240.18
16	$ 10,240.18	$ 227.04	$ 18.73	$ 245.77	$ 194.92	$ 32.12	$ 10,029.17
17	$ 10,029.17	$ 227.04	$ 18.73	$ 245.77	$ 195.58	$ 31.46	$ 9,817.45
18	$ 9,817.45	$ 227.04	$ 18.73	$ 245.77	$ 196.25	$ 30.80	$ 9,605.01
19	$ 9,605.01	$ 227.04	$ 18.73	$ 245.77	$ 196.91	$ 30.13	$ 9,391.85
20	$ 9,391.85	$ 227.04	$ 18.73	$ 245.77	$ 197.58	$ 29.46	$ 9,177.97
21	$ 9,177.97	$ 227.04	$ 18.73	$ 245.77	$ 198.25	$ 28.79	$ 8,963.36
22	$ 8,963.36	$ 227.04	$ 18.73	$ 245.77	$ 198.93	$ 28.12	$ 8,748.02
23	$ 8,748.02	$ 227.04	$ 18.73	$ 245.77	$ 199.60	$ 27.44	$ 8,531.95
24	$ 8,531.95	$ 227.04	$ 18.73	$ 245.77	$ 200.28	$ 26.77	$ 8,315.14
25	$ 8,315.14	$ 227.04	$ 18.73	$ 245.77	$ 200.96	$ 26.09	$ 8,097.60
26	$ 8,097.60	$ 227.04	$ 18.73	$ 245.77	$ 201.64	$ 25.40	$ 7,879.32
27	$ 7,879.32	$ 227.04	$ 18.73	$ 245.77	$ 202.33	$ 24.72	$ 7,660.30
28	$ 7,660.30	$ 227.04	$ 18.73	$ 245.77	$ 203.01	$ 24.03	$ 7,440.54
29	$ 7,440.54	$ 227.04	$ 18.73	$ 245.77	$ 203.70	$ 23.34	$ 7,220.03
30	$ 7,220.03	$ 227.04	$ 18.73	$ 245.77	$ 204.40	$ 22.65	$ 6,998.77
31	$ 6,998.77	$ 227.04	$ 18.73	$ 245.77	$ 205.09	$ 21.96	$ 6,776.76
32	$ 6,776.76	$ 227.04	$ 18.73	$ 245.77	$ 205.79	$ 21.26	$ 6,554.00
33	$ 6,554.00	$ 227.04	$ 18.73	$ 245.77	$ 206.48	$ 20.56	$ 6,330.48
34	$ 6,330.48	$ 227.04	$ 18.73	$ 245.77	$ 207.19	$ 19.86	$ 6,106.20
35	$ 6,106.20	$ 227.04	$ 18.73	$ 245.77	$ 207.89	$ 19.16	$ 5,881.16
36	$ 5,881.16	$ 227.04	$ 18.73	$ 245.77	$ 208.60	$ 18.45	$ 5,655.36

No.	Beginning Balance	Monthly Payment	Sales Tax	Total Payment	Principal	Interest	Ending Balance
37	$ 5,655.36	$ 227.04	$ 18.73	$ 245.77	$ 209.30	$ 17.74	$ 5,428.79
38	$ 5,428.79	$ 227.04	$ 18.73	$ 245.77	$ 210.01	$ 17.03	$ 5,201.45
39	$ 5,201.45	$ 227.04	$ 18.73	$ 245.77	$ 210.73	$ 16.32	$ 4,973.34
40	$ 4,973.34	$ 227.04	$ 18.73	$ 245.77	$ 211.44	$ 15.60	$ 4,744.46
41	$ 4,744.46	$ 227.04	$ 18.73	$ 245.77	$ 212.16	$ 14.88	$ 4,514.79
42	$ 4,514.79	$ 227.04	$ 18.73	$ 245.77	$ 212.88	$ 14.16	$ 4,284.35
43	$ 4,284.35	$ 227.04	$ 18.73	$ 245.77	$ 213.60	$ 13.44	$ 4,053.13
44	$ 4,053.13	$ 227.04	$ 18.73	$ 245.77	$ 214.33	$ 12.71	$ 3,821.12
45	$ 3,821.12	$ 227.04	$ 18.73	$ 245.77	$ 215.06	$ 11.99	$ 3,588.32
46	$ 3,588.32	$ 227.04	$ 18.73	$ 245.77	$ 215.79	$ 11.26	$ 3,354.73
47	$ 3,354.73	$ 227.04	$ 18.73	$ 245.77	$ 216.52	$ 10.52	$ 3,120.35
48	$ 3,120.35	$ 227.04	$ 18.73	$ 245.77	$ 217.26	$ 9.79	$ 2,885.17
49	$ 2,885.17	$ 227.04	$ 18.73	$ 245.77	$ 217.99	$ 9.05	$ 2,649.20
50	$ 2,649.20	$ 227.04	$ 18.73	$ 245.77	$ 218.73	$ 8.31	$ 2,412.42
51	$ 2,412.42	$ 227.04	$ 18.73	$ 245.77	$ 219.48	$ 7.57	$ 2,174.84
52	$ 2,174.84	$ 227.04	$ 18.73	$ 245.77	$ 220.22	$ 6.82	$ 1,936.46
53	$ 1,936.46	$ 227.04	$ 18.73	$ 245.77	$ 220.97	$ 6.07	$ 1,697.26
54	$ 1,697.26	$ 227.04	$ 18.73	$ 245.77	$ 221.72	$ 5.32	$ 1,457.25
55	$ 1,457.25	$ 227.04	$ 18.73	$ 245.77	$ 222.47	$ 4.57	$ 1,216.43
56	$ 1,216.43	$ 227.04	$ 18.73	$ 245.77	$ 223.23	$ 3.82	$ 974.79
57	$ 974.79	$ 227.04	$ 18.73	$ 245.77	$ 223.99	$ 3.06	$ 732.33
58	$ 732.33	$ 227.04	$ 18.73	$ 245.77	$ 224.75	$ 2.30	$ 489.05
59	$ 489.05	$ 227.04	$ 18.73	$ 245.77	$ 225.51	$ 1.53	$ 244.94
60	$ 244.94	$ 227.04	$ 18.73	$ 245.77	$ 226.28	$ 0.77	$ (0.00)

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: 2/7/2017

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: James A. Rydingsword

AGENDA ITEM PREPARER: Andi Anderson

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICE AGENCY - J. RYDINGSWORD
Approve new appointment of Mr. James Dion to the Workforce Development Board for a three year term effective February 7, 2017 through February 4, 2020.
SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The Workforce Development Board requests the appointment of Mr. James Dion, as a Public representative, a required board position pursuant to the Workforce Innovation & Opportunity Act Federal Register, Membership of the
Local Board, Section 107. The WDB approved Mr. Dion's appointment at their 1/13/2017 meeting. These board positions are volunteer positions. The representatives from the various required agencies/businesses are not paid by CSWD or the various program/funding sources of the agency. The only time any reimbursement is
provided is when/if it is required that a board member attend a Workforce Innovation & Opportunity Act workshop/training/seminar, etc.

OTHER AGENCY INVOLVEMENT:

There are no other agencies involved in this request.

BUDGETED:

No

SBC BUDGET LINE ITEM NUMBER:

N/A

CURRENT FY COST:

N/A

STAFF RECOMMENDATION:

It is recommended that the Board of Supervisors:
New Appointment of Mr. James Dion to represent the Private Sector, a mandated board position, for a three year term, effective 2/7/2017 through 2/7/2020.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
James Dion WDB Application	1/26/2017	Other

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: 2/7/2017

(1) SUBJECT: New APPOINTMENT TO THE WORKFORCE DEVELOPMENT BOARD (WDB)

(2) BACKGROUND INFORMATION (If not summarized within this space provide a staff report instead, noting attachment):

The Workforce Development Board requests the appointment of Mr. James Dion, as a Public representative, a required board position pursuant to the Workforce Innovation & Opportunity Act Federal Register, Membership of the Local Board, Section 107. The WDB approved Mr. Dion's appointment at their 1/13/2017 meeting.

These board positions are volunteer positions. The representatives from the various required agencies/businesses are not paid by CSWD or the various program/funding sources of the agency. The only time any reimbursement is provided is when/if it is required that a board member attend a Workforce Innovation & Opportunity Act workshop/ training/seminar, etc.

OTHER AGENCY INVOLVEMENT:

There are no other agencies involved in this request.

(4) SUPPORTIVE DOCUMENTS RELATIVE TO THIS ITEM:
☐ Contract ☐ Resolution
☐ Ordinance ■ Other:

(5) PREVIOUS RELEVANT BOARD ACTIONS ON THIS SPECIFIC ITEM:
The BOS periodically approves WDB members

(6) FUNDING SOURCE(S):

(7) CURRENT YEAR COST: $ 0.00

(8) ANNUAL OR PROJECT COST: $ 0.00

(9) BUDGETED: YES ☐ 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. James Dion to represent the Private Sector, a mandated board position, for a three year term, effective 2/7/2017 through 2/7/2020

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

BOARD/COMMISSION/COMMITTEE APPOINTMENT

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

(PLEASE PRINT)

BOARD/COMMISSION: **Workforce Development Board (WDB)**

CONTACT PERSON: **Enrique Arreola**

NAME OF APPOINTEE:
James Dion
1111 San Felipe Road, Ste 107
Hollister, CA 95023

PHONE**:** **(831) 634-3324** **E-Mail: james.dion@edd.ca.gov**

DATE APPOINTMENT EFFECTIVE: **2/7/2017**

TERM ENDING: **12:00:00 AM**

MANDATED PARTNER for the: **Public Sector**

PREVIOUS APPOINTMENTS: **New** Appointment to the WDB

****

REQUIREMENTS:
If this is a new appointment, a copy of the letter of resignation from the replaced individual is to be attached to this form.

Return completed form along with transmittal to:

San Benito County
Attention: 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: **Workforce Development Board (WDB)**

NAME: James M Dion

PHONE: 831[redacted] E-MAIL: james.dion@edd.ca.gov

BUSINESS ADDRESS: 1111 San Felipe Road Ste 107

CITY: Hollister ZIP: 95023

LENGTH OF RESIDENCY: 1 Mo

SUPERVISOR DISTRICT: Jaime De La Cruz

OCCUPATION: Manager

EDUCATION: BS Business Management

AFFILLIATIONS: Former WDB Board member Santa Cruz County, EDD manager

REASON(S) FOR SEEKING APPOINTMENT:

DATE: January 09, 2017 SIGNATURE: James M Dion

****

Return completed form to:

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

and/or

Community Services & Workforce Development
Attn: Andi Anderson
1111 San Felipe Road, Ste 108
Hollister, CA 95023
(831) 637-9293
(831) 637-0996 FAX
Email to: 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: 11.

MEETING DATE: 2/7/2017

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: James A. Rydingsword

AGENDA ITEM PREPARER: Andi Anderson

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD
Approve re-appointment of Mr. Richard Bianchi to the Workforce Development Board for a three year term, effective February 7, 2017 through February 7, 2020.
SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The Workforce Development Board requests the re-appointment of Mr. Richard Bianchi, as a Public representative, a required board position pursuant to the Workforce Innovation & Opportunity Act Federal Register, Membership of the Local Board, Section 107. The WDB approved Mr. Bianchi's re-appointment at their 1/13/2017 meeting.

These board positions are volunteer positions. The representatives from the various required agencies/businesses are not paid by CSWD or the various program/funding sources of the agency. The only time any reimbursement is provided is when/if it is required that a board member attend a Workforce Innovation & Opportunity Act workshop/ training/seminar, etc.

OTHER AGENCY INVOLVEMENT:

There are no other agencies involved in this request.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

0

STAFF RECOMMENDATION:

It is recommended that the Board of Supervisors:

Re-Appointment of Mr. Richard Bianchi to represent the Private Sector, a mandated board position, for a three year term, effective 2/7/2017 through 2/7/2020.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Richard Bianchi - reappointment	1/25/2017	Other

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: 2/7/2017

(1) SUBJECT: Re-APPOINTMENT TO THE WORKFORCE DEVELOPMENT BOARD (WDB)

(2) BACKGROUND INFORMATION (If not summarized within this space provide a staff report instead, noting attachment):

The Workforce Development Board requests the appointment of Mr. Richard Bianchi, as a Public representative, a required board position pursuant to the Workforce Innovation & Opportunity Act Federal Register, Membership of the Local Board, Section 107. The WDB approved Mr. Bianchi's appointment at their 1/13/2017 meeting.

These board positions are volunteer positions. The representatives from the various required agencies/businesses are not paid by CSWD or the various program/funding sources of the agency. The only time any reimbursement is provided is when/if it is required that a board member attend a Workforce Innovation & Opportunity Act workshop/ training/seminar, etc.

OTHER AGENCY INVOLVEMENT:

There are no other agencies involved in this request.

(4) SUPPORTIVE DOCUMENTS RELATIVE TO THIS ITEM:
☐ Contract ☐ Resolution
☐ Ordinance ■ Other:

(5) PREVIOUS RELEVANT BOARD ACTIONS ON THIS SPECIFIC ITEM:
The BOS periodically approves WDB members

(6) FUNDING SOURCE(S):

(7) CURRENT YEAR COST: $ 0.00

(8) ANNUAL OR PROJECT COST: $ 0.00

(9) BUDGETED: YES ☐ 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:

Re- Appointment of Mr. Richard Bianchi to represent the Private Sector, a mandated board position, for a three year term, effective 2/7/2017 through 2/7/2020.

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

BOARD/COMMISSION/COMMITTEE APPOINTMENT

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

(PLEASE PRINT)

BOARD/COMMISSION: **Workforce Development Board (WDB)**

CONTACT PERSON: **Enrique Arreola**

NAME OF APPOINTEE:
Richard Bianchi
7060 Lovers Lane
Hollister, CA 95023

PHONE**:** **(831) 682-8302** **E-Mail: richard@saborfarms.com**

DATE APPOINTMENT EFFECTIVE: **2/7/2017**

TERM ENDING: **2/7/2020**

MANDATED PARTNER for the: **Public Sector**

PREVIOUS APPOINTMENTS: **Re-** Appointment to the WDB

****

REQUIREMENTS:
If this is a new appointment, a copy of the letter of resignation from the replaced individual is to be attached to this form.

Return completed form along with transmittal to:

San Benito County
Attention: 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: **WORKFORCE INVESTMENT BOARD (WIB)**

NAME: Richard Bianchi

PHONE: 408[redacted]

HOME ADDRESS: [redacted]

CITY: Hollister ZIP: 95023

LENGTH OF RESIDENCY: 16 years Email: richbianchi@[redacted]

SUPERVISOR DISTRICT:

OCCUPATION: Ranch manager Sabor Farms

EDUCATION: AA

AFFILLIATIONS: San Benito County Farm Bureau

REASON(S) FOR SEEKING APPOINTMENT: interest in keeping and developing a informed

And educated work force

DATE: 1\8\11 SIGNATURE: Richard Bianchi

****

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	or	Community Services & Workforce Dev. (CSWD) Attention: Kathy Flores, HHSA Director 1111 San Felipe Road, Suite 108 Hollister, CA 95023 (831) 637-9293 (831) 637-0996 FAX

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: 2/7/2017

DEPARTMENT: HUMAN RESOURCES

DEPT HEAD/DIRECTOR: B. Thompson

AGENDA ITEM PREPARER: G. Cochran

SBC DEPT FILE NUMBER: 630

SUBJECT:

HUMAN RESOURCES - G. COCHRAN
Adopt a resolution approving a side letter with the Management Employees Group (MEG) to provide 5% assignment pay for the Program Manager assigned to the Eligibility Division in the Health and Human Services Agency.
SBC FILE NUMBER: 630
RESOLUTION NO: 2017-3

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The Health and Human Services Agency has three Program Manager positions who oversee specialized and multiple-interface social services programs having impacts on other related public assistance benefit or employment programs. The Program Manager assigned to the Eligibility Division oversees significantly more complex and far larger programs than those of the other Program Managers in the department.

In order to avoid a proliferation of job classes while compensating the individual assigned to the Eligibility Division fairly, staff is proposed to provide a 5% Assignment Pay stipend to the Program Manager assigned to the Eligibility Division.

Other Agency Involvement
This has been discussed with the Management Employees Group (MEG) who have concurred with this and signed the attached side letter.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

1) Adopt a Resolution approving the side letter between the County of San Benito and MEG.

2) Authorize the County Administrator of his/her designee to make any technical edits as later identified.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Side Letter	1/18/2017	Other
Resolution	1/18/2017	Resolution

SIDE LETTER OF AGREEMENT
BETWEEN
THE COUNTY OF SAN BENITO
AND
MANAGEMENT EMPLOYEES GROUP (MEG)

RECITALS

This side letter of Agreement has been jointly prepared by the designated representatives of the County of San Benito (County) a public agency within the meaning of section 3501(c) of the Government Code of the State of California, and the designated representatives of the Management Employees Group (MEG) after meeting and conferring in good faith under section 3505 of the Government Code of the State of California to modify the current Memorandum of Understanding between the County and the Association as follows;

WHEREAS, the parties desire to revise the language contained in the current Memorandum of Understanding between the parties to provide assignment pay for a specific assignment of a Program Manager in Health and Human Services.

NOW THEREFORE, the MOU shall be amended as follows:

ARTICLE 2: COMPENSATION

Add:

2.1.5 Assignment Pay

A five percent (5%) wage differential will be provided to the Program Manager who is assigned to the Eligibility Division in the Health and Human Services Department as compensation for the large number of major programs overseen and staff supervised and the complexity of the programs supervised. This wage differential will apply to all paid hours and is applicable only to the Program Manager assignment as identified in this section.

NOW THEREFORE, the parties further agree, that during the term of the current MOU, to continue to meet and confer if necessary, over any impacts within the scope of representation related to this side letter.

For the County

Ray Espinosa — Date
County Administrative Officer

Georgia Cochran — Date 1/17/17
Human Resources

For the Management Employees Group

Ellen Campos — Date 1-17-17
President

RESOLUTION NO. 2017 - _____
A RESOLUTION OF THE SAN BENITO COUNTY BOARD OF SUPERVISORS APPROVING A SIDE LETTER BETWEEN THE COUNTY OF SAN BENITO AND THE MANAGEMENT EMPLOYEES GROUP (MEG),

WHEREAS, the Management Employees Group (MEG) is a recognized bargaining unit within San Benito County; and,

WHEREAS, the County and the bargaining units are required under the Meyers-Milias-Brown Act to meet and confer in good faith regarding wages, hours and others terms and conditions of employment; and

WHEREAS, the County and MEG, having met and conferred in good faith, have reached an agreement on a side letter for the bargaining unit, thus modifying the existing MOU between the parties.

NOW, THEREFORE, BE IT FURTHER RESOLVED AND ORDERED that the San Benito County Board of Supervisors hereby enacts the following:

1) Adopt a Resolution approving the side letter between the County of San Benito and MEG.

2) Authorize the County Administrator of his/her designee to make any technical edits as later identified.

PASSED AND ADOPTED by the Board of Supervisors of the County of San Benito, State of California, at the meeting of said Board on this 7th day of February 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By _____
Jaime De La Cruz
Chair, Board of Supervisors

ATTEST:
Chase Graves
Clerk of the Board

_____
By:

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

_____
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: 13.

MEETING DATE: 2/7/2017

DEPARTMENT: COUNTY ADMINISTRATION OFFICE

DEPT HEAD/DIRECTOR: Ray Espinosa

AGENDA ITEM PREPARER: Barbara Thompson/Georgia Cochran

SBC DEPT FILE NUMBER: 630

SUBJECT:

HUMAN RESOURCES - G. COCHRAN
Receive status report of "frozen" vacation balances of unrepresented employees.
SBC FILE NUMBER: 630

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

On April 3, 2012, your Board adopted a Resolution regarding concessions for Unrepresented Employees, which include Appointed Department Heads, Confidential Management and Confidential Employees. The concessions included a provision regarding vacation accrual limits and outlined a plan for the drawdown of the "frozen" vacation balances to a designed level (two times the annual accrual rate.)

Similarly, the MOU for MEG that was negotiated with the Management Employees Group (MEG) from October 1, 2012 through September 29, 2015, also established a frozen account, but there were no requirements imposed on MEG to "draw down" the frozen account. Therefore, the attached report does not include the current vacation balances of the MEG employees, but that information can be brought back to the Board at a future meeting if desired. Additionally, it should be noted that one MEG employee transferred into the Department Head group, which increased the number of

frozen vacation hours being tracked.

See the attached report of vacation balances in the frozen banks of the Unrepresented Employees, which compares levels from December 2012 to present. Due to employees using time from their "frozen" vacation banks, as well as those employees who have left County service, the frozen vacation leave balance has been reduced by 2,423 hours. Note that this table has been revised since last August to account for promotions into the unrepresented group. This reduction serves to lessen the County's future liability. This report, however, does not include the outstanding liability, or reduction of that liability, for those employees who have never exceeded the 2x accrual limit, as those employees have not been included in this report.

The Board had requested a status report be provided every six months in order to monitor progress on the drawdown. This matter will be agendized again in August 2017 to provide the Board with ongoing information.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

n/a

STAFF RECOMMENDATION:

1) Receive report and direct staff to provide a further report in August 2017.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
report	1/29/2017	Backup Material

UNREPRESENTED EMPLOYEES FROZEN VACATION BANKED HOURS - Listing of employees over frozen limit							
	Years of Service	Dec 2012	July 2013	Aug 2016	Jan 2017	Hours Reduction to date	Hours > Limit
Department Heads							
	n/a	718	580	-		718	-
	n/a	508	372	-		508	-
	10	333	257	215	215	118	no longer over limit
	9	314	314	243	235	79	no longer over limit
	16	1,046	1,046	993	993	53	**657**
	8	275	275	240	240	35	no longer over limit
	8	232	232	232	232	(0)	no longer over limit
	16	-	-	483	431	52	**95**
Summary For Department Heads	**No. of employees over limit**	4	4	1	2		
	Total Hours	**3,430**	**3,080**	**2,406**	**2,347**	**1,083**	
Confidential Management							
	21	1,233	1,104	872	872	361	536
	15	589	589	589	589	0	253
		501	477	-	-	501	-
	No. of employees over limit	3	3	3	2		
	Total Hours	2,323	2,170	1,460	1,462	**863**	
Confidential							
	23	588	588	377	377	211	41
	12	473	376	206	206	267	no longer over limit
	No. of employees over limit	2	2	1	1		

	Total Hours	1,061	964	583	583	478

Total employees over limit **5**

Years of Service	**Biweekly accural**	**Yearly Accural**	**Two times yearly Accrual / Frozen Vacation Max.**
Up to 4 years	3.08	80.08	160.16
4-10 years	4.62	120.12	240.24
10-15 years	5.85	152.1	304.2
15 plus years	6.46	167.96	335.92

Notes
No longer working for the County.
No longer working for the County.
Over limit
New DH (formerly MEG)

Over limit
Over limit
No longer working for the County

Over limit

Total Reduction in Frozen Hours Since 2012

2,423

Former

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: 2/7/2017

DEPARTMENT: HUMAN RESOURCES

DEPT HEAD/DIRECTOR: R. Espinosa

AGENDA ITEM PREPARER: Georgia Cochran

SBC DEPT FILE NUMBER: 790

SUBJECT:

HUMAN RESOURCES - G. COCHRAN
Approve the amendment to the County's Class Title and pay Plan for the Chief Building Official.
SBC FILE NUMBER: 790

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The County has been recruiting for the position of Chief Building Official for more than a year on a continuous basis. To date, the County has received relatively few applicants. While a few of the applicants were minimally qualified, they were due not suitable for the position either due to lack of interest or lack of the required knowledge skills and abilities.

A survey of comparable counties (Kings, Mariposa, Monterey, Santa Cruz, Fresno, Merced, and Stanislaus Counties) indicates the Chief Building Official is 27% below the median of the survey counties. The County has a critical need to fill this position to maintain the County's on-going operations, and additionally, this action will result in work being performed by County staff, rather than with outside firms.

As such, staff is recommending that the Board approve salary adjustments to this class as follows:

	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Chief Building Official	6,584.60	6,913.83	7,259.53	7,622.50	8,003.63	8,403.81	8,824.00

The cost for the remainder of the current fiscal year is approximately $9,580 and will be funded through reduction in payments for contract services. The annual ongoing increase is $28,740 and will be included as part of the FY 2017/18 budget.

BUDGETED:

No

SBC BUDGET LINE ITEM NUMBER:

630

CURRENT FY COST:

$9,580

STAFF RECOMMENDATION:

Approve amendment to the County's class title and pay plan for the Chief Building Official position as detailed.

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: 15.

MEETING DATE: 2/7/2017

DEPARTMENT:

DEPT HEAD/DIRECTOR: Brent Barnes & James Rydingsword

AGENDA ITEM PREPARER: Cynthia Larca

SBC DEPT FILE NUMBER: 130 & 105.3

SUBJECT:

RESOURCE MANAGEMENT AGENCY - B. BARNES
Approve the reclassification of a Parks & Maintenance Worker Position from Migrant Camp to a Building and Grounds Maintenance Worker I/II and transfer the position to the Resource Management Agency.
SBC FILE NUMBER: 105.3

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The Health and Human Services Agency (HHSA) operates a Migrant Labor Camp and Winter Shelter at 2325 Southside Road. The HHSA staff for the location includes a Parks & Maintenance Worker. The County's Human Resources department has recently concluded that the position needs to be reclassified to Building and Grounds Maintenance Worker based on an actual audit of the duties being performed and that the position should be part of the Resource Management Agency (RMA) staff.

The transfer of this position to RMA will provide the necessary training and safety protocols for this type of work as well as appropriate work oversight for "quality of work" issues. Health and Human Services and the Resource Management Agency will jointly supervise the work activities of the

incumbent and have signed the attached Memorandum of Understanding. The cost for this position will continue to be paid through HHSA Office of Migrant Services grant.

Human Resources and SEIU Local #521 have been consulted on this issue and are in agreement with the reclassification of the position.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

256.80.3030.1000.610.101

CURRENT FY COST:

65,720

STAFF RECOMMENDATION:

1. Delete 1.0 FTE Parks & Maintenance Worker from Health and Human Services (Migrant Camp)
2. Add 1.0 FTE Building and Grounds Maintenance Worker I/II to Health and Human Services (Migrant Camp)
3. Transfer 1.0 FTE Building and Grounds Maintenance Worker I/II from Health and Human Services (Migrant Camp) to the Resource Management Agency

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
MOU RMA & HHSA	1/13/2017	MOU

INTERAGENCY MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SAN BENITO COUNTY HEALTH & HUMAN SERVICES AGENCY
AND THE RESOURCE MANAGEMENT AGENCY

This Interagency Memorandum of Understanding is entered into between the San Benito County Health & Human Services Agency, hereafter referred to as HHSA and The San Benito County Resource Management Agency, hereafter referred to as RMA, for the purpose of providing maintenance services for the Migrant Center.

1. RESPONSIBILITIES OF RMA

During the term of this agreement, RMA shall:

A. Oversee the performance of maintenance services at the migrant camp location, as required herein and described in Exhibit A, attached hereto and made a part of this agreement.

B. Employ and train 1.0 Full-Time Equivalent (FTE) position of Building and Grounds Maintenance Worker I/II (BGMW) position to perform the services described in Exhibit A of this agreement.

C. Provide required safety training and job related training for the BGMW.

D. Provide day to day supervision, management, and technical oversight. Lead and participate in the hiring process of the BGMW.

E. Prepare and process all performance reviews and, if necessary, any disciplinary actions. RMA may, of its own initiative, with or without consultation with HHSA, discipline employee, up to and including termination of employment.

F. Meet at least quarterly with HHSA to discuss workload, performance, and long-term maintenance program issues.

2. RESPONSIBILITIES OF HHSA

During the term of this agreement, HHSA shall:

A. Maintain sufficient records to document time spent by personnel assigned to provide services pursuant to this agreement for the purpose of a payment and financial audit.

B. Provide direct payment for salary and benefits costs for the FTE, including any authorized increases in salary, benefits, training costs, etc.

C. Participate in the hiring process of the BGMW.

D. Meet at least quarterly with RMA to discuss workload, performance, and long-term maintenance program issues.

E. Provide funding for safety and job related training, as required.

F. Provide an amount equal to ten percent (10%) of the total salary and benefits for RMA supervision and overhead associated with the BGMW position.

3. COMPENSATION AND FISCAL PROVISIONS

A. The maximum amount payable under this agreement for the term of this contract shall not exceed one hundred ten percent (110%) of the actual personnel costs of a 1.0 full-time equivalent (FTE) Grounds & Building Maintenance Worker II.

B. HHSA understands that RMA will continue to maintain a Grounds & Building Maintenance Worker I/II for the benefit of the migrant camp.

C. HHSA shall seek funding from State Office of Migrant Services during the period covered by this agreement necessary to fulfill the budget provisions of this MOU.

D. HHSA agrees that it will immediately notify RMA of any projected or actual increase, decrease or discontinuance of funding from any source, which would affect any of the terms of this agreement.

E. HHSA reserves the right to request to modify levels of funding for programs and re-negotiate contract budgets, if needed, due to increases or decreases in funding from any funding sources. HHSA also reserves the right to request changes in program design in order to accommodate funding changes. Responsibility for any meet and confer or other labor issues shall be borne by HHSA in conjunction with Human Resources.

F. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

4. BILLING AND PAYMENT

HHSA shall be responsible for actual salary and benefit costs of a 1 FTE Grounds & Building Maintenance Worker I/II, as well as 10% overhead and supervision, and will ensure that funds are transferred via journal voucher no less frequent than quarterly to cover expenses.

Additionally, expenses for training and safety shall be reimbursed by journal entry on an invoice basis.

5. TERM OF THIS AGREEMENT

This agreement shall be in effect beginning January 1, 2017 and continue as long as HHSA operates the Migrant Center and funding is available.

6. TERMINATION OF AGREEMENT

Either party may terminate this agreement upon 60 days written notice. In such event, the employee will remain a RMA employee after termination of the agreement, and be subject to reassignment by RMA in its discretion if funding is available.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. RMA and HHSA shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

8. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

Health & Human Services:

James Rydingsword, Director
San Benito County Health & Humans Services Agency
1111 San Felipe Road, Suite 206
Hollister, CA 95023

Resource Management: Brent Barnes, Director
San Benito County Resource Management Agency
2301 Technology Parkway
Hollister, CA 95023

Notice shall be deemed to be effective two days after mailing.

11. DOCUMENT RETENTION AND REPORTING

RMA and HHSA agree to retain all documents relevant to this agreement for three years from the termination of the agreement or until all federal/state audits are complete, whichever is later. RMA shall fully cooperate with the HHSA in providing any information needed by any governmental entity concerning this agreement.

12. AVAILABILITY OF FUNDS

All funding under this agreement is subject to the availability of Federal, State and County funds. If at any time during the period covered by this agreement the funding from any source is discontinued or decreased, this agreement shall no longer be binding upon HHSA or the RMA, effective on the date this agreement is terminated, or with mutual agreement of the parties or the approval by the Board of Supervisors, on the date that the funding is discontinued or decreased..

14. AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.

IN WITNESS WHEREOF, HHSA and RMA have executed this agreement on the day and year set forth below.

SAN BENITO COUNTY HHSA

Date: 1/12/17

For: James Rydingsword, Director

SAN BENITO COUNTY RMA

Date: 1/12/18

Brent Barnes, Director

EXHIBIT A

Description & Duties of Building & Grounds Maintenance Worker I/II

Duties of Building & Grounds Maintenance Worker I/II

Performs a variety of general maintenance and semi-skilled work in the maintenance and repair of facilities at the County's Migrant Camp including but not limited to:

- Minor electrical/lighting work
- Minor plumbing repairs and installation
- Minor mechanical work
- Minor carpentry work
- Replacing water heaters
- Assembling furniture
- Assisting families moving in and out of units
- Assisting with events held at the Migrant Center
- Cleaning gutters as necessary
- General grounds keeping

Assists in inspecting facilities to identify needed repairs

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: 2/7/2017

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: Brent Barnes

AGENDA ITEM PREPARER: Brent Barnes

SBC DEPT FILE NUMBER: 790

SUBJECT:

RESOURCE MANAGEMENT AGENCY - B. BARNES
Approve contract with 4Leaf, Inc. for Plan Check and Building Official Services for the period of February 15, 2017 to February 14, 2018, in an amount not to exceed $120,000.00.
SBC FILE NUMBER: 790

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

In response to an RFP issued in November 2105, the County executed a contract with Interwest Consulting Group (February 2016) for on-call plan check and building official services. The present contract would replace Interwest with 4Leaf, Inc., using the same scope of services. 4Leaf, Inc. was the runner-up respondent to the original solicitation.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

It is respectfully recommended that the Board of Supervisors:
1. Approve contract with 4Leaf, Inc., for Plan Check and Building Official Services for the period of February 15, 2017 to February 14, 2018, in an amount not to exceed $120,000.00; and
2. Authorize the Chair to sign.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Contract	1/27/2017	Standard Contract
RFQ	1/27/2017	Cover Memo

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and 4Leaf, Inc. ("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 15, 2017, and end on February 14, 2018, unless sooner terminated as specified herein.

2. Scope of Services.

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

3. Compensation for Services.

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

4. General Terms and Conditions.

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

5. Insurance Limits.

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

(a) Comprehensive general liability insurance: $1,000,000
(b) Professional liability insurance: $1,000,000
(c) Comprehensive motor vehicle liability insurance: $250,000/$500,000

6. Termination.

The number of days of advance written notice required for termination of this contract is 30.

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

[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: 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: Kevin J. Duggin

Title: President

Address: 2110 Rheem Drive, Suite A

Pleasanton, CA 94588

Telephone No.: 925-462-5959

Email: ctole@4leafinc.com

SIGNATURES

APPROVED BY COUNTY:

Name: Jaime De La Cruz

Chair, Board of Supervisors

Date:

APPROVED BY CONTRACTOR:

Name: Kevin Duggan

Title: President

Date: 1/27/17

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

Shirley L. Murphy

By: Shirley L. Murphy, Deputy County Counsel

Date: Jan. 27, 2017

ATTACHMENT A

SCOPE OF SERVICES

CONSULTANT shall provide services for building permit and civil plan review, on-call permit inspections and Building Official technical guidance.

Plans Examination Services

- CONTRACTOR shall comprehensive review all plans performs all plan checks for compliance with all applicable local codes, and the state and federal building codes.
- Upon completion of plan review, CONTRACTOR shall return approved plans to the County for permit issuance purposes.
- Pick-up and delivery of plans from County offices will be provided at no cost to the County.

Building Inspection Services

- CONTRACTOR will provide construction inspection services within 24 hours of a request by the County, to verify compliance with conditions of approval, all applicable provisions of the San Benito County Code, including but not limited to the Subdivision Ordinance, Zoning Ordinance, Grading Ordinance, Building Ordinance, and other ordinances pertaining to the development of the subject property set forth on the approved plans for which the permit was issued.
- CONTRACTOR will observe each project at the completion of the various stages of construction for compliance with the appropriate County and State codes and approved plans.
- CONTRACTOR will complete inspections within one (1) working day of the request for inspection by any permit holder for any work which requires a Building Permit.
- CONTRACTOR'S inspectors will certify in writing that each inspection performed and authorized as complete conforms with all applicable local, state and federal building codes, ordinances, regulations and requirements and that the work is in conformity with applicable approved plans and specifications.
- CONTRACTOR will, at the time of completion of each inspection, record upon the appropriate building permit card, and the results of the inspection.
- CONTRACTOR understands that all building permit cards shall be the sole property of the County.

Panoche Valley Solar Farm Project

- CONTRACTOR will provide full-time inspection services to the County for the Panoche Valley Solar Farm Project.

Technical Guidance Assistance

- CONTRACTOR will provide building official technical guidance as requested by the San Benito County Resource Management Agency Direcror, or his or her designee, as may be required for continued growth of the Resource Management Agency Division for the County of San Benito.

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 $ 120,000.00_____,

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

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

[ ] There are no additional terms of compensation.
[X] The following specific terms of compensation shall apply:

Compensation shall be distributed by phase as follows:

1. On-Call Inspection Services - $75/Hr.
2. Civil Improvement Plan Checking Services - $135/Hr.
3. Third Party Plan Checking Services – 60% of County Plan Review Fee
    a. The fee shall be paid to CONSULTANT by County as follows: 60% of County Plan Review Fee upon completion of Plan Check Services per permit application.
4. Building Official Technical Guidance - $120/Hr.
5. Panoche Valley Solar Farm (PV2) Inspector (3-Year Term) – $120/Hr.

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-1 1. 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.

County of San Benito
RESOURCE MANAGEMENT AGENCY

2301 Technology Parkway
Hollister, CA 95023
www.cosb.us

Brent Barnes, RMA Director
Phone: 831-636-4170
Fax: 831-636-4176

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

Plan Review, Building Permit and Inspection Services

November 2015

Statement of Qualifications Due:
December 21, 2015 @
4:45 PM

CONTACT: Brent Barnes, RMA Director

(831) 902-266

bbarnes@cosb.us

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- EXHIBIT D: Non-Collusion Declaration 15
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- EXHIBIT F: Standard County Contract ..... Separate Attachment

SECTION 1: INVITATION

The County of San Benito seeks qualifications from licensed and insured Plan Review, Building Permit and Inspection Services Consultant

Plan Review, Building Permit and Inspection Services

The County of San Benito is located in the Central Coast Region, 95 miles south of San Francisco. Adjacent counties include Santa Clara, Santa Cruz, Monterey, Fresno and Merced. Land area is 1396 square miles. Terrain varies from flat valley floor, to hilly rangeland in the east, to 5,450 foot peaks far south. The City of Hollister where the County seat is located is at an elevation of 229 feet. The north and northwest segments of the County are comprised of urban areas, leaving the southern portion of the County primarily rural.

Major transportation routes bisecting the County include Highways 101, 129, 156 and 25.

The current population of San Benito County is approximately 56,000 inclusively. The County has two incorporated cities – Hollister, population 35,000, and San Juan Bautista, population 1,700.

SECTION 2: INSTRUCTIONS TO RESPONDENTS - CONSULTING SERVICES

2.1 Preparation of RFQ

Respondents shall submit the completed Statement of Qualifications (SOQ) with appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent's name and RFQ description. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. SOQs must be completed in ink, typewritten, or word-processed.

2.2 RFQ Process Schedule

The following is an anticipated RFQ and engagement schedule. The County may change the estimated dates and process as deemed necessary.

RFQ Activity	Date
Release RFQ	11/13/15
Deadline for Submittals	12/21/15
Notify Consultants for Short List Ranking	1/8/16
Interviews with Short Listed Consultants	Estimated 1/22/16
Notify Consultants of Final Selection	Estimated 1/29/16
Enter into Contract with Selected Consultant	Estimated 2/16/16

2.3 Submission of Response to RFQ

Respondent shall submit five (5) sets of the completed RFQ forms, including the following:

1. Part A - **maximum** 20 Pages
   a) Cover letter 1 Page
   b) Executive summary 2 Pages
   c) Project understanding 2 Pages
   d) Firm qualifications 8 Pages
   e) Resumes of key staff 6 Pages
   f) Hourly Fee Schedule 1 Page

2. Part B – All of the following Exhibits
   - Exhibit A: Respondent Fact Sheet
   - Exhibit B: Customer References
   - Exhibit C: Designation of any Sub-Contractors
   - Exhibit D: Non-Collusion Declaration
   - Exhibit E: Insurance Requirements

Responses to the RFQ shall be delivered in a **sealed envelope clearly marked as RFQ Architectural Services- Behavioral Health Offices**, addressed to:

County of San Benito
Resource Management Agency
Attn: Brent Barnes
2301 Technology Pkwy.
Hollister, CA 95023

2.4 Response Due Date

The deadline for submitting a response to this RFQ is on **December 11, 2015 @ 4:45 p.m.**, at the Resource Management Agency, 2301 Technology Pkwy., Hollister, CA 95023. SOQs received will be available to the public for review after the award of the contract.

2.5 Multiple SOQs

Only one SOQ will be accepted from any one person, partnership, corporation or other entity; however, several alternatives may be included in one SOQ.

2.6 Late Responses

All responses to the RFQ must be delivered in person or received by mail no later than specified in Section 2.5. Respondents shall be responsible for the timely delivery of their SOQs. Responses received after the deadline will be unopened and discarded.

2.7 Point of Contact

All questions regarding this RFQ shall be directed to the RMA Department, Brent Barnes who may be reached by e-mail at bbarnes@cosb.us. No other individual has the authority to respond to any questions submitted unless specifically authorized by Brent Barnes. Failure to adhere to this process may disqualify the Respondent.

2.8 References

Respondent shall submit Exhibit B—Customer References with the SOQ.

2.9 Non-Collusion Declaration

Respondent shall execute a Non-Collusion Declaration furnished by the County as Exhibit D of this document.

2.10 Cost of Service

The County reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. Agreed to costs and cash discounts are to be firm through the end of the contract term. Upon renewal, rates may be adjusted by mutual agreement. Any subsequent cost increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland and San Jose, CA area for the twelve (12) months preceding the agreement's expiration date, plus the annual Living Wage increase. However, in the case of an announced cost decrease, such decrease shall be passed on to the County.

2.11 Reservations

The County reserves the right to do the following at any time and for its own convenience, at its sole discretion:

- To reject any and all SOQs without indicating any reasons for such rejection,
- Waive or correct any minor or inadvertent defect, irregularity or technical error in any SOQ or procedure, as part of the RFQ or any subsequent negotiation process.
- Terminate this RFQ and issue a new Request for Qualifications anytime thereafter.
- Procure any materials or services specified in the RFQ by other means.
- Extend any or all deadlines specified in the RFQ, including deadlines for accepting SOQs by issuance of an Addendum at any time prior to the deadline for receipt of responses to the RFQ.
- Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the SOQ or other data available to the County. Such disqualification is at the sole discretion of the County.
- Reject the SOQ of any Respondent that is in breach of or in default under any other agreement with the County.

- Reject any Respondent deemed by the County to be non-responsive, unreliable, unqualified or non-responsible.

2.12 Notification of Withdrawals of SOQs

SOQs may be modified or withdrawn prior to the date and time specified for SOQ submission by an authorized representative of the respondent or by formal written notice. All SOQs not withdrawn prior to the response due date will become the property of the County of San Benito.

2.13 Interpretation

Should any discrepancies, omissions, or doubt as to their meaning be found in the RFQ specifications or requirements, the respondent shall notify the County in writing at once (e-mail is acceptable). The County will send written instructions or addenda to all participants in this RFQ process. The County shall not be held responsible for oral interpretations. Questions must be received at least five (5) days before the SOQ due date. All addenda issued shall be incorporated into the Contract.

2.14 Notice of Intent to Award

Notice of Intent to Award may be issued upon receipt of all required documents.

2.15 Pre-Award Conference

If requested, successful Respondent(s) shall meet with the County representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed Contract.

2.16 Execution of Agreement

Upon successful reference checks, evaluations and receipt of all required documents, the agreement must be executed by both parties.

2.17 Consultant Responsibility and Performance

The County will consider the Consultant to be the sole point of contact with regard to all contractual matters.

Consultant shall provide the services of one or more qualified contract or project manager(s) responsible for assuring that the services provided under the Contract are satisfactory. It is desirable that the Consultant have local representation to provide onsite consultation/problem resolution if required.

2.18 Consultant Qualifications

The following, in addition to any other information you may wish to submit, must be provided in attachment form as part of your SOQ. All responses shall reference the RFQ paragraph number.

a. Experience: Consultant shall be an established firm conducting business of the nature specified in this RFQ for a minimum of ten (10) years. Consultant shall provide a brief statement of company background including years in business and experience of support staff that would be assigned to the Contract.
b. References: Provide a list of four customer references. See Exhibit B.
c. License: Consultant must possess and provide a copy of license or permit to do business in the State of California.
d. Other Information: Any other information the Consultant deems appropriate should be included in this section.

2.19 Addenda

No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via addenda by Brent Barnes or designee, to be emailed, or mailed to all prospective respondents if/when necessary.

2.20 Proprietary Information

All information appearing within the response is subject to public inspection. Any proprietary information must be clearly marked as such and submitted in a separate sealed envelope and referenced only within the body of the response.

SECTION 3: EVALUATION CRITERIA

The Consultant Selection Committee may interview the top three Consultants on the short list. The County ***does not*** desire the Consultants to prepare a formal presentation. It is our intent to discuss the project with the Consultants' lead project personnel in an interview format. The final ranking of the Consultants will be based on the results of the interview.

The County may bypass the interview and begin negotiations with a single selected Consultant, which, in the opinion of the selection committee, is clearly the best qualified.

The Consultants will be rated using the following criteria:

CATEGORIES	MAXIMUM POINTS POSSIBLE
General Qualifications of Firm	20
General Qualifications of Personnel	20
Technical Project Approach	40
Ability to meet accelerated schedule(s)	20

SECTION 4: SCOPE OF WORK & GENERAL REQUIREMENTS

4.1 Scope of Services

The purpose of this Request for Qualifications ("RFQ") is to solicit competitive proposals from qualified persons and/or firms to provide building plan checking, building permit, and inspection services on an as needed basis for the County of San Benito RMA Department ("County"). The County's intent is to minimize response time and improve customer service by supplementing in house staff with consulting services on an as needed basis in the areas of building permit, building inspection and building plan check.

1. PLAN CHECKING
Consultant upon request of the County shall review plans prepared by or on behalf of an applicant for compliance with the Building laws of the County and State. When satisfied that the plans comply with the applicable Building laws of the County and State, Consultant shall approve plans and forward plans to County for issuance of permit. Consultant upon request of the City shall provide transportation from his/her place of business to the County for pick-up and delivery of plans for the first check and all rechecks.

2. BUILDING INSPECTION
Consultant upon request of the County shall provide building inspection services during the course of the construction to enforce compliance with the conditions of approval, provisions of the County's Building laws and the Code requirements set forth on the approved plans for which a permit was issued. In the performance of such duties Consultant shall observe each project at the completion of the various stages of construction for compliance with the appropriate County and State code. Inspections shall be completed within (1) working day of the request by any permit holder for any work which requires a Building Permit.

Consultant shall certify in writing that each inspection performed and authorized as complete conforms with all applicable local, state and federal building codes, ordinances, regulations and requirements and that the work is in conformity with applicable approved plans and specifications.

Consultant shall at the time of completion of each inspection, record upon the appropriate building permit card, and the results of the inspection. All building permit cards shall be the sole property of the County.

3. PERMIT PROCESSING
Consultant shall prepare all Building Permits and related paperwork to be submitted to the County for collection of the Permit Fees utilizing County software for permit streamlining and plan review tracking.

Consultant upon request of the City shall attend meetings connected with the plan review or field inspection of the projects.

The County maintains the right, as it may deem necessary, to add or delete services to this contract, with a thirty (30) day written notice, in order to accommodate any future County offered programs or as a result in the reduction in County funds. Requests for increase in services will be negotiated with the successful bidder based on the hourly rates provided herein.

4.2 General Requirements

a. Prime Responsibility - County: the selected Consultant(s) will be required to assume full responsibility for all services and activities offered in its/their proposal(s), whether or not provided directly. Further, the County will consider the selected Consultants(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

b. Assurance: Any contract awarded under this RFQ must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable county, state and federal laws and regulations pertinent to this project. Prior to executing an agreement, the Provider will be required to provide evidence substantiating the necessary skill to perform the duties through the submission of references.

c. The Health Insurance Portability County and Accountability County Act of 1996 (Public Law 104-199 (HIPPA): Any contract awarded under this RFQ must comply with the requirement of 42 U.S.C. 1171 et seq., Health Insurance Portability County and Accountability County Act of 1996 (HIPPA) and it subsequent amendments, related to Protected Health Information (PHI), and in performing any task or activity related to this agreement.

d. Independent Contractor: In performance of the work, duties and obligations assumed by the proposer, it is mutually understood and agreed that the proposer, including any and all of the proposer's officers, agents and employees, will at all times be acting and performing in an independent capable manner and not as an officer, agent, servant, employee, joint venture, partner or associate of the COUNTY.

e. Consultants may submit alternate proposals. Alternate proposals shall be clearly marked as such.

f. San Benito County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.

g. The County reserves the right to reject any and all proposals, to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the County of San Benito. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the contract, quality, efficiency, suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors.

h. San Benito County reserves the right to:
   - Request clarification of any submitted information;
   - Not enter into any agreement;
   - Not to select any application;
   - Amend or cancel this process at any time
   - Interview applicants prior to award and request additional information during the interview.
   - Award more than one contract if it is in the best interest of the County; and/or

- Issue similar RFQs in the future

i. Qualified Consultants must be prepared to enter into the County's standard Personal Services Contract, a sample of which is attached to this RFQ. By reference, it incorporates many standards, terms and conditions required as apart of this RFQ. The County intends to award contracts substantially in the form of the sample agreement to the selected Consultant(s). Portions of the RFQ and the Consultant's proposals may be made part of any resultant contract and incorporated in the Contract.

j. Prior to commencement of services, the Consultant—Contractor must provide evidence of the following insurance coverage's: Worker's Compensation, Commercial General Liability Insurance (naming the County of San Benito as additional insured), Comprehensive Business or Commercial Automobile Liability for Owned Automobiles and Non-owned/Hired Automobiles, Errors and Omissions Insurance; and Professional Liability or Malpractice Insurance. The Consultant—Contractor will be required to maintain the required coverage's, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.

EXHIBIT A: Respondent Fact Sheet

Name of Consultant: _____

Consultant Tax ID#: |__|__| _ |__|__|__|__|__|__|__| *

Consultant's License #: _____ Type: _____
(as applicable)

Consultant Does Business As: □ Individual □ Partnership □ Corporation
□ Government □ Fiduciary □ Other

Consultant is a: □ Resident □ Non-Resident of California

1) Is your firm authorized to do business in the State of California? □ Yes □ No

2) Is your firm a State of California registered small business? □ Yes □ No

3) Local Business □ Yes □ No

4) This firm has been in continuous business under the present name for _____ years.

5) Annual sales volume: _____

6) Net worth of business: $_____

* A completed W9 Taxpayer form will be required from an awarded vendor not on the County's vendor list.

EXHIBIT B: Customer References

List and submit with this RFQ two (2) customer references, , for whom you have furnished similar product or service.

1. Company Name: _____

   Address: _____

   _____

   Contact Person: _____

   Telephone No.: _____

2. Company Name: _____

   Address: _____

   _____

EXHIBIT C: Designation of Subconsultants

Respondent shall complete the form below for each Sub consultant. A Sub consultant is one who: (1) performs Work or labor; or (2) provides a service to the Respondent. If there are no subconsultants, please state "NONE".

	SUBCONSULTANTS	
NAME	LOCATION OF BUSINESS	WORK

SIGNATURE BLOCK
Respondent Signature: _____Date: _____
Respondent's Name & Title (Print): _____

EXHIBIT D: Non-Collusion Declaration

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH SOQ

I,_____, am the
Name

_____ of _____,
Position/Title Company

the party making the foregoing SOQ that the SOQ is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the SOQ is genuine and not collusive or sham; that the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham SOQ; and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham SOQ, or that anyone shall refrain from responding; that the respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the SOQ are true; and, further, that the respondent has not, directly or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham SOQ.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

_____ _____
Date Signature

EXHIBIT E: Insurance Requirements

Indemnity County
In conjunction with work performed at County site, the Consultant shall exonerate, indemnify, defend, and hold harmless County (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

1. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which County may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Consultant's performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the County. Such indemnification includes any damage to the person(s), or property(ies) of Consultant and third persons. In addition, the Consultant shall hold the County of San Benito its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.

2. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to Consultant and Consultant's officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, Social Security and payroll tax withholding).

Insurance
Consultant, at its sole cost and expense, for the full term of this Contract (and extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects County and any insurance or self-insurance maintained by County shall be in excess of Consultant's insurance coverage and shall not contribute to it.

1. Types of Insurance and Minimum Limits

   a) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California.
   b) Consultant's vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by Consultant's employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of $500,000.00 combined single limit per accident for bodily injury and property damage.
   c) Consultant shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of $1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
      (i) Contractual Liability coverage adequate to meet the Consultant's indemnification obligations under this Request;
      (ii) Full Personal Injury coverage;
      (iii) Broad form Property Damage coverage, and
      (iv) A cross-Liability clause in favor of County.

2. Other Insurance Provisions
   a) As to all insurance coverage required herein any deductible or self-insured retention exceeding $5,000.00 shall be disclosed to and be subject to written approval by County.

   b) All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance or Professional Liability Insurance shall contain the following endorsement as a part of each policy:

      "The County of San Benito is hereby added as an additional insured as respects the operations of the named insured."

   c) All the insurance required herein shall contain the following clause:
      "It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the County shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to the County as evidenced by properly validated return receipt. Such notice shall be sent to:

      San Benito County
      Resource Management Agency
      2301 Technology Pkwy.
      Hollister, CA 95023"

   d) Prospective Consultant agrees to provide County at or before the effective date of any award resulting from this Request for Qualification with a certificate of insurance of the coverage required.

   e) All required insurance policies shall be endorsed to contain the following clause:
      "This Insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

      San Benito County
      Resource Management Agency
      2301 Technology Pkwy.
      Hollister, CA 95023"

   Consultant agrees to provide its insurance broker(s) with a full copy of these insurance requirements and provide County on or before the effective date of this contract Certificates of Insurance for all required coverage.

   All respondents will be required to furnish, at time of submittal of Qualifications, proof of the insurances stated herein, which will be incorporated into the final contract with the Consultant selected.

   If you do not currently carry the type/limit of insurance stated herein, please submit your SOQ with any differences clearly noted. Indicate if you would be able to obtain the proposed insurance and, if so, indicate the dollar amount, if any, that your SOQ would be increased due to the cost of this insurance. Finally please indicate any other problems you or your insurance carriers may have with the proposed insurance requirements and why.

   It is recommended that you provide a copy of the insurance requirements to your insurance broker(s) for review. Should either you or your broker have questions regarding any of these provisions, contact County Risk Management at (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: 17.

MEETING DATE: 2/7/2017

DEPARTMENT: TREASURER/TAX COLLECTOR

DEPT HEAD/DIRECTOR: Mary Lou Andrade

AGENDA ITEM PREPARER: Mary Lou Andrade

SBC DEPT FILE NUMBER: 100116

SUBJECT:

TREASURER-TAX COLLECTOR- M. L. ANDRADE
Approve authorization for the Tax Collector to Sell Tax Defaulted property by Internet Auction on April 28, 2017, April 29, 2017, April 30, 2017, and May 1, 2017, and to re-offer any property that is not sold on May 1, 2017 at a reduced minimum price.
SBC FILE NUMBER: 685.2

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The tax collector has the authority to sell tax-defaulted property that is subject to the power of sale for delinquency of five years or more. Written approval of the board of supervisors is required to sell property at public auction to the highest bidder at the time and place fixed for sale.

BUDGETED:

No

SBC BUDGET LINE ITEM NUMBER:

.

n/a

CURRENT FY COST:

none

STAFF RECOMMENDATION:

It is recommended that the Board of Supervisors grant approve authorization for the Tax Collector to Sell Tax Defaulted property by Internet Auction on April 28, 2017, April 29, 2017, April 30, 2017, and May 1, 2017, and to re-offer any property that is not sold on May 1, 2017 at a reduced minimum price, by its approval for the public auction sale of tax-defaulted property as specified in Authorization document attached, and its direction to the tax collector to sell property as provided by law, including as provided by Revenue and Taxation Code 3698.5, the authorization that where property or property interests have been offered for sale at least once and no acceptable bids therefor have been received at the minimum price, the tax collector may, in her discretion, offer that same property or those interests at the same or next scheduled sale at a minimum price that the tax collector deems appropriate.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Request to sell	1/30/2017	Cover Memo
Authorization and Report of Sale	1/13/2017	Cover Memo

REQUEST FOR APPROVAL TO SELL TAX DEFAULTED PROPERTY SUBJECT TO THE POWER OF SALE

01/30/2017

Honorable Board of Supervisors of San Benito County, State of California:

Your approval to sell at public auction via internet, for the stated minimum price, the tax defaulted property that is subject to the power of sale and described on the attached schedule, in accordance with Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code, is requested.

In the event that any parcel does not sell after the initial offering, I respectfully request your approval to re-offer the unsold parcel(s) at the end of the auction at a reduced minimum price, pursuant to California Revenue and Taxation Code section 3698.5(c), and for any remaining unsold parcels(s) thereafter to be re-offered at a new sale within 90 days of the original sale date, pursuant to California Revenue and Taxation Code section 3692(e), with the option to offer the remaining parcels at a reduced minimum price, pursuant to California Revenue and Taxation Code section 3698.5(c). If excess proceeds results from the sale, notice will be given to parties of interest, pursuant to California Revenue and Taxation Code section 3692(e).

Mary Lou Andrade
Tax Collector

By Natalie Gerrell
Deputy

APPROVAL BY BOARD OF SUPERVISORS

Pursuant to the above notice and request, approval for said sale is hereby granted. The tax collector is directed to sell the property described in said notice as provided for by law, pursuant to Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code.

The foregoing was approved by the Board of Supervisors of_____County,

the_____day of_____,_____.

ATTEST:

Clerk of the Board of Supervisors

By_____
Deputy

(seal)

Date:_____, ____

(SCO-8-02)(2016)

AUTHORIZATION AND REPORT OF SALE

With Approval of the Board of Supervisors, dated February 7, 2017, the property listed below is to be offered for sale at public auction via Internet, on April 28th, 29th, 30th and May 1st, 2017. Unsold property may be reoffered on May 1st. The right of redemption terminates at 5:00 pm on April 27, 2017 for each property listed.

	(1)		(2)	(3)
Item	**APN Last Assessee Minimum Bid (3698)**	**SITUS**	**Default No. Year of Default**	**Minimum Bid**
1)	019-220-028-000 RVH Enterprises Inc A Calif Corp	0 McCloskey Rd	DEF-090-000-133 2008-2009	$27,298.83
2)	019-240-017-000 Ortiz, Jesse S ET AL	490 Bridgevale Rd	DEF-070-100-265 2001-2002	$47,333.80
3)	023-010-079-000 Mode, Brian ET UX	0 San Juan Canyon Rd	DEF-110-000-097 2010-2011	$19,376.55
4)	028-390-002-000 Hoffeld, Irene E	Griswold Hills Dome	DEF-070-008-718 2000-2001	$1,017.86
5)	028-390-005-000 Knight, May G ET AL	Griswold Hills Dome	DEF-070-308-879 2003-2004	$983.07
6)	028-400-002-000 Robison, Marianne	Griswold Hills Dome	DEF-070-408-888 2004-2005	$925.59
7)	028-400-009-000 Knight, May G ET AL	Griswold Hills Dome	DEF-070-308-890 2003-2004	$983.07
8)	028-400-011-000 Nicks, Lillian E	Griswold Hills Dome	DEF-078-807-413 1988-1989	$1,327.98
9)	028-400-015-000 Coreno Land Holdings LLC	Griswold Hills Dome	DEF-110-000-139 2010-2011	$2,060.33
10)	028-400-022-000 Menig, Markus	Griswold Hills Dome	DEF-070-408-904 2004-2005	$946.50
11)	028-400-026-000 Robison, Marianne	Griswold Hills Dome	DEF-070-408-908 2004-2005	$925.59

AUTHORIZATION AND REPORT OF SALE

With Approval of the Board of Supervisors, dated February 7, 2017, the property listed below is to be offered for sale at public auction via Internet, on April 28th, 29th, 30th and May 1st, 2017. Unsold property may be reoffered on May 1st. The right of redemption terminates at 5:00 pm on April 27, 2017 for each property listed.

	(1)		(2)	(3)
Item	**APN Last Assessee Minimum Bid (3698)**	**SITUS**	**Default No. Year of Default**	**Minimum Bid**
12)	028-410-021-000 Hostetter, W	Griswold Hills Dome	DEF-079-708-239 2006-2007	$1,037.53
13)	029-310-003-000 Futures Foundation Inc. A Calif Corp.	New Idria Rd	DEF-079-808-712 1998-1999	$102,041.56
14)	029-330-004-000 Coreno Land Holdings LLC	Griswold Hills Dome Sec	DEF-110-000-142 2010-2011	$1,994.80

SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

BOARD OF SUPERVISORS

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ROBERT RIVAS
District Three

JERRY MUENZER
District Four

JAIME DE LA CRUZ
District Five

Item Number: 18.

MEETING DATE: 2/7/2017

DEPARTMENT: COUNTY COUNSEL

DEPT HEAD/DIRECTOR: Matthew W. Granger

AGENDA ITEM PREPARER: Barbara Thompson

SBC DEPT FILE NUMBER: 160

SUBJECT:

COUNTY COUNSEL - M. GRANGER
Approve a 15 year Agreement Affecting Real Property relating to the County's use of the property at 1161 San Felipe Road, the site of the County's new Community Services Center in exchange for release of all claims related to the County's purchase of the site.
SBC FILE NUMBER: 160

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

On April 12, 2016, the Board of Supervisors found that the acquisition of the property at 1161 San Felipe Road was Categorically Exempt from CEQA, and approved the purchase of the property for the use of a new Community Services Center.

Under the proposed settlement agreement, the shelter will not be operated as a "drop-in" basis, and will be limited to housing 50 individuals per night. However, in the event of a local or state emergency, the 50 person cap could be exceeded to house those individuals displaced by the emergency, such as if flooding were to occur again in the future.

Since April 2016, the County has been in negotiations with opponents to the project. This

agreement, which does not involve any monetary payment, resolves the opposition to the project and allows the County to move forward with this important project without litigation.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

n/a

STAFF RECOMMENDATION:

Contingent upon receiving original notarized signatures, approve Agreement Affecting Real Property and Settlement Agreement and authorize the Chair to sign. (Scanned signatures have been obtained.)

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Proposed Agreement	2/2/2017	Standard Contract

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

San Benito County
Attn: San Benito County Clerk
440 Fifth St., Room 206
County Courthouse
Hollister, CA 95023

WITH COPIES TO:
Office of the County Counsel
San Benito County
481 Fourth Street, 2nd Floor
Hollister, CA 95023

TTM VENTURES
1135 San Felipe Road
Hollister, CA
Attn: Lesley Kohn

CMD ASSOCIATES
One Kaiser Plaza, Suite 350
Oakland, CA 94612
Attn: C. Matthew Didaleusky

RECORDING FEE EXEMPT
PURSUANT TO GOVERNMENT CODE
SECTION 27383

(Space Above Line For Recorder's Use)

AGREEMENT AFFECTING REAL PROPERTY
AND SETTLEMENT AGREEMENT

This Agreement Affecting Real Property and Settlement Agreement ("AGREEMENT") is made by and between the COUNTY OF SAN BENITO ("COUNTY") and TTM Ventures, a Limited Liability Company ("TTM VENTURES").

R E C I T A L S

A. On April 12, 2016 the County of San Benito adopted a Resolution to purchase the property at 1161 San Felipe Road for the purpose of operating a Community Services Center ("PROPERTY"), and thereafter filed a Notice of Exemption regarding the project titled

Community Services Center, located at 1161 San Felipe Road, Hollister, CA, on or about April 22, 2016 (the "Notice of Exemption").

B. TTM VENTURES opposed the project, Community Services Center, located at 1161 San Felipe Road, Hollister, CA, because, among other reasons, it alleged that was not exempt from and did not otherwise comply with the California Environmental Quality Act, Public Resources Code section 21000 et. seq. ("CEQA") and the California Code of Regulations ("C.C.R."), Title 14, section 15000 et. seq. ("14 C.C.R." or "CEQA Guideline"); as well as, allegedly violating other County, City, State and Federal regulations and any other discretionary or ministerial approvals with respect to the purchase of the 1161 San Felipe Road property and the related Notice of Exemption or the Community Services Center project.

C. The COUNTY and TTM VENTURES negotiated and met and conferred before any litigation was filed regarding the County's purchase of 1161 San Felipe Road, the Notice of Exemption or the Community Services Center project, and based on the following covenants and promises, the COUNTY and TTM VENTURES hereby agree to settle their differences with respect to the development of the Community Services Center, located at 1161 San Felipe Road, Hollister, CA.

D. The PROPERTY subject to this AGREEMENT, is located at 1161 San Felipe Road Hollister, California, consisting of the following APN(s) 019-040-017, and is depicted in the accompanying map of the proposed annexed property, Exhibit A, and legal description, Exhibit B, which exhibits are incorporated herein by this reference, referred to herein collectively as the "PROPERTY."

E. The terms and conditions of this AGREEMENT have undergone extensive review by TTM VENTURES and COUNTY and they each have found the AGREEMENT to be fair, just and reasonable. All parties intend to be bound by the terms, conditions, and provisions contained in the AGREEMENT.

NOW, THEREFORE, in consideration of the above recitals and of the following mutual covenants, benefits and burdens, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

C O V E N A N T S

1. DEFINITIONS.

Defined Terms. The following terms used in this Agreement, unless the context otherwise requires, shall have the following meanings:

(1) "AGREEMENT" shall mean this Agreement Affecting Real Property and Settlement Agreement, including all Exhibits attached hereto.

(2) "CITY" shall mean the City of Hollister, California, a municipal corporation, or,

depending on context, the area within the territorial limits of the City of Hollister, California.

(3) "COUNTY" shall mean the County of San Benito, a political subdivision of the State of California or, depending on context, the area within the territorial limits of the County of San Benito, California but outside the territorial limits of the CITY and the City of San Juan Bautista.

(4) "TTM VENTURES" shall mean TTM Ventures, LLC and its successors in the PROPERTY and its successors and assigns in this AGREEMENT.,

(5) "PARTIES" shall mean CITY, COUNTY, and TTM VENTURES and "PARTY" shall mean any of them.

(6) "PROPERTY" shall mean 1161 San Felipe Road Hollister, California real property legally described in **Exhibit A** and depicted in **Exhibit B.**

(7) "TTM VENTURES' PROPERTY" shall mean 1135 San Felipe Road, Hollister, California,.

Additional Defined Terms. To the extent that any terms contained in this AGREEMENT are not defined above, such terms shall have the meaning otherwise ascribed to them in this AGREEMENT, by California law, or by their common dictionary meanings in that order of preference.

2. EFFECTIVE DATE AND TERM.

A. This AGREEMENT is expressly contingent upon 1) final approval of this AGREEMENT by TTM VENTURES and COUNTY on or before February 7, 2017; and 2) TTM VENTURES Presence in Hollister as defined as follows: if TTM VENTURES, or its affiliates/subsidiaries, or its assignees or tenants, do not operate at, or expand to, the Hollister location by February 7, 2020, then the agreement will terminate.

B. "Operate" or "Expand To" is defined to mean either one or more of the following: (a) Leasing the property to an affiliate/subsidiary or assignee or tenant; or (b) Demonstrating Economic Purpose of the building by making a substantial economic investment or improvement in the property of at least $100,000; or (c) more than 3 employees stationed at the Hollister Facility (each more than 30 hours per week for at least 6 months per year), by either TTM Ventures, or its affiliates/subsidiaries, or its assignees or tenants.

C. The term of the AGREEMENT shall last for 15 years, or until February 7, 2032 regardless of whether TTM Ventures sells or leases TTM VENTURES' PROPERTY, or the COUNTY sells the PROPERTY or assigns the management of the PROPERTY to any third party or person. After February 7, 2032, this Agreement shall be of no further force and effect.

3. LIMITATIONS ON USE OR DEVELOPMENT OF PROPERTY.

A. Limited Number of Overnight Residents at the PROPERTY.

1. COUNTY agrees that a maximum of 50 homeless individuals may be housed overnight at the homeless shelter at the PROPERTY on a daily basis, except for the declaration of a bona-fide emergency situation as explained below.

2. The PROPERTY will not operate as a drop-in center. The parties agree that no more than five individuals per night may be on the PROPERTY on an unscheduled basis. If a homeless individual is not admitted to the homeless shelter after showing up on site, they will be transported / escorted off-site, either by staff or law enforcement.

3. Programmatic (non-shelter) activities may occur during the day for both residents and non-residents enrolled in such programs. The maximum of 50 overnight residents does not reflect the number of homeless that may be served for programmatic (non-shelter) activities, such as work experience or educational programs during the day. Programmatic (non-shelter) activities may occur during the day for both residents and non-residents enrolled in such programs.

4. The 50 overnight resident population limit may be exceeded during any bona-fide declaration of an Emergency, only for the duration of the Emergency. The number limit may be exceed where there is a proclamation of a local emergency issued pursuant to Govt. Code 8630 and that local emergency requires/invokes the need for emergency housing/shelter, or an emergency is declared by the State or Federal Government which affects housing/shelter in San Benito County, or requires that housing/shelter assistance be provided in San Benito County for those affected by the State or Federal Emergency. A local emergency shall be defined as set forth in Govt. Code 8558 or Health and safety Code § 8680.9, as currently defined or as may be amended in the future. The current definitions for these sections is set forth below to memorialize the intent of the parties.

§ 8630. Proclamation by local governing body; Duration; Review

(a) A local emergency may be proclaimed only by the governing body of a city, county, or city and county, or by an official designated by ordinance adopted by that governing body.

(b) Whenever a local emergency is proclaimed by an official designated by ordinance, the local emergency shall not remain in effect for a period in excess of seven days unless it has been ratified by the governing body.

(c) The governing body shall review the need for continuing the local emergency at least once every 30 days until the governing body terminates the local emergency.

(d) The governing body shall proclaim the termination of the local emergency at the earliest possible date that conditions warrant.

§ 8558. Conditions or degrees of emergency

Three conditions or degrees of emergency are established by this chapter:

(a) "State of war emergency" means the condition which exists immediately, with or without a proclamation thereof by the Governor, whenever this state or nation is attacked by an enemy of the United States, or upon receipt by the state of a warning from the federal government indicating that such an enemy attack is probable or imminent.

(b) "State of emergency" means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy or conditions causing a "state of war emergency," which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission.

(c) "Local emergency" means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission.

§ 8680.9. "Local emergency"

"Local emergency" means a condition of extreme peril to persons or property proclaimed as such by the governing body of the local agency affected, in accordance with Section 8630.

THE EXISTENCE OF WINTER OR COLD WEATHER SHALL NOT CONSTITUTE GROUNDS FOR AN EMERGENCY.

B. <u>Security, Fencing, and Cleanliness of PROPERTY</u>.

COUNTY agrees to have for the PROPERTY a formal security plan, addressing lighting

and cameras on site, in effect before clients are housed at the homeless shelter (i.e. before use as a homeless shelter).

COUNTY and CITY will ensure that the PROPERTY is maintained and cleaned in a regular and professional manner, whether performed by outside contract or with internal staff.

COUNTY will ensure that the emergency exit for the PROPERTY does not open onto TTM VENTURES' PROPERTY and that there are no emergency egress routes onto TTM VENTURES' PROPERTY.

4. **RELEASE.**

TTM VENTURES hereby releases and discharges the COUNTY and the COUNTY'S past and present officers, agents, servants, employees, and attorneys from any and all liabilities, obligations, claims, actions, causes of action and demands of any kind or nature that have accrued as of the date of this Agreement, whether known or unknown, that TTM VENTURES has now against COUNTY, its past and present officers, agents, servants and employees, attorneys or assigns, whether any such claim or matter has or might have been asserted in any lawsuit arising out of, based on or in any way connected with the County's purchase of the property located at 1161 San Felipe Road, Hollister. TTM VENTURES covenants and agrees not to sue, institute, cause to institute, assist in instituting, or permit to be instituted any proceeding in any court or any claim, complaint, or other proceeding filed with any administrative or regulatory body, state or federal, against COUNTY or any of its past and present officers, agents, servants, employees, claims administrators and/or law firm, from any and all actions, causes of action, obligations, costs or attorneys, to charge any of them with any liability for or in any other way complain of their conduct based on or account of any claims, controversies, actions, causes of action, demands or liabilities of any nature whatsoever arising or related to the County's purchase of the property located at 1161 San Felipe Road, Hollister, accrued as of the date of this Agreement, , other than an action to enforce this Agreement. As such, TTM VENTURES fully and forever releases, waives, discharges and promises not to sue or otherwise institute or cause to be instituted any legal or administrative proceedings against COUNTY or any of its officers, directors, attorneys, agents, and employees (collectively "COUNTY"), with respect to any cause of action arising at or prior to the time of signing of this agreement regarding the Community Services Center, located at 1161 San Felipe Road, Hollister, CA, because, among other reasons, it allegedly is not exempt from and does not otherwise comply with the California Environmental Quality Act, Public Resources Code section 21000 et. seq. ("CEQA") and the California Code of Regulations ("C.C.R."), Title 14, section 15000 et. seq. ("14 C.C.R." or "CEQA Guideline"); as well as, allegedly violating other County, City, State and Federal regulations and any other discretionary or ministerial approvals with respect to the purchase of the 1161 San Felipe Road property and the related existing Notice of Exemption for the Community Services Center project. This release shall not apply to any claims that TTM VENTURES may have against COUNTY that accrue during the term of this Agreement, after the date that this Agreement was signed by the Parties.

In giving this release TTM VENTURES expressly waives the protection of Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

5. JUDICIAL REMEDIES. Except as otherwise specifically stated in this Agreement, any Party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof or obtain any other remedy available under law, consistent with this Agreement. Nothing in this section shall be deemed to limit either Party's rights under the Government Claims Act, Government Code sections 810 et seq. However, notwithstanding the above, the parties understand and agree that specific performance may be used to enforce the agreement.

6. MISCELLANEOUS PROVISIONS.

a. Interpretation and Governing Law. This AGREEMENT and any dispute arising hereunder shall be governed and interpreted pursuant to the laws of the State of California, and venue shall lie in San Benito County, California. This AGREEMENT shall be construed as a whole according to its fair language and common meanings to achieve the objectives and purposes of the PARTIES hereto, and shall be interpreted as if mutually drafted by the PARTIES, all PARTIES having been represented by counsel in the negotiation and preparation hereof.

b. Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this AGREEMENT.

c. Singular and Plural. As used herein, the singular of any word includes the plural.

d. Waiver. Failure of a PARTY to insist upon the strict performance of any term, covenant, condition or provision of this AGREEMENT by another PARTY, or the failure by a PARTY to exercise its rights upon the default of another PARTY, shall not constitute waiver of such PARTY'S right to insist on and demand strict compliance by the other PARTY with that particular term, covenant, condition, provision or with any other part of this AGREEMENT thereafter.

e. Recordation. This AGREEMENT constitutes a covenant regarding the use and improvement of the PROPERTY and shall run with the PROPERTY. COUNTY shall record this AGREEMENT or a memorandum of this AGREEMENT against title to the PROPERTY. TTM VENTURES may assign any of its interests in this AGREEMENT, including assigning all of its interests in this AGREEMENT to any third-party to whom TTM VENTURES sells or leases TTM VENTURES' PROPERTY. TTM Ventures shall provide notice to County of any such assignment.

f. Mutual Covenants. The covenants contained herein are mutual covenants and also

constitute conditions to the concurrent or subsequent performance by the PARTY benefited thereby of the covenants to be performed hereunder by such benefited PARTY.

g. Successors in Interest. The burdens of this AGREEMENT shall be binding upon, and the benefits of this AGREEMENT shall inure to all successors in interest to and permitted assigns of the PARTIES to this AGREEMENT.

h. Further Actions and Instruments. Each of the PARTIES shall cooperate and provide reasonable assistance to the others as allowed by applicable laws, rules, and regulations, and to the extent contemplated hereunder in the performance of all obligations under this AGREEMENT and the satisfaction of the conditions of this AGREEMENT.

i. Negotiated Contract. This contract has been arrived at through negotiation between the PARTIES. No PARTY is to be deemed the PARTY which prepared this contract within the meaning of California Civil Code Section 1654.

j. Represented by Counsel. The PARTIES affirm that they have been represented by counsel of their own choosing regarding the preparation and negotiation of this AGREEMENT and the matters and claims set forth herein, or that each PARTY has had the opportunity to consult counsel and has knowingly and voluntarily declined to consult counsel. The PARTIES affirm that each of them has read this AGREEMENT and is fully aware of its contents and its legal effect. No 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.

k. Entire Agreement. This AGREEMENT constitutes the entire agreement of the PARTIES. There are no understandings or agreements pertaining to this AGREEMENT except as are expressly stated in writing in this AGREEMENT or in any document attached hereto or incorporated herein by reference.

l. Amendments in Writing. This AGREEMENT may be amended, including extension of the term, only by written consent of all PARTIES specifically approving the amendment.

m. Counterparts. This AGREEMENT may be executed in counterparts, each of which will be deemed an original. This AGREEMENT shall be binding upon the receipt of facsimile or electronic signatures which shall be treated as original signatures for all purposes.

n. No Admission of Liability. This is a compromise of disputed claims, and the signing of this Agreement is not to be construed as an admission of liability or wrongdoing on the part of any party. The parties agree that this Agreement is intended to resolve the current dispute between the parties without the need for further action and that the mutual resolution of this issue is to the benefit of both parties.

o. Attorneys' Fees. Each party shall bear its own attorneys' fees and costs related to this matter.

(Signatures contained on following page)

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT Affecting Real Property and Settlement Agreement as of the dates written below.

TTM VENTURES, A California Limited Liability Company

By: _____ Dated: 2/1/17
Lesley Kohn, Member

APPROVED AS TO FORM:

Dated:_____ By:_____
C. Matthew Didaleusky,
Counsel for TTM Ventures, LLC

COUNTY OF SAN BENITO, a Subdivision of the State of California

Dated: _____ By _____
Jaime De La Cruz
Chair, San Benito County Board of Supervisors

ATTESTED:

Dated: _____ By_____
Chase Graves,
Clerk of the Board

APPROVED AS TO FORM:

Dated: _____ By _____
Barbara Thompson
Acting Assistant County Counsel

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

(See attached legal description)

Exhibit "A"

Legal Description

Real property in the City of Hollister, County of San Benito, State of California, described as follows:

A PORTION OF HOMESTEAD LOT 5 OF THE SAN JUSTO RANCHO, ACCORDING TO THE MAP THEREOF FILED JULY 21, 1876, IN VOL.1 OF MAPS, AT PAGE 61, SAN BENITO COUNTY RECORDS, STATE OF CALIFORNIA, BOUNDED AND PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE SET ON THE EASTERLY LINE OF THE HOLLISTER AND SAN FELIPE ROAD, 60 FEET WIDE, DISTANT THEREON NORTH 2° 51' EAST 1,493.09 FEET FROM THE POINT OF INTERSECTION THEREOF WITH THE NORTHERLY LINE OF MCCLOSKEY ROAD, AND POINT OF BEGINNING BEING ALSO THE NORTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY WALTER WIEBE AND ELSIE ALLENE WIEBE, HUSBAND AND WIFE, TO WIEBE MANUFACTURING, INC., A CORPORATION, BY DEED DATED APRIL 16, 1962, AND RECORDED APRIL 18, 1962, IN VOL. 276, OF OFFICIAL RECORDS, AT PAGE 225, RECORDER'S FILE NO. 10021, SAN BENITO COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING AND RUNNING ALONG THE EASTERLY LINE OF SAID HOLLISTER AND SAN FELIPE ROAD, NORTH 2° 51' EAST 200.00 FEET TO A POINT FROM WHICH AN IRON PIPE AT THE SOUTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY WALTER WIEBE
AND ELSIE ALLENE WIEBE, HUSBAND AND WIFE, TO FRANK E. ADAM AND HANNELORE E. ADAM, HUSBAND AND WIFE, AS JOINT TENANTS, BY DEED DATED MARCH 15, 1963, AND RECORDED MARCH 15, 1963, IN VOL. 236 OF OFFICIAL RECORDS, AT PAGE 350, RECORDER'S FILE NO. 02905, SAN BENITO COUNTY RECORDS, BEARS NORTH 2° 51' EAST 281.08 FEET ALONG SAID ROAD LINE; THENCE LEAVING SAID EASTERLY LINE OF SAID HOLLISTER AND SAN FELIPE ROAD, AND RUNNING ALONG A LINE WHICH IS PARALLEL AND DISTANT 208.00 FEET SOUTHERLY OF THE SOUTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND CONVEYED TO SAID ADAM, SOUTH 86° 57' 30" EAST 225.00 FEET TO AN IRON PIPE SET IN THE EASTERLY LINE OF THAT CERTAIN 10 ACRE PARCEL OF LAND CONVEYED BY ALVIN HOMAN AND MORA HOMAN, HIS WIFE, TO WALTER WIEBE AND ELSIE ALLENE WIEBE, HUSBAND AND WIFE, BY DEED DATED OCTOBER 26, 1945, AND RECORDED OCTOBER 26, 1945, IN VOL. 132 OF OFFICIAL RECORDS, AT PAGE 263, RECORDER'S FILE NO. 3596B SAN BENITO COUNTY RECORDS; SAID POINT BEING ALSO DISTANT SOUTHERLY 300.00 FEET ALONG LAST MENTIONED LINE FROM THE SOUTHEASTERLY CORNER OF SAID PARCEL OF LAND SO CONVEYED TO SAID ADAM; THENCE RUNNING ALONG THE SAID EASTERLY BOUNDARY LINE OF SAID PARCEL OF LAND SO CONVEYED BY HOMAN TO WIEBE AFORESAID, SOUTH 2° 51' WEST 180.00 FEET TO AN IRON PIPE SET AT THE NORTHEASTERLY CORNER OF THE AFORMENTIONED SAID PARCEL OF LAND CONVEYED BY WIEBE TO WIEBE MANUFACTURING, INC., A CORPORATION, THENCE RUNNING ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND SO CONVEYED TO SAID WIEBE MANUFACTURING, INC., A CORPORATION, NORTH 86° 57' 30" WEST 225.00 FEET TO THE POINT OF BEGINNING.

APN: 019-040-017-000

EXHIBIT B, THE ATTACHED PLAT MAP, IS MADE A PART OF THIS DESCRIPTION AND SHOWS THE INTENT OF THIS DESCRIPTION.

THIS REAL PROPERTY DESCRIPTION HAS BEEN COMPILED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.

Kenneth N. Lewis

KENNETH N. LEWIS, R.C.E. 24851
DATE MARCH 10, 2016

REGISTERED PROFESSIONAL ENGINEER
KENNETH N. LEWIS
No. 24851
Exp. 12-31-17
CIVIL
STATE OF CALIFORNIA

EXHIBIT B

MAP OF PROPERTY

EXHIBIT B IS MADE A PART OF THIS DESCRIPTION AND SHOWS THE INTENT OF THIS DESCRIPTION.

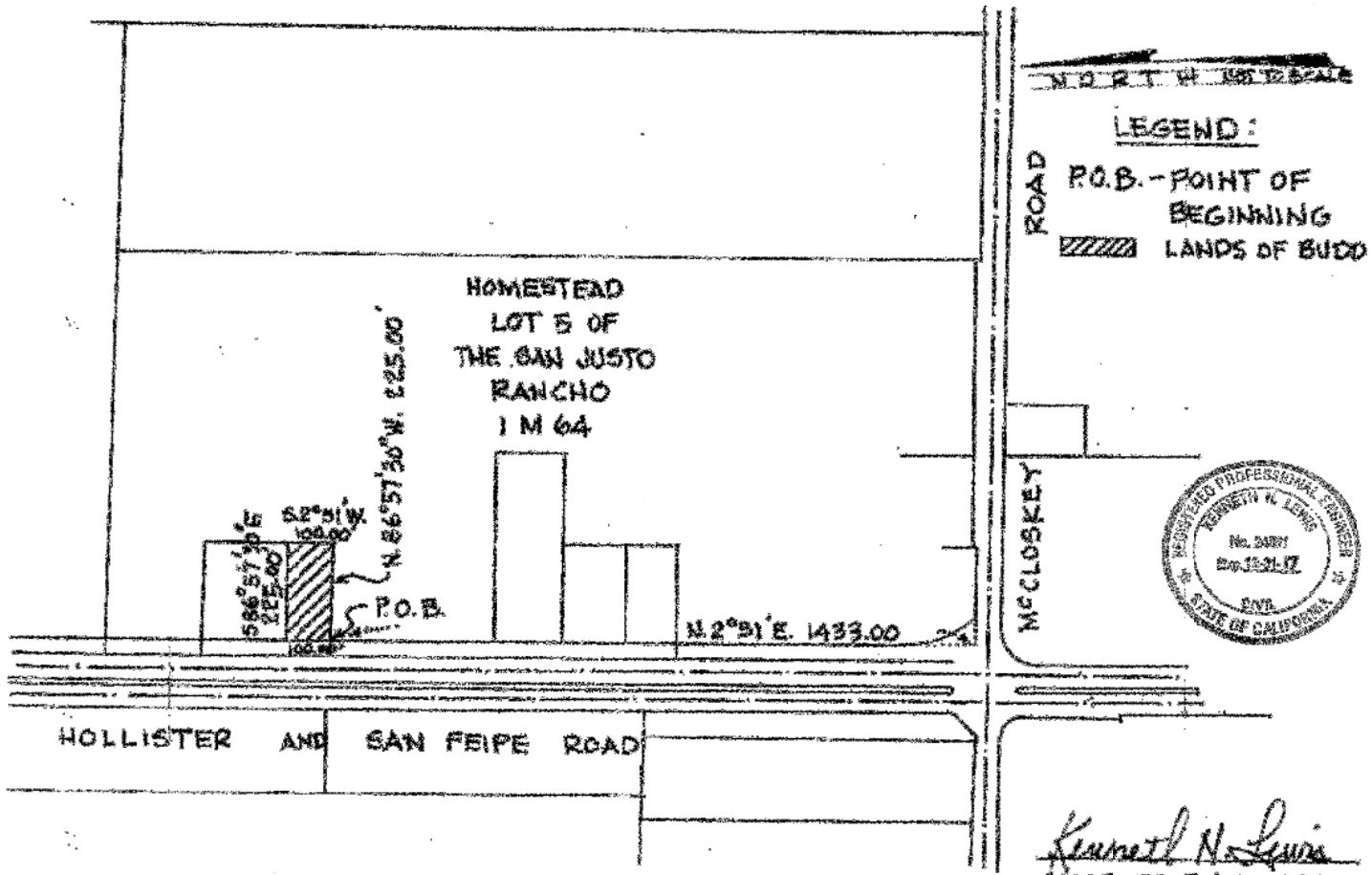

EXHIBIT B

Kenneth N. Lewis
COMPILED BY KENNETH N. LEWIS, R.C.E 24851
MARCH 10, 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: 19.

MEETING DATE: 2/7/2017

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
Adopt a Resolution approving the Joint Powers Agreement establishing the Monterey Bay Community Power (MBCP) Authority, authorizing the Board of Supervisors to execute the agreement on behalf of the County of San Benito, and adopting California Environmental Quality Act (CEQA) exemption findings; introduce an Ordinance authorizing the implementation of a Community Choice Aggregation program in the County of San Benito; direct staff to move forward on discussions and participation for San Benito County's share of the credit guarantee; and, appoint two representatives of the Board of Supervisors to serve as primary and alternate members on the newly formed Monterey Bay Community Power Board of Directors.
SBC FILE NUMBER: 105
RESOLUTION NUMBER: 2017-6

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

Beginning in 2013, Monterey Bay Community Power (MBCP) was formed as a region-wide collaborative partnership comprised of all 21 local governments within the greater Monterey Bay area, including the Counties of Santa Cruz, Monterey, and San Benito and all 18 cities located within those counties. This collaborative partnership was created to examine the potential for a community

choice energy (CCE) program in the Monterey Bay region.

The goals of MBCP are to reduce greenhouse gas emissions, and provide electric power and other forms of energy to customers at competitive prices in the Monterey, Santa Cruz and San Benito County region. In addition, the program seeks to reduce energy consumption, stimulate the local economy by creating local jobs and promote long-term electric rate stability and reliability for the residents of the tri-county area.

A Project Development Advisory Committee (PDAC) comprised of multiple jurisdictions and stakeholders was formed in early 2014 to provide guidance and make key recommendations in the early planning phases of the CCE initiative. Between 2014 and 2016, twenty-six meetings were held by the PDAC allowing for the exchange of ideas and input from participating jurisdictions, stakeholder groups, and interested citizens. In 2014, $404,846 was raised by the Santa Cruz County Project Team to conduct a Phase I Technical Feasibility Study which analyzed the benefits and risks associated with creating a local CCE program. A full copy of the report can be found at www.montereybaycca.com. In summary, the study found that "MBCP would be operationally viable under a relatively broad range of resource planning scenarios, demonstrating the potential for customer savings as well as reduced electric sector GHG emissions throughout the region."

In May and June 2016, the PDAC hosted three special study sessions for county and city elected officials and executive staff for review and discussion of the technical study. Discussion included options regarding power supply, governance, start-up financing and Agency management. In July and August 2016, ad hoc subcommittee meetings focused on JPA governance (i.e. elements of the JPA Agreement) and Agency financing were held for executive staff to discuss issues, timing and approach. The result of this work was the Monterey Bay Community Power Resolution of Intent which was issued in late September, 2016. This resolution allowed interested jurisdictions to affirm their desire to continue and participate in additional governance and financing discussions for the proposed Monterey Bay Community Power Joint Powers Authority (JPA).

Proposed Governance Structure of MBCP:

The Monterey Bay Community Power JPA will be composed of jurisdictions within the Monterey, Santa Cruz and San Benito counties that have adopted a JPA Resolution and the required CCE Ordinance by February 28, 2017. The JPA will be formed in April 2017 and will begin providing electrical service to customers in Spring 2018. The governing board structure will include a Policy Board composed of elected officials who will provide guidance/approval in the areas of strategic planning and goal setting, passage of Agency budget and customer rates, and large capital expenditures outside the typical power procurement required to provide electrical service. It will also include a separate Operations Board composed of senior executive staff who will provide oversight and support to the Chief Executive Officer on matters pertaining to the provision of electrical service to customers in the region, focusing on the routine, day-to-day operations of the Agency.

The JPA governing Board will consist of 11 seats, allocated by population size as outlined below. Shared board seats will be determined through the Mayors and Councilmembers' city selection process in their respective counties, with a term of two years. Directors may be reappointed and serve multiple terms.

Five jurisdictions with 50,000+ population will have a permanent seat on the Board. Pending passage of aforementioned JPA Resolution and CCE Ordinance, these are: 1) Santa Cruz County,

2) Monterey County, and the cities of 3) Salinas, 4) Watsonville and 5) Santa Cruz. Additionally, the

2) Monterey County, and the cities of 3) Salinas, 4) Watsonville and 5) Santa Cruz. Additionally, the County of San Benito will have a permanent seat on the Board in recognition of the large geographical area it represents. The remaining five shared/rotating seats will be allocated as follows:

- 1 seat for Santa Cruz County small cities (Scotts Valley and Capitola)
- 3 seats for Monterey County small cities, shared within each region:
  - o Peninsula Cities (Monterey, Carmel, Pacific Grove);
  - o Coastal Cities (Marina, Sand City, Del Rey Oaks, Seaside);
  - o Salinas Valley Cities (Gonzales, Greenfield, King City, Soledad);
- 1 seat for San Benito County small cities (San Juan Bautista and Hollister)

Agency Financing:

In order to move forward with Agency and program implementation, MBCP will need between $2M-$3M to pay for start up costs and an additional $10M-$15M to cover power supply contracting and early operational/working capital needs. In December, Santa Cruz County, on behalf of MBCP issued a banking and credit services RFP seeking a third party lender(s) for both the start up capital and line of credit that will be needed later. The bid deadline for those services is February 1, 2017 and MBCP hopes to have its financing in place by April or May, 2017.

Financial participation for MBCP members is proposed to be a credit guarantee to support the pre-revenue start up loan of up to $3 million. The credit guarantee obligation will be distributed on a per-seat basis and will take the form of a letter of credit, cash collateral or interagency agreement. In the example of an 11-member Board, each seat on the board would be allocated 1/11 (9.1%) of the credit guarantee burden. Shared seat members would divide the credit guarantee among the cities in their respective groupings in order to arrive at the level of credit support that will be required by a third-party lender. The final amount of this loan (and credit guarantee requirement) will be confirmed once ordinances are passed and loan offers have been received.

Next Steps:
To move forward, the County will be required to adopt a Resolution approving the Joint Powers Agreement establishing the Monterey Bay Community Power (MBCP) Authority, authorizing the Board of Supervisors to execute the agreement on behalf of the County of San Benito, and adopting California Environmental Quality Act (CEQA) exemption findings; introduce and conduct a first reading of an Ordinance authorizing the implementation of a Community Choice Aggregation program in the County of San Benito; direct staff to work with the Santa Cruz County planning team on the credit guarantee requirements; and appoint representative and alternate members from the Board of Supervisors to the Policy Board of Directors by February 28, 2017. Counties and Cities that adopt resolutions and ordinances will be invited to attend MBCP's inaugural Board meeting in late April, 2017.

BUDGETED:

No

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

It is respectfully recommended that the Board of Supervisors:
1. Adopt Resolution approving the Joint Powers Agreement establishing the Monterey Bay Community Power (MBCP) Authority, authorizing the Board of Supervisors to execute the agreement on behalf of the County of San Benito, and adopting California Environmental Quality Act (CEQA) exemption findings;
2. Introduce Ordinance authorizing the implementation of a Community Choice Aggregation Program in the County of San Benito, waive reading and continue the consideration of Ordinance to the February 21, 2017 meeting of the Board of Supervisors;
3. Direct staff to move forward on discussions with the Santa Cruz planning team and participation for San Benito County's share of the credit guarantee; and,
4. Appoint two representatives of the Board of Supervisors to serve as a primary and alternate member on the newly formed Monterey Bay Community Power Board of Directors.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Board Resolution with Joint Exercise of Powers Agreement attached	1/30/2017	Resolution
Ordinance	1/30/2017	Ordinance

BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO

A RESOLUTION OF THE SAN BENITO COUNTY BOARD OF SUPERVISORS APPROVING THE JOINT POWERS AGREEMENT ESTABLISHING THE MONTEREY BAY COMMUNITY POWER (MBCP) AUTHORITY, AUTHORIZING THE BOARD OF SUPERVISORS TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY OF SAN BENITO, AND ADOPTING CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) EXEMPTION FINDINGS	)	**Resolution No. 2017-____**

WHEREAS, Assembly Bill 117 (AB 117), adopted as California state law in 2002 (2002 Cal Stats. ch. 838), enacted several sections in the California Public Utilities Code that permits cities, counties, or city and county Joint Power Authorities (JPA's) to aggregate residential, commercial, industrial, municipal and institutional electric loads through Community Choice Aggregation (CCA) programs; and

WHEREAS, there are currently five CCA programs operating in California - MCE Clean Energy, CleanPowerSF, Sonoma Clean Power, Peninsula Clean Energy and Lancaster Choice Energy – with dozens more in formation; and

WHEREAS, the San Benito County Board of Supervisors, together the Board of Supervisors for the Counties of Monterey and Santa Cruz, and cities within each county, determined to explore the potential advantages of aggregating their electrical loads through a CCA program for the Monterey Bay region, through the creation of a JPA under the Joint Exercise of Powers Act of the State of California (Government Code section 6500 et seq.), to be known as the Monterey Bay Community Power (MBCP) Authority; and

WHEREAS, the Board of Supervisors for the County of San Benito adopted a resolution to explore the creation of a CCA program for the Monterey Bay region and participated, in cooperation with the County of Santa Cruz and other local governments, in a technical study that analyzed the potential for a CCA program in the Monterey Bay region; and

WHEREAS, the technical study shows that there are numerous potential benefits for cities and counties that aggregate their electrical load including:

1) an expectation of stable and competitively priced electric generation rates for residents, businesses and municipal operations compared to the electrical rates of Pacific Gas & Electric Company (PG&E);
2) greater use of renewable energy resources than is planned by PG&E;
3) significant greenhouse gas reductions as a result of a cleaner power supply than is offered by PG&E; and
4) economic development benefits and local jobs, lower electric rates, and the development of local power resources; and

WHEREAS, the County wishes to be a community choice aggregator under AB 117, and has introduced an Ordinance as required by Public Utilities Code Section 366.2 in order to do so;

WHEREAS, the Board of Supervisors has considered the proposed Joint Exercise of Powers Agreement, a draft of which is attached hereto and incorporated herein by reference as **Exhibit A**, under which the County of San Benito and other municipalities in the Monterey Bay tri-county region - consisting of Santa Cruz, Monterey and San Benito Counties and the cities within those counties - will become the initial members of Monterey Bay Community Power Authority; and

WHEREAS, the Board of Supervisors has considered whether the adoption of this Resolution approving the Joint Exercise of Powers Agreement and establishment of the MBCP, as well as the adoption of an Ordinance authorizing the implementation of a Community Choice Aggregation Program, are subject to environmental review under the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, and has determined that these actions are exempt from CEQA and the State CEQA Guidelines for the reasons set forth below; and

WHEREAS, Once the California Public Utilities Commission approves the implementation plan created by MBCP, it will provide service to customers within the cities and counties that choose to join MBCP and to participate in the CCA program; and

WHEREAS, under Public Utilities Code section 366.2, customers have the right to opt-out of the CCE program and continue to receive service from the incumbent utility. Customers who wish to continue to receive service from the incumbent utility will be able to do so at any time.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of San Benito hereby finds and determines as follows:

1) The Joint Exercise of Powers Agreement to form the Monterey Bay Community Power Authority **(Exhibit A)** is hereby approved;

2) The adoption of this Resolution approving the Joint Exercise of Powers Agreement **(Exhibit A)** and the establishment of the Monterey Bay Community Power Authority is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, as it is not a "project" since this action involves organizational and administrative activities of government that will not result in direct or indirect physical changes in the environment. (14 Cal. Code Regs. § 15378(b)(5));

3) The adoption of this Resolution approving the Joint Exercise of Powers Agreement **(Exhibit A)** and the establishment of the Monterey Bay Community Power Authority is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, as it is not a "project" since it has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Regs. § 15378(a));

4) The adoption of an Ordinance authorizing the implementation of a Community Choice Aggregation Program under AB 117 is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, as it is not a "project" as it has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Regs. § 15378(a));

5) The adoption of an Ordinance authorizing the implementation of a Community Choice Aggregation Program under AB 117 is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, because it can be seen with certainty that there is no possibility that the activity in question (adoption of the Ordinance or its implementation) may have a significant effect on the environment (14 Cal. Code Regs.§ 15061(b)(3));

6) The adoption of an Ordinance authorizing the implementation of a Community Choice Aggregation Program under AB 117 is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, because it is an action taken by a regulatory agency to assume the maintenance, restoration, enhancement or protection of the environment, through the greater use of renewable energy resources than is planned by PG&E and through significant greenhouse gas reduction as a result of a cleaner power supply than is offered by PG&E. (14 Cal. Code Regs. § 15308);

7) A Notice of Exemption shall be filed as authorized by CEQA and the State CEQA Guidelines; and

8) This Resolution shall be effective upon the Board of Supervisors' adoption of an Ordinance authorizing the implementation of a Community Choice Aggregation (CCA) Program.

BE IT FURTHER RESOLVED that the Chair of the Board of Supervisors is hereby authorized and directed to execute the Joint Exercise of Powers Agreement **(Exhibit A)** for and on behalf of the County of San Benito, which will establish the Monterey Bay Community Power Authority with the County of San Benito as a founding member.

PASSED AND ADOPTED by the San Benito County Board of Supervisors, State of California, at the meeting of said Board held on the 7th day of February, 2017.

Ayes: Supervisor(s):
Noes: Supervisor(s):
Absent: Supervisor(s):
Abstain: Supervisor(s):

By:_____
Jaime De La Cruz, Chair

ATTEST:
Chase Graves, Clerk of the Board

By:_____

Date:_____

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

By: Shirley L. Murphy
Shirley L. Murphy, Deputy County Counsel
Date: Jan. 30, 2017

EXHIBIT A

JOINT EXERCISE OF POWERS AGREEMENT RELATING TO AND CREATING THE

Monterey Bay Community Power Authority

OF

Monterey, Santa Cruz, and San Benito Counties

This Joint Exercise of Powers Agreement, effective on the date determined by Section 2.1, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Sections 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the Parties set forth in Exhibit B, establishes the Monterey Bay Community Power Authority ("Authority"), and is by and among the Counties of Monterey, Santa Cruz, and San Benito who become signatories to this Agreement ("Counties") and those cities and towns within the Counties of Monterey, Santa Cruz, and San Benito who become signatories to this Agreement, and relates to the joint exercise of powers among the signatories hereto.

RECITALS

A. The Parties share various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and customers within their jurisdictions.

B. In 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB 32 which will require local governments to develop programs to reduce greenhouse gas emissions.

C. The purposes for entering into this Agreement include:

   a. Reducing greenhouse gas emissions related to the use of power in Monterey, Santa Cruz, and San Benito Counties and neighboring regions;

b. Providing electric power and other forms of energy to customers at affordable rates that are competitive with the incumbent utility;

c. Carrying out programs to reduce energy consumption;

d. Stimulating and sustaining the local economy by lowering electric rates and creating local jobs as a result of MBCP's CCE program.

e. Promoting long-term electric rate stability and energy security and reliability for residents through local control of electric generation resources.

D. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar, wind, and geothermal energy production. The purchase of renewable power and greenhouse gas-free energy sources will be the desired approach to decrease regional greenhouse gas emissions and accelerate the State's transition to clean power resources to the extent feasible.

a. It is further desired to establish a short term and long-term energy portfolio that prioritizes the use and development of State, local and regional renewable resources and carbon free resources.

b. In compliance with State law and in alignment with the Authority's desire to stimulate the development of local renewable power, the Authority shall draft an Integrated Resource Plan that includes a range of local renewable development potential in the Monterey Bay Region and plans to incorporate local power into its energy portfolio as quickly as is possible and economically feasible.

E. The Parties desire to establish a separate public Authority, known as the Monterey Bay Community Power Authority, under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) ("Act") in order to collectively study, promote, develop, conduct, operate, and manage energy programs.

F. The Parties anticipate adopting an ordinance electing to implement through the Authority a common Community Choice Aggregation (CCA) program, an electric service enterprise available to cities and counties pursuant to California Public Utilities Code Sections 331.1(c) and 366.2. The first priority of the Authority will be the consideration of those actions necessary to implement the CCA Program.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

ARTICLE 1: DEFINITIONS AND EXHIBITS

1.1 Definitions. Capitalized terms used in the Agreement shall have the meanings specified in Exhibit A, unless the context requires otherwise.

1.2 Documents Included. This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement.

Exhibit A: Definitions
Exhibit B: List of the Parties
Exhibit C: Regional Allocations

ARTICLE 2: FORMATION OF MONTEREY BAY COMMUNITY POWER AUTHORITY

2.1 Effective Date and Term. This Agreement shall become effective and "Monterey Bay Community Power Authority" shall exist as a separate public Authority on the date that this Agreement is executed by at least three Initial Participants from the Counties of Monterey, Santa Cruz, and San Benito and the municipalities within those counties, after the adoption of the ordinances required by Public Utilities Code Section 366.2(c)(12). The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 6.4, subject to the rights of the Parties to withdraw from the Authority.

2.2 Formation. There is formed as of the Effective Date a public Authority named the Monterey Bay Community Power Authority. Pursuant to Sections 6506 and 6507 of the

Act, the Authority is a public Authority separate from the Parties. Pursuant to Sections 6508.1 of the Act, the debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Parties unless the governing board of a Party agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Party who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Parties agree to assume the debt, liability or obligation of the Authority. Notwithstanding Section 7.4 of this Agreement, this Section 2.2 may not be amended unless such amendment is approved by the governing board of each Party.

2.3 Purpose. The purpose of this Agreement is to establish an independent public Authority in order to exercise powers common to each Party to study, promote, develop, conduct, operate, and manage energy, energy efficiency and conservation, and other energy-related programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. Without limiting the generality of the foregoing, the Parties intend for this Agreement to be used as a contractual mechanism by which the Parties are authorized to participate in the CCA Program, as further described in Section 4.1. The Parties intend that other agreements shall define the terms and conditions associated with the implementation of the CCA Program and any other energy programs approved by the Authority.

2.4 Powers. The Authority shall have all powers common to the Parties and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following powers, subject to the voting requirements set forth in Section 3.7 through 3.7.1:

- 2.4.1 to make and enter into contracts;
- 2.4.2 to employ agents and employees, including but not limited to a Chief Executive Officer;
- 2.4.3 to acquire, contract, manage, maintain, and operate any buildings, infrastructure, works, or improvements;

. 2.4.4 to acquire property by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property; however, the Authority shall not exercise the power of eminent domain within the jurisdiction of a Party without approval of the affected Party's governing board;

. 2.4.5 to lease any property;

. 2.4.6 to sue and be sued in its own name;

. 2.4.7 to incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Sections 53850 et seq. and authority under the Act;

. 2.4.8 to form subsidiary or independent corporations or entities if necessary, to carry out energy supply and energy conservation programs at the lowest possible cost or to take advantage of legislative or regulatory changes;

. 2.4.9 to issue revenue bonds and other forms of indebtedness;

. 2.4.10 to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;

. 2.4.11 to submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;

. 2.4.12 to adopt Operating Rules and Regulations;

. 2.4.13 to make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services; and

. 2.4.14 to permit additional Parties to enter into this Agreement after the Effective Date and to permit another entity authorized to be a community choice aggregator to designate the Authority to act as the community choice aggregator on its behalf.

2.5 Limitation on Powers. As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power

possessed by the City of Santa Cruz and any other restrictions on exercising the powers of the authority that may be adopted by the board.

2.6 Compliance with Local Zoning and Building Laws and CEQA. Unless state or federal law provides otherwise, any facilities, buildings or structures located, constructed, or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed and comply with the California Environmental Quality Act ("CEQA").

ARTICLE 3: GOVERNANCE AND INTERNAL ORGANIZATION

3.1 Boards of Directors. The governing bodies of the Authority shall consist of a Policy Board of Directors ("Policy Board") and an Operations Board of Directors ("Operations Board").

3.1.1 Both Boards shall consist of Directors representing any of the three Counties of Monterey, Santa Cruz, or San Benito that become a signatory to the Agreement and Directors representing any of the Cities or Towns within those counties that becomes a signatory to the Agreement ("Directors"). Each Director shall serve at the pleasure of the governing board of the Party who appointed such Director, and may be removed as Director by such governing board at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the position of the previous Director within 90 days of the date that such position becomes vacant.

3.1.2 Policy Board Directors must be elected members of the Board of Supervisors or elected members of the City or Town Council of the municipality that is the signatory to this Agreement. Jurisdictions may appoint an alternate to serve in the absence of its Director on the Policy Board. Alternates for the Policy Board must be members of the Board of Supervisors or members of the governing board of the municipality that is the signatory to this Agreement.

3.1.3 Operations Board Directors must be the senior executive/CountyAdministrative Officer of any County that is the signatory to this Agreement, or senior executive/City Manager from any municipality that is the signatory to this Agreement. Jurisdictions may appoint an alternate to serve in the absence of its Director on the Operations Board. Alternates for the Operations

Board must be administrative managers of the County or administrative managers of the governing board of the municipality that is the signatory to this Agreement.

. 3.1.4 Board seats will be allocated under the following formulas. Policy and Operations Board seats for founding JPA members (i.e. those jurisdictions that pass a CCA ordinance by February 28, 2017) will be allocated on a one jurisdiction, one seat basis until such time as the number of member jurisdictions exceeds eleven. Once the JPA reaches more than eleven member agencies, the Policy and Operations Boards' composition shall shift to a regional allocation based on population size. This allocation shall be one seat for each jurisdiction with a population of 50,000 and above, and shared seats for jurisdictions with populations below 50,000 allocated on a sub-regional basis, as set forth in Exhibit C. Notwithstanding the above, the County of San Benito shall be allotted one seat.

. 3.1.5 Shared board seats will be determined through the Mayors and Councilmembers' city selection process in their respective counties, with a term of two years. Directors may be reappointed, following the Mayors and Councilmembers' city selection process in their respective counties, and serve multiple terms. In the event of an established board seat transitioning to a shared seat due to the addition of a new party, the sitting Director will automatically be the first representative for that shared seat to ensure continuity and maintain experience.

3.2 Quorum. A majority of the appointed Directors shall constitute a quorum, except that less than a quorum may adjourn in accordance with law.

3.3 Powers and Functions of the Boards. The Boards shall exercise general governance and oversight over the business and activities of the Authority, consistent with this Agreement and applicable law. The Boards shall provide general policy guidance to the CCA Program.

. 3.3.1 The Policy Board will provide guidance/approval in the areas of strategic planning and goal setting, passage of Authority budget and customer rates, and large capital expenditures outside the typical power procurement required to provide electrical service.

. 3.3.2 The Operations Board will provide oversight and support to the Chief Executive Officer on matters pertaining to the provision of electrical service to

customers in the region, focusing on the routine, day-to-day operations of the Authority.

3.3.3 Policy Board approval shall be required for any of the following actions, including but not limited to:

(a) The issuance of bonds, major capital expenditures, or any other financing even if program revenues are expected to pay for such financing;

(b) The appointment or removal of officers described in Section 3.9, subject to Section 3.9.3;

(c) The appointment and termination of the Chief Executive Officer;

(d) The adoption of the Annual Budget;

(e) The adoption of an ordinance;

(f) The setting of rates for power sold by the Authority and the setting of charges for any other category of service provided by the Authority;

(g) The adoption of the Implementation Plan;

(h) The selection of General Counsel, Treasurer and Auditor;

(i) The amending of this Joint Exercise of Powers Agreement; and

(j) Termination of the CCA Program.

3.3.4 Operations Board approval shall be required for the following actions, including but not limited to:

(a) The approval of Authority contracts and agreements, except as provided by Section 3.4.

(b) Approval of Authority operating policies and other matters necessary to ensure successful program operations.

3.3.5 Joint approval of the Policy and Operations Boards shall be required for the initiation or resolution of claims and litigation where the Authority will be the defendant, plaintiff, petitioner, respondent, cross complainant or cross petitioner,

or intervenor; provided, however, that the Chief Executive Officer or General Counsel, on behalf of the Authority, may intervene in, become a party to, or file comments with respect to any proceeding pending at the California Public Utilities Commission, the Federal Energy Regulatory Commission, or any other administrative authority, without approval of the Boards as long as such action is consistent with any adopted Board policies.

3.4 Chief Executive Officer. The Authority shall have a Chief Executive Officer ("CEO"). The Operations Board shall present nomination(s) of qualified candidates to the Policy Board. The Policy Board shall make the selection and appointment of the CEO who will be an employee of the Authority and serve at will and at the pleasure of the Policy Board.

The CEO shall be responsible for the day-to-day operation and management of the Authority and the CCA Program. The CEO may exercise all powers of the Authority, including the power to hire, discipline and terminate employees as well as the power to approve any agreement if the total amount payable under the agreement falls within the Authority's fiscal policies to be set by the Policy Board, except the powers specifically set forth in Section 3.3 or those powers which by law must be exercised by the Board(s) of Directors. The CEO shall report to the Policy Board on matters related to strategic planning and goal setting, passage of Authority budget and customer rates, and large capital expenditures outside the typical power procurement required to provide electrical service. The CEO shall report to the Operations Board on matters related to Authority policy and the provision of electrical service to customers in the region, focusing on the routine, day-to-day operations of the Authority. It shall be the responsibility of the CEO to keep both Board(s) appropriately informed and engaged in the discussions and actions of each to ensure cooperation and unity within the Authority.

3.5 Commissions, Boards, and Committees. The Boards may establish any advisory committees they deem appropriate to assist in carrying out the CCA Program, other energy programs, and the provisions of this Agreement which shall comply with the requirements of the Ralph M. Brown Act. The Boards may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees if

the Board(s) deem it appropriate to appoint such commissions, boards or committees, and shall determine whether members shall be compensated or entitled to reimbursement for expenses.

3.6 Director Compensation. Directors shall serve without compensation from the Authority. However, Directors may be compensated by their respective appointing authorities. The Boards, however, may adopt by resolution a policy relating to the reimbursement by the Authority of expenses incurred by their respective Directors.

3.7 Voting. Except as provided in Section 3.7.1 below, actions of the Boards shall require the affirmative vote of a majority of Directors present at the meeting.

3.7.1. Special Voting Requirements for Certain Matters.

(a) Two-Thirds Voting Approval Requirements Relating to Sections 6.2 and 7.4. Action of the Board on the matters set forth in Section 6.2 (involuntary termination of a Party), or Section 7.4 (amendment of this Agreement) shall require the affirmative vote of at least two-thirds of Directors present.

(b) Seventy Five Percent Special Voting Requirements for Eminent Domain and Contributions or Pledge of Assets.

(i) A decision to exercise the power of eminent domain on behalf of the Authority to acquire any property interest other than an easement, right-of-way, or temporary construction easement shall require a vote of at least 75% of all Directors present.

(ii) The imposition on any Party of any obligation to make contributions or pledge assets as a condition of continued participation in the CCA Program shall require a vote of at least 75% of all Directors and the approval of the governing boards of the Parties who are being asked to make such contribution or pledge.

(iii) For purposes of this section, "imposition on any Party of any obligation to make contributions or pledge assets as a condition of continued participation in the CCA Program" does not include any

obligations of a withdrawing or terminated party imposed under Section 6.3.

3.8 Meetings and Special Meetings of the Board. The Policy Board shall hold up to three regular meetings per year, with the option for additional or special meetings as determined by the Chief Executive Officer or Chair of the Policy Board after consultation with the Chief Executive Officer. The Operations Board shall hold at least eight meetings per year, with the option for additional or special meetings. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special and Emergency Meetings of the Boards may be called in accordance with the provisions of California Government Code Sections 54956 and 54956.5. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law. All meetings shall be conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code Sections 54950 et seq.).

3.9 Selection of Board Officers.

3.9.1 Policy Board Chair and Vice Chair. The Policy Board shall select, from among themselves, a Chair, who shall be the presiding officer of all Policy Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The Policy Board Chair and Vice Chair shall act as the overall Chair and Vice Chair for Monterey Bay Community Power Authority. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if:

(a) the person serving dies, resigns, is no longer holding a qualifying public office, or the Party that the person represents removes the person as its representative on the Board or;

(b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement

3.9.2 Operations Board Chair and Vice Chair. The Operations Board shall select, from among themselves, a Chair, who shall be the presiding officer of all Operations Board meetings, and a Vice Chair, who shall serve in the absence of

the Chair. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if:

(a) the person serving dies, resigns, or is no longer the senior executive of the Party that the person represents or;

(b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement.

3.9.3 Secretary. Each Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of each Board and all other official records of the Authority. If the Secretary appointed is an employee of the Authority, that employee may serve as Secretary to both Boards.

3.9.4 The Policy Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor, neither of whom needs to be be a member of the Board. If the Board so designates, and in accordance with the provisions of applicable law, a qualified person may hold both the office of Treasurer and the office of Auditor of the Authority. Unless otherwise exempted from such requirement, the Authority shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall report directly to the Policy Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time. The duties and obligations of the Treasurer are further specified in Article 5.

3.10 Administrative Services Provider. The Board(s) may appoint one or more administrative services providers to serve as the Authority's agent for planning, implementing, operating and administering the CCA Program, and any other program approved by the Board, in accordance with the provisions of an Administrative Services Agreement. The appointed administrative services provider may be one of the Parties. An Administrative Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all

tasks necessary for planning, implementing, operating and administering the CCA Program and other approved programs. The Administrative Services Agreement shall set forth the term of the Agreement and the circumstances under which the Administrative Services Agreement may be terminated by the Authority. This section shall not in any way be construed to limit the discretion of the Authority to hire its own employees to administer the CCA Program or any other program. The Administrative Services Provider shall be either an employee or a contractor of the Authority unless a member agency is providing the service.

ARTICLE 4: IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS

4.1 Preliminary Implementation of the CCA Program.

. 4.1.1 Enabling Ordinance. To be eligible to participate in the CCA Program, each Party must adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.

. 4.1.2 Implementation Plan. The Policy Board shall cause to be prepared an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon after the Effective Date as reasonably practicable. The Implementation Plan shall not be filed with the Public Utilities Commission until it is approved by the Policy Board in the manner provided by Section 3.7.

. 4.1.3 Termination of CCA Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law.

4.2 Authority Documents. The Parties acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board(s) through resolution, including but not limited to the MBCP Implementation Plan and Operating Policies. The Parties agree to abide by and comply with the terms and conditions of all such documents that may be adopted by the Board(s), subject to the Parties' right to withdraw from the Authority as described in Article 6.

ARTICLE 5: FINANCIAL PROVISIONS

5.1 Fiscal Year. The Authority's fiscal year shall be 12 months commencing April 1 or the date selected by the Authority. The fiscal year may be changed by Policy Board resolution.

5.2 Depository.

5.2.1 All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.

5.2.2 All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Parties at all reasonable times. The Board(s) shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.

5.2.3 All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board(s) in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board(s).

5.3 Budget and Recovery of Costs.

5.3.1 Budget. The initial budget shall be approved by the Policy Board. The Board may revise the budget from time to time as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of the Authority shall be approved by the Policy Board in accordance with the Operating Rules and Regulations.

5.3.2 Funding of Initial Costs. The County of Santa Cruz has funded certain activities necessary to implement the CCA Program. If the CCA Program becomes operational, these Initial Costs paid by the County of Santa Cruz shall be included in the customer charges for electric services as provided by Section 5.3.3 to the

extent permitted by law, and the County of Santa Cruz shall be reimbursed from the payment of such charges by customers of the Authority. Prior to such reimbursement, the County of Santa Cruz shall provide such documentation of costs paid as the Board may request. The Authority may establish a reasonable time period over which such costs are recovered. In the event that the CCA Program does not become operational, the County of Santa Cruz shall not be entitled to any reimbursement of the Initial Costs it has paid from the Authority or any Party.

5.3.3 CCA Program Costs. The Parties desire that all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric, conservation, efficiency, incentives, financing, or other services provided under the CCA Program, including but not limited to the establishment and maintenance of various reserves and performance funds and administrative, accounting, legal, consulting, and other similar costs, shall be recovered through charges to CCA customers receiving such electric services, or from revenues from grants or other third-party sources.

5.3.4 Credit Guarantee Requirement. The Parties acknowledge that there will be a shared responsibility to provide some level of credit support (in the form of a letter of credit, cash collateral or interagency agreement) for Authority start-up and initial working capital as may be required by a third party lender. Guarantee requirements shall be released after program launch and as soon as possible under the terms of the third-party credit agreement(s). The credit guarantee will be distributed on a per-seat basis. Shared seat members will divide the credit guarantee among the cities sharing those seats. The term of the credit guarantee shall be the same term as specified in the banking agreement. Once a Party has made a credit guarantee, that guarantee shall remain in place until released, even if that Party withdraws from the Authority.

5.3.5 The County of Santa Cruz has agreed to provide initial administrative support on a cost reimbursement basis to the JPA once formed. This includes, but is not limited to, personnel, payroll, legal, risk management.

6.1 Withdrawal.

6.1.1 Right to Withdraw. A Party may withdraw its participation in the CCA Program, effective as of the beginning of the Authority's fiscal year, by giving no less than 6 months advance written notice of its election to do so, which notice shall be given to the Authority and each Party. Withdrawal of a Party shall require an affirmative vote of the Party's governing board.

6.1.2 Right to Withdraw After Amendment. Notwithstanding Section 6.1.1, a Party may withdraw its membership in the Authority following an amendment to this Agreement adopted by the Policy Board which the Party's Director voted against provided such notice is given in writing within thirty (30) days following the date of the vote. Withdrawal of a Party shall require an affirmative vote of the Party's governing board and shall not be subject to the six month advance notice provided in Section 6.1.1. In the event of such withdrawal, the Party shall be subject to the provisions of Section 6.3.

6.1.3 The Right to Withdraw Prior to Program Launch. After receiving bids from power suppliers, the Authority must provide to the Parties the report from the electrical utility consultant retained by the Authority that compares the total estimated electrical rates that the Authority will be charging to customers as well as the estimated greenhouse gas emissions rate and the amount of estimated renewable energy used with that of the incumbent utility. If the report provides that the Authority is unable to provide total electrical rates, as part of its baseline offering, to the customers that are equal to or lower than the incumbent utility or to provide power in a manner that has a lower greenhouse gas emissions rate or uses more renewable energy than the incumbent utility, a Party may, immediately after an affirmative vote of the Party's governing board, withdraw its membership in the Authority without any financial obligation, except those financial obligations incurred through the Party's share of the credit guarantee described in 5.3.4, as long as the Party provides written notice of its intent to withdraw to the Authority Board no more than fifteen business days after receiving the report. Costs incurred prior to withdrawal will be calculated as a pro-rata share of start-up costs expended to the date of the Party's withdrawal, and it shall be the responsibility of

the withdrawing Party to pay its share of said costs if they have a material/adverse impact on remaining Authority members or ratepayers.

6.1.4 Continuing Financial Obligation; Further Assurances. Except as provided by Section 6.1.3, a Party that withdraws its participation in the CCA Program may be subject to certain continuing financial obligations, as described in Section 6.3. Each withdrawing Party and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from participation in the CCA Program.

6.2 Involuntary Termination of a Party. Participation of a Party in the CCA program may be terminated for material non-compliance with provisions of this Agreement or any other agreement relating to the Party's participation in the CCA Program upon a vote of the Policy Board as provided in Section 3.7.1. Prior to any vote to terminate participation with respect to a Party, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Party whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or other agreement that the Party has allegedly violated. The Party subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Party that has had its participation in the CCA Program terminated may be subject to certain continuing liabilities, as described in Section 6.3.

6.3 Continuing Financial Obligations; Refund. Except as provided by Section 6.1.3, upon a withdrawal or involuntary termination of a Party, the Party shall remain responsible for any claims, demands, damages, or other financial obligations arising from the Party membership or participation in the CCA Program through the date of its withdrawal or involuntary termination, it being agreed that the Party shall not be responsible for any financial obligations arising after the date of the Party's withdrawal or involuntary termination. Claims, demands, damages, or other financial obligations for which a withdrawing or terminated Party may remain liable include, but are not limited to, losses from the resale of power contracted for by the Authority to serve the Party's load. With respect to such financial obligations, upon notice by a Party that it wishes to withdraw from the CCA Program, the Authority shall notify the Party of the minimum

waiting period under which the Party would have no costs for withdrawal if the Party agrees to stay in the CCA Program for such period. The waiting period will be set to the minimum duration such that there are no costs transferred to remaining ratepayers. If the Party elects to withdraw before the end of the minimum waiting period, the charge for exiting shall be set at a dollar amount that would offset actual costs to the remaining ratepayers, and may not include punitive charges that exceed actual costs. In addition, such Party shall also be responsible for any costs or obligations associated with the Party's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of the Party. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority and approved by a vote of the Policy Board, to cover the Party's financial obligations for the costs described above. Any amount of the Party's funds held on deposit with the Authority above that which is required to pay any financial obligations shall be returned to the Party. The liability of any Party under this section 6.3 is subject and subordinate to the provisions of Section 2.2, and nothing in this section 6.3 shall reduce, impair, or eliminate any immunity from liability provided by Section 2.2.

6.4 Mutual Termination. This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its participation in the CCA Program, as described in Section 6.1.

6.5 Disposition of Property upon Termination of Authority. Upon termination of this Agreement, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Parties in proportion to the contributions made by each.

ARTICLE 7: MISCELLANEOUS PROVISIONS

7.1 Dispute Resolution. The Parties and the Authority shall make reasonable efforts to informally settle all disputes arising out of or in connection with this Agreement. Should such informal efforts to settle a dispute, after reasonable efforts, fail, the dispute shall be mediated in accordance with policies and procedures established by the Authority. The costs of any such mediation shall be shared equally among the Parties participating in the mediation.

7.2 Liability of Directors, Officers, and Employees. The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Sections 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law, to the Parties, the Authority, or its Directors, officers, or employees.

7.3 Indemnification of Parties. The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority and the Parties. The Authority shall defend, indemnify, and hold harmless the Parties and each of their respective Boards of Supervisors or City Councils, officers, agents and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.

7.4 Amendment of this Agreement. This Agreement may not be amended except by a written amendment approved by a vote of Policy Board members as provided in Section 3.7.1. The Authority shall provide written notice to all Parties of proposed amendments to this Agreement, including the effective date of such amendments, at least 30 days prior to the date upon which the Board votes on such amendments.

7.5 Assignment. Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this Section 7.5 shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. This Section 7.5 does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to the Authority, or the disposition of proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.

7.6 Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties, that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

7.7 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.

7.8 Execution by Counterparts. This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

7.9 Parties to be Served Notice. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Party, as the case may be, or such other person designated in writing by the Authority or Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties.

Exhibit A

Definitions

"Act" means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.)

"Administrative Services Agreement" means an agreement or agreements entered into after the Effective Date by the Authority with an entity that will perform tasks necessary for planning, implementing, operating and administering the CCA Program or any other energy programs adopted by the Authority.

"Agreement" means this Joint Powers Agreement.

"Annual Energy Use" has the meaning given in Section 3.7.1.

"Authority" means the Monterey Bay Community Power Authority.

"Authority Document(s)" means document(s) duly adopted by one or both Boards by resolution or motion implementing the powers, functions, and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.

"Board" means the Policy Board of Directors of the Authority and/or the Operations Board of Directors of the Authority unless one or the other is specified in this Agreement.

"CCA" or "Community Choice Aggregation" means an electric service option available to cities and counties pursuant to Public Utilities Code Section 366.2.

"CCA Program" means the Authority's program relating to CCA that is principally described in this Agreement.

"Director" means a member of the Policy Board of Directors or Operations Board of Directors representing a Party.

"Effective Date" means the date that this Agreement is executed by at least three Initial Participants from the Counties of Monterey, Santa Cruz, and San Benito and the municipalities within those counties, as further described in Section 2.1.

"Implementation Plan" means the plan generally described in Section 4.1.2 of this Agreement that is required under Public Utilities Code Section 366.2 to be filed with the California Public Utilities Commission for the purpose of describing a proposed CCA Program.

"Initial Costs" means all costs incurred by the County of Santa Cruz and/or Authority relating to the establishment and initial operation of the Authority, such as the hiring of a Chief Executive Officer and any administrative staff, and any required accounting, administrative, technical, or legal services in support of the Authority's initial activities or in support of the negotiation, preparation, and approval of one or more Administrative Services Agreements.

"Initial Participants" means those initial founding JPA members whose jurisdictions pass a CCA ordinance, whose Board seats will be allocated on a one jurisdiction, one seat basis (in addition to one seat for San Benito County) until such time as the number of member jurisdictions exceeds eleven, as described in Section 3.1.4.

"Operating Rules and Regulations" means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

"Operations Board" means the board composed of City Managers and CAOs representing their respective jurisdictions as provided in section 3.1.4 who will provide oversight and support to the Chief Executive Officer on matters pertaining to the provision of electrical service to customers in the region, focusing on the routine, day-to-day operations of the Authority, as further set forth in section 3.3..

"Parties" means, collectively, the signatories to this Agreement that have satisfied the conditions in Sections 2.1 or 4.1.1 such that it is considered a member of the Authority.

"Party" means singularly, a signatory to this Agreement that has satisfied the conditions in Sections 2.1 or 4.1.1 such that it is considered a member of the Authority.

"Policy Board" means the board composed of elected officials representing their respective jurisdictions as provided in section 3.1.4 who will provide guidance/approval in the areas of strategic planning and goal setting, passage of Authority budget and customer rates, large capital expenditures outside the typical power procurement required to provide electrical service, and such other functions as set forth in section 3.3.

Exhibit B

List of Parties

Exhibit C

Regional Allocation

Board seats in the Monterey Bay Community Power Authority will be allocated as follows:

i. One seat for Santa Cruz County

ii. One seat for Monterey County

iii. One seat for San Benito County

iv. One seat for the City of Santa Cruz

v. One seat for the City of Salinas

vi. One seat for the City of Watsonville

vii. One shared seat for remaining Santa Cruz cities including Capitola and Scotts Valley selected by the City Selection Committee

viii. One shared seat for Monterey Peninsula cities including Monterey, Pacific Grove, and Carmel selected by the City Selection Committee

ix. One shared seat for Monterey Coastal cities including Marina, Seaside, Del Rey Oaks, and Sand City selected by the City Selection Committee

x. One shared seat for Salinas Valley cities including King City, Greenfield, Soledad, Gonzales selected by the City Selection Committee

xi. One shared seat for San Benito County cities selected by the City Selection Committee

BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO

AN ORDINANCE OF THE SAN BENITO COUNTY BOARD OF SUPERVISORS, AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM	)))))	**ORDINANCE NO. _____**

The Board of Supervisors of the County of San Benito ordains as follows:

SECTION 1. FINDINGS:

The Board of Supervisors hereby makes the following findings and determinations, which findings are determined to be true and correct and material to this Ordinance:

A. Purpose: The Monterey Bay Community Power Authority has investigated options to provide electric services to customers within the tri-county region of Monterey, Santa Cruz and San Benito Counties (Tri-County Region), with the intent of achieving greater local control and involvement over the provision of electric services, competitive electric rates, the development of clean, local, renewable energy projects, reduced greenhouse gas emissions, and the wider implementation of energy conservation and efficiency projects and programs.

B. Feasibility Study: The Monterey Bay Community Power Authority has prepared a Feasibility Study for a Community Choice Aggregation ("CCA") Program in San Benito County under the provisions of California Public Utilities Code section 366.2. The Feasibility Study shows that implementing a community choice aggregation program would provide multiple benefits, including but not limited to the following:

- Providing customers a choice of power providers;
- Increasing local control and involvement in and collaboration on energy rates and other energy-related matters;
- Providing more stable long-term electric rates that are competitive with those provided by the incumbent utility;
- Reducing greenhouse gas emissions arising from electricity use within San Benito County;
- Increasing local renewable generation capacity;
- Increasing energy conservation and efficiency projects and programs;
- Increasing regional energy self-sufficiency; and
- Improving the local economy resulting from the implementation of local renewable and energy conservation and efficiency projects.

C. Joint Exercise of Powers Agreement: The County of San Benito approved a Joint Exercise of Powers Agreement creating a Joint Powers Authority (JPA) under the Joint Exercise of Powers Act of the State of California (Government Code section 6500 et seq.), to be known as the Monterey Bay Community Power Authority ("Authority"). Under the Joint Exercise of Powers Agreement, counties and cities within the Tri-County Region may participate in

the Monterey Bay Community Power CCA program by adopting the resolution and ordinance required by Public Utilities Code section 366.2. Member Counties and Cities choosing to participate in the CCA program will have membership on the Board of Directors of the Authority as provided in the Joint Exercise of Powers Agreement.]

D. Community Choice Aggregation Program Implementation Plan: The Authority will enter into Agreements with electric power suppliers and other service providers, and based upon those Agreements the Authority will be able to provide power to residents and businesses at rates that are competitive with those of the incumbent utility ("PG&E"). Once the California Public Utilities Commission approves the implementation plan created by the Authority, the Authority will provide service to customers within the unincorporated areas of the counties within the tri-county region and within the jurisdiction of those cities within the tri-county region which have chosen to participate in the CCA program.

E. Customer Opt-Out: Under Public Utilities Code section 366.2, customers have the right to opt-out of a CCA program and continue to receive service from the incumbent utility. Customers who wish to continue to receive service from the incumbent utility will be able to do so.

F. Environmental Review: Based on the record before it, the Board of Supervisors hereby finds that the proposed adoption of this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, as it is not a "project" as it has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Regs. § 15378(a)), because it can be seen with certainty that there is no possibility that the activity in question (adoption of the Ordinance or its implementation) may have a significant effect on the environment (14 Cal. Code Regs. § 15061(b)(3)), and because it is an action taken by a regulatory agency to assume the maintenance, restoration, enhancement or protection of the environment, through the greater use of renewable energy resources than is planned by PG&E and through significant greenhouse gas reduction as a result of a cleaner power supply than is offered by PG&E. (14 Cal. Code Regs. § 15308). A Notice of Exemption shall be filed as authorized by CEQA and the State CEQA Guidelines

SECTION 2. AUTHORIZATION TO IMPLEMENT A COMMUNITY CHOICE AGGREGATION PROGRAM:

Based upon the forgoing, and in order to provide businesses and residents within the unincorporated area of San Benito County with a choice of power providers and with the benefits described above, the Board of Supervisors for the County of San Benito ordains that it shall implement a Community Choice Aggregation Program within the jurisdiction of the unincorporated area of San Benito County by participating as a group with other counties and cities as described above in the Community Choice Aggregation Program of the Monterey Bay Community Power Authority, as generally described in the Joint Exercise of Powers Agreement.

SECTION 3. GENERAL PROVISIONS:

A. Severability: If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such

decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Supervisors hereby declares that it would have enacted this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

B. Captions: The titles and headings to the sections hereunder are not part of this Ordinance and shall have no effect upon the construction or interpretation of any part hereof.

C. Effective Date: This Ordinance shall take effect thirty (30) days after its adoption.

D. Publication: Within ten (10) days after its adoption, this Ordinance shall be published pursuant to California Government Code 6061 in its entirety in a newspaper of general circulation which is printed, published and circulated within the County of San Benito, State of California.

The foregoing Ordinance was introduced by the Board of Supervisors of the County of San Benito, State of California, at a regular meeting of said Board held on the 7th day of February, 2017, and was passed and adopted at a regular meeting of said Board held on the 21st day of February, 2017, by the following roll call vote:

AYES: Supervisor(s)
NOES: Supervisor(s)
ABSTAIN: Supervisor(s)
ABSENT: Supervisor(s)

By:_____
Jaime De La Cruz, Chair

ATTEST:
Chase Graves, Clerk of the Board

By:_____

Date:_____

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

By: Shirley L. Murphy
Shirley L. Murphy, Deputy County Counsel
Date: Jan. 30, 2017

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: 2/7/2017

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: James Rydingsword

AGENDA ITEM PREPARER: Cynthia Larca

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD
Adopt Resolution appointing Dr. Gail Newel M.D. as County Public Health Officer.
SBC FILE NUMBER: 130
RESOLUTION NO: 2017-4

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

The County has been recruiting for a Public Health Officer (PHO) for several months and has been successful in those efforts. During this time the County has been contracting PHO services. Dr. Gail Newel M.D. has accepted the County's employment offer and is scheduled to begin her employment immediately upon adoption of the appointing resolution.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

224.80.2370.1000

CURRENT FY COST:

153,530

STAFF RECOMMENDATION:

Adopt a Resolution to Appoint Dr. Gail Newel as Public Health Officer for the County of San Benito.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Employment Agreement	1/25/2017	Employment Contract
Resolution	1/25/2017	Cover Memo

SAN BENITO COUNTY

HEALTH & HUMAN SERVICES AGENCY

JAMES A. RYDINGSWORD, MPA
DIRECTOR

1111 San Felipe Road, #206
Hollister, California 95023
831-636-4180 – Human Services
831-636-4190 – Protective Services
831-630-5120 – Staff Services

December 15, 2016

Gail Newel, MD
343 Soquel Ave., #245
Santa Cruz, CA 95062

OFFER OF EMPLOYMENT – PUBLIC HEALTH OFFICER

Dear Dr. Newel:

Congratulations! I am pleased to offer you employment with the County of San Benito, Health & Human Services Agency, in the job class of Public Health Officer as follows:

- Your starting salary is $109,474 annually, which is step B of the range designated for the County's Public Health Officer. Paychecks are issued on a biweekly (every two weeks) basis and the step you are offered equates to $4,210.56 biweekly.

- This unrepresented, at-will position serves at the pleasure of the Director of Health and Human Services. This is a part-time position and we are offering the position based on you fulfilling a .60 schedule. This equates to 24 hours weekly. County contributions to your health benefit package and your vacation, sick leave, and other accruals or holidays will be pro-rated accordingly.

- Your first day of work will be January 24, 2017.

- On this date, your appointment will be ratified by the County Board of Supervisors. Subsequently, you will be sworn in by the County Clerk or Deputy County Clerk.

- Please report Human Resources at 481 4th Street in Hollister at 8:30am on your first day. Please bring proof of your eligibility to work in the US, as required by federal law: **a valid passport or a driver's license and one other form of identification, such a social security card or birth certificate. They will take copies of these items and issue you a County photo ID badge at that time.**

- Within your first 5 days of work, please contact Julie Avera, Health and Human Services Staff Services Specialist, at 831-630-5122 to make an appointment for your Department Orientation.

- Employees are required to pay the employee portion of the retirement contribution to CalPERS. If you are considered a new employee under CalPERS (PEPRA), then you will be required to pay 6.5%, which is the employee portion. If you are considered a classic member with CalPERS, then you will be required to pay 7%.

SAN BENITO COUNTY

JAMES A. RYDINGSWORD, MPA
DIRECTOR

HEALTH & HUMAN SERVICES AGENCY

1111 San Felipe Road, #206
Hollister, California 95023
831-636-4180 – Human Services
831-636-4190 – Protective Services
831-630-5120 – Staff Services

Additionally, you are scheduled to participate in the mandatory new employee orientation program sponsored by the Human Resources Department shortly after you begin. You will then receive detailed information about the County's health, dental, and life insurance plans, as well as an overview of general rules and conditions of employment. Please prepare yourself for this orientation by gathering information on any eligible dependents that you wish to cover for health, dental and vision insurance, as well as name as your beneficiaries. This includes not only having the social security numbers and birthdates, but also copies of birth certificates and marriage certificates for those you will be insuring.

If you have any questions in the meantime, please call me at (831) 636-5041. Please sign, date and return one copy of this letter to our office by Tuesday December 20th, at 5pm.

Sincerely,

J Credico

Jacki Credico
Staff Services Manager

ACCEPTED: Gail J. Umel MD

DATE: 1-18-17

RESOLUTION NO. 2017-_____

A RESOLUTION OF THE SAN BENITO COUNTY BOARD OF SUPERVISORS APPOINTING GAIL NEWELL, M.D., AS SAN BENITO COUNTY HEALTH OFFICER

WHEREAS, Section 101000 of the Health and Safety Code requires that the Board of Supervisors in each county appoint a Health Officer who must possess certain specified qualifications; and

WHEREAS Martin Fenstersheib M.D., was appointed Acting County Health Officer for the County of San Benito by Resolution No. 2016-56 until such time as a replacement was found; and

WHEREAS, the Board of Supervisors seeks to provide uninterrupted Health Officer services to the residents of San Benito County; and

WHEREAS, Gail Newel, M.D. possesses the required qualifications to serve as a Health Officer.

NOW THEREFORE BE IT RESOLVED AND ORDERED, that the County of San Benito Board of Supervisors hereby appoints Gail Newel M.D. as the County Health Officer, effective February 7, 2017.

PASSED AND ADOPTED by the Board of Supervisors of the County of San Benito, State of California, at the meeting of said Board held on this 7th day of February, 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

APPROVED AS TO LEGAL FORM:
COUNTY COUNSEL
1-24-17

ATTEST:

_____
CHASE GRAVES
Clerk of the Board

By:_____
Deputy 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: 21.

MEETING DATE: 2/7/2017

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
1. Receive report from the Office of Emergency Services; (2) Adopt Resolution Recognizing the Continuing Proclamation of a Local Emergency in San Benito County; and (3)
Adopt Resolution Ratifying Letting of Contracts to Remediate Local Emergency, Confirming County Administrator's Authority to Enter Into Emergency Contracts Under Public Contracts Code 22050, Finding that there is a Need to Continue Emergency Action Action; and Finding Repair Work Exempt from CEQA As An Emergency Project. **(4/5 vote required)**

SBC FILE NUMBER: 75.5
RESOLUTION NO: 2017-5

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

At 12:00 P.M. on January 12, 2017, in the absence of the Director of Emergency Services and while the Board of Supervisors was not in session the Deputy Director of Emergency Services in response to major flooding in the North portion of San Benito County and rain damage/flooding throughout San Benito County, proclaimed a local emergency effective January 6, 2017. Per Ordinance No. 833, the Board of Supervisors ratified the Proclamation issued by the Deputy

Director on January 17, 2017.

Due to the recent Pacheco Creek Flooding and the effects heavy rainfall throughout San Benito County and the financial impact this event has had on the residents of the County and the County itself, the Deputy Director requested the Governor to Proclaim a State of Emergency for San Benito County.

On January 23, 2017, the Governor did proclaim a State of Emergency for the State of California, including the County of San Benito.

The first attached Resolution extensg the Proclamation of Local Emergency applies to entire County of San Benito. The Board is required to review and continue the state of local emergency at least once every 30 days until the Board terminates the state of local emergency. As a result, the Board will be presented with a similar resolution every month until the local emergency has been terminated. The second resolution relates to the letting of emergency contracts under Public Contracts Code 22050, and must be reviewed by the Board of Supervisors at every regular meeting until the need for emergency action terminates.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

The Office of Emergency Services Respectfully recommends:

1. Adopt Resolution Recognizing the Continuing Proclamation of a Local Emergency in San Benito County, and,
2. Adopt Resolution Ratifying Letting of Contracts to Remediate Local Emergency, Confirming County Administrator's Authority to Enter Into Emergency Contracts Under Public Contracts Code 22050, Finding that there is a Need to Continue Emergency Action; and Finding Repair Work Exempt from CEQA As An Emergency Project (4/5 vote).

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Resolution	1/31/2017	Resolution Letter
Resolution	2/3/2017	Resolution Letter

RESOLUTION NO. 2017-

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SAN BENITO COUNTY RECOGNIZING THE CONTINUING PROCLAMATION OF A LOCAL EMERGENCY IN SAN BENITO COUNTY

WHEREAS, California Government Code section 8630 and the San Benito County Code empower the County Administrator/Director of Emergency Services to proclaim the existence of a local emergency when San Benito County is affected or likely to be affected by a public calamity, subject to ratification by the Board of Supervisors at the earliest practicable time; and

WHEREAS, the Deputy Director of Emergency Services, acting at the direction of the County Administrator, found that conditions of extreme peril to the safety of persons and property had arisen within said County caused by the winter storm event starting on January 6, 2017, including the threat of flooding due to winter storms which necessitated the issuance of proclamation of a local emergency on January 12, 2017; and

WHEREAS, the Board of Supervisors of the County of San Benito ratified said proclamation of Local Emergency on Tuesday, January 17, 2017; and

WHEREAS, conditions of extreme peril continue to exist including highway and bridge damage, debris deposits, and damage and flooding to local residences caused by the heavy rains and the effects thereof, which constitute an imminent threat to public health and safety; and

WHEREAS, another series of storms hit the area during the weekend of January 21, 2017 and January 22, 2017, and it is forecast that another storm will be forthcoming which will present continued danger in light of the existing levee breach;

WHEREAS, the County Administrator/Director of Emergency Services determined that the locally available resources are inadequate to cope with the emergency and that it was necessary to request that the Governor proclaim a statewide emergency.

NOW, THEREFORE, **IT IS PROCLAIMED AND ORDERED,** that the "Proclamation Confirming the Deputy Director of Emergency Services' Proclamation of the Existence of a Local Emergency" adopted by the Board of Supervisors on January 17, 2017, and continuing since that date due to the 2017 Winter Storm Event, is hereby extended for 30 days; and

IT IS FURTHER PROCLAIMED AND ORDERED, that during the existence of this local emergency, the powers, functions and duties of the County Administrator and the emergency management organization of the San Benito County Operational Area shall continue to be those prescribed by Federal law; State law; by ordinances, resolutions and the Code of the

County of San Benito; and by the San Benito County/Operational Area Emergency Operations Plan approved by the San Benito County Board of Supervisors; and

IT IS FURTHER PROCLAIMED AND ORDERED, pursuant to Government Code section 8630, the Board of Supervisors shall review the need for continuing this local emergency at least once every thirty days until the Board of Supervisors terminates the local emergency; and

IT IS FURTHER PROCLAIMED AND ORDERD that a copy of this proclamation be forwarded to the State Director of the Office of Emergency Services and all State and Federal legislators representing the County of San Benito.

PASSED AND ADOPTED by the San Benito County Board of Supervisors, State of California, at the meeting of said Board held on the 7th day of February, 2017.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
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

_____
Barbara Thompson
Assistant County Counsel

RESOLUTION NO. 2017-

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO (1) RATIFYING THE COUNTY ADMINISTRATOR'S LETTING OF CONTRACTS TO REMEDIATE LOCAL EMERGENCY; (2) , CONFIRMING THE COUNTY ADMINISTRATOR'S AUTHORITY TO ENTER INTO EMERGENCY CONTRACTS PURSUANT TO PUBLIC CONTRACTS CODE 22050 WITHOUT COMPETITIVE BIDDING, (3) FINDING THAT THERE IS A NEED TO CONTINUE SUCH EMERGENCY ACTION, PURSUANT TO SECTION 22050 OF THE CALIFORNIA PUBLIC CONTRACT CODE; AND (4) FINDING THAT THE REPAIR WORK IS STATUTORILY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CEQA GUIDELINE SECTION 15269(c) FOR EMERGENCY PROJECTS (4/5 vote required)

WHEREAS, on January 12, 2017, the San Benito County Deputy Director of Emergency Services proclaimed a state of local emergency; and,

WHEREAS, on January 17, 2017, the Board of Supervisors confirmed the Deputy Director's Proclamation of a local emergency; and,

WHEREAS, on January 23, 2017, the Governor of the State of California declared a State of Emergency for several counties within the State of California, including the County of San Benito; and,

WHEREAS, Section 5.09.010 of the San Benito County Code provides that except as otherwise directed by law or the Board of Supervisors, competitive bidding is not required for emergency purchases required "in order to avoid a hazard to life or property…"; and,

WHEREAS, Section 5.09.015 of the San Benito County Code states, "Emergency purchases may be made by the Purchasing Agent or Assistant Purchasing Agent when a generally unexpected occurrence or unforeseen circumstances require an immediate purchase of material, supplies or equipment: (1) In order to avoid a hazard to life or property. . . or (4) In order to avoid economic loss to the county;" and,

WHEREAS, 5.09.015 of the San Benito County Code further states that "Emergency purchases shall be submitted to the Board of Supervisors for ratification at its next meeting; and,

WHEREAS, the Director of Emergency Services under San Benito County Code Chapter 11.01 is additionally authorized "to obtain vital supplies, equipment and such other properties found lacking and needed for the protection of life and property and to bind the county for the fair value thereof. . ."; and,

WHEREAS, Public Contract Code Section 1102 defines an emergency as "a sudden unexpected occurrence that poses a clear and imminent danger, requiring immediate action to

prevent or mitigate the loss or impairment of life, health, property, or essential public services"; and,

WHEREAS, Public Contract Code Section 22050(a)(1) states, "In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts"; and,

WHEREAS, Public Contract Code Section 22050(b)(1) further provides that "The governing body, by a four-fifths vote, may delegate, by resolution or ordinance, to the appropriate county administrative officer, ... or other nonelected agency officer, the authority to order any action pursuant to [Section 22050(a)(1)]"; and,

WHEREAS, Public Contracts Code Section 22050(b)(3) provides that if such action is taken, "that person shall report to the governing body, at its next meeting required pursuant to this section, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency"; and,

WHEREAS, Public Contract Code Section 22050(c)(2) further provides that "If a person with authority delegated pursuant [Section 22050(b)(1)] orders any action . . . . the governing body shall initially review the emergency action… at its next regularly scheduled meeting . . . . and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action; and,

WHEREAS, pursuant to Public Contract Code Section 22050(c)(3), the Board of Supervisors shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts; and,

WHEREAS, by unanimously adopting Ordinance 853 on April 27, 2010, the Board of Supervisors delegated to the County Administrative Officer the authority to make emergency purchases when generally unexpected occurrence or unforeseen circumstances require an immediate purchase of material, supplies or equipment in order to avoid a hazard to life or property; and,

WHEREAS, pursuant to the authority delegated under San Benito County Code, (1) on or about February 2, 2017, the County Administrative Officer let three contracts to Graniterock in the amounts of not to exceed $100,000, $100,000 and $25,000, respectively for debris removal, hauling of debris off-site, and site restoration for any damage caused by remediation activity; (2) on or about February 3, 2017, the County Administrative Officer is scheduled to enter into a contract with Graniterock in an amount not to exceed $75,000 for emergency road repair; (3) on or about February 3, 2017, the County Administrative Officer authorized work with the Don Chapin Company by purchase order in an amount up to $50,000 for building a temporary access road to access the level; and (4) on or about February 7, 2017, the County

Administrative Officer will let a contract with the Don Chapin Company in an amount estimated currently not to exceed $150,000 for emergency levee repair work; and,

WHEREAS, because this emergency procurement exceeds $10,000 and pursuant to Government Code 22050, the County Administrative Officer has presented this Resolution to the Board of Supervisors at its next available regular meeting; and,

WHEREAS, the County Administrative Officer hereby reports to the Board of Supervisors that, for the reasons set forth herein, and on the public record, that there was substantial evidence that the flooding and levee break were sudden unexpected occurrences that posed a clear and imminent danger to the surrounding neighborhood and the general public, requiring immediate action to prevent or mitigate the loss or impairment of life, health, or property; and,

WHEREAS, the County Administrative Officer also hereby reports to the Board of Supervisors that, for the reasons set forth herein, and on the public record, that there was substantial evidence that the emergency did not permit a delay resulting from a competitive solicitation for bids, and that emergency contracts were necessary to respond to the emergency; and,

WHEREAS, the Board of supervisors has reviewed the County Administrative Officer's emergency action and concurs with the County Administrative Officer's findings and determinations; and,

WHEREAS, the Board of Supervisors accepts the report of the County Administrative Officer and finds that (1) there is a need to continue the action, (2) that the current state of emergency will not permit a delay resulting from a competitive solicitation for bids, and (3) the action taken by the County Administrative Officer as recited herein, was necessary to respond to the emergency.

NOW THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO DOES HEREBY RESOLVE AS FOLLOWS:

1. The flooding and levee break constitutes an "emergency" under Public Contract Code Section 1102 and 22050 and Board of Supervisors hereby ratifies the County Administrative Officer's determination in this regard and the actions taken to remediate the emergency; and,

2. The County Administrative Officer's decision to waive the competitive bidding requirements pursuant to Public Contract Code Section 22050 is hereby ratified.

3. Until formally revoked, the Board expressly declares its delegation, and reaffirms its prior delegation, to the County Administrative Officer the authority to order action pursuant to paragraph (1) of subdivision (a) of California Public Contracts Code section 22050;

4. Pursuant to Public Contract Code Section 22050(c)(3), by a four-fifths vote, the Board of Supervisors finds that there is a need to continue the emergency action originally authorized by the County Administrative Officer; and,

5. The Board directs that such emergency action shall be reviewed by the Board of Supervisors at each subsequent regular Board of Supervisors' meeting to determine whether there is a need to continue the action, until the action is terminated; and,

6. The action from the contracts and purchase order referenced herein is exempt from the California Environmental Quality Act ("CEQA") (Pub. Res. Code, §§ 21000, et seq. and Title 14 of the California Code of Regulations, §§ 15000 et seq. ("State CEQA Guidelines")), pursuant to 14 Cal. Code of Regs. §15269 as an emergency project, and Resource Management Agency staff is hereby directed to file a Notice of Exemption with the San Benito County Clerk's Office.

DULY PASSED AND ADOPTED this 7th day of February, 2017 by the Board of Supervisors of the County of San Benito, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
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

_____
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: 22.

MEETING DATE: 2/7/2017

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: Brent Barnes

AGENDA ITEM PREPARER: Adam Goldstone

SBC DEPT FILE NUMBER: 127

SUBJECT:

RESOURCE MANAGEMENT AGENCY - B. BARNES
Receive report from staff and provide direction regarding the condition of the pedestrian tunnel located adjacent to the Babe Ruth field at Veterans Memorial Park.
SBC FILE NUMBER: 127

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

At Veterans Memorial Park, adjacent to the Babe Ruth ball field, there exists the remnants of the demolished race track. There is a partial earthen berm remaining and a concrete pedestrian tunnel that runs through the berm. The tunnel represents a current maintenance problem and potential public liability.
This issue was first discussed at the Vets Park Commission and that commission asked that the matter be heard by the Board for a decision on how to proceed. Staff has conceived several options for the Board to consider.

BUDGETED:

. .

No

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Receive report from staff and provide direction regarding the condition of the pedestrian tunnel located adjacent to the Babe Ruth field at Veterans Memorial Park.

ADDITIONAL PERSONNEL: No

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: 2/7/2017

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
Receive report from staff and provide direction regarding funding strategies for the anticipated shortfall on the Jail Expansion Project.
SBC FILE NUMBER: 120.5

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

The Jail Expansion project will be advertised for bidding shortly with bids due in April. Current cost estimates indicate that the project will likely have a budget shortfall of approximately $5million. Staff has been discussing strategies to cover this funding gap and will present that information to the Board. Staff requests Board direction on which option to pursue.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Receive report from staff and provide direction regarding funding strategies for the anticipated shortfall on the Jail Expansion Project.

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

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: 2/7/2017

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: Brent Barnes, RMA Director

AGENDA ITEM PREPARER: Shirley L. Murphy, Deputy County Counsel

SBC DEPT FILE NUMBER:

SUBJECT:

RESOURCE MANAGEMENT AGENCY - B. BARNES
1) Introduce and waive reading of an Ordinance Levying Special Taxes within County of San Benito Community Facilities District No. 2015-1 (Santana Ranch CFD); and
2) Continue consideration of the Ordinance to the February 21, 2017 meeting of the Board of Supervisors.
SBC FILE NUMBER: 790

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

The proposed ordinance would levy special taxes within Community Facilities District No. 2015-1 (Santana Ranch CFD), at the rate of $600.00 per residential unit, in accordance with the Santana Ranch Development Agreement and the Board's previous adoption of a Resolution of Intention to Form the CFD, a Resolution Establishing the CFD and Authorizing The Levy of Special Taxes, a Resolution Calling a Special Election, and a Resolution Accepting the Official Canvass-Statement of Vote.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

It is respectfully recommended that the Board of Supervisors:
1) Introduce and waive reading of an Ordinance Levying Special Taxes Within County of San Benito Community Facilities District No. 2015-1 (Santana Ranch CFD); and
2) Continue consideration of the Ordinance to the February 21, 2017 meeting of the Board of Supervisors.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Ordinance Levying Special Taxes Within CFD 2015-1 (Santana Ranch CFD)	1/31/2017	Ordinance

BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO

AN ORDINANCE OF THE SAN BENITO COUNTY BOARD OF SUPERVISORS, LEVYING SPECIAL TAXES WITHIN COUNTY OF SAN BENITO COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SANTANA RANCH CFD)	)	**ORDINANCE NO. _____**

The Board of Supervisors of the County of San Benito, State of California, does ordain as follows:

SECTION 1. FINDINGS:

The Board of Supervisors hereby makes the following findings and determinations, which are determined to be true and correct and material to this Ordinance:

A. Resolution of Intention to Form CFD 2015-1: On July 21, 2015, the Board of Supervisors ("Board") of the County of San Benito ("County"), pursuant to the Mello-Roos Community Facilities Act of 1982 ("Act"), adopted Resolution No. 2015-61 stating its intention to establish County of San Benito Community Facilities District No. 2015-1 ("CFD No. 2015-1"), to authorize the levy of special taxes within the Community Facilities District to finance certain public facilities and services and setting the date for a public hearing to be held on the establishment of the CFD. The Board reaffirms the findings and determinations set forth in Resolution No. 2015-61 and incorporates them herein by reference.

B. Public Hearing: In adopting Resolution No. 2015-61, the Board directed the Clerk of the Board to set a public hearing for September 1, 2015 at 9:00 a.m. regarding the establishment of CFD No. 2015-1, but with the consent of the property owners within the proposed district, the hearing was rescheduled for September 8, 2015 at 9:00 a.m., to coincide with the Board of Supervisors' regular meeting schedule for the month of September. The Clerk of the Board caused the publication of the notice of hearing as required under Section 53322 of the Act. On September 8, 2015, the Board opened, conducted, and closed said public hearing on the establishment of CFD No. 2015-1, and at the public hearing, the Board heard and received all oral and written testimony and evidence that was made, presented, or filed, and all persons present at the hearing were given ample opportunity to hear and be heard with respect to any matter related to the establishment of CFD No. 2015-1, including but not limited to the extent of the CFD, the furnishing of the particular types of Facilities and/or Services, and any protests from registered voters residing within the boundaries of the proposed CFD. At the conclusion of public testimony, the Board closed the public hearing, deliberated and considered the merits of the proposed establishment of CFD No. 2015-1, including but not limited to whether the public interest, convenience and necessity required the formation of the CFD and the levy of special taxes.

C. Resolutions Establishing CFD-1, Authorizing Levy of Special Taxes and Calling for Special Election: On September 8, 2015, following the close of the public hearing, the Board adopted Resolution No. 2015-68 Establishing CFD No. 2015-1 and authorizing the levy of special taxes, and adopted Resolution No. 2015-69 calling a special election, which resolutions established the Community Facilities District, authorized the levy of a special tax

within the Community Facilities District, and called for an election within the Community Facilities District on the proposition to levy a special tax and to establish an appropriations limit. The Board reaffirms the findings and determinations set forth in Resolution No. 2015-68 and Resolution No. 2015-69 and incorporates them herein by reference.

D. Special Election: On September 8, 2015, an election was held in which the qualified electors within the Community Facilities District approved the proposition by more than the two-thirds vote required by the Act. On September 22, 2015, the Board adopted Resolution 2015-72 accepting the official canvass-statement of vote for the September 8, 2015 special election. The Board reaffirms the findings and determinations set forth in Resolution No. 2015-72 and incorporates them herein by reference.

E. The County is authorized to undertake all of the above actions pursuant to the Constitution and other applicable laws of the State of California.

SECTION 2. SPECIAL TAX LEVY:

Based on the foregoing, the Board hereby authorizes and levies special taxes within Community Facilities District 2015-1 pursuant to sections 53328 and 53340 of the Act, at the rate of $600.00 per residential unit, in accordance with the method of apportionment set forth in the Rate and Method of Apportionment included within Resolution No. 2015-68 and within Exhibit C to Resolution No. 2015-68. Subject to the provisions of the Rate and Method of Apportionment, and the satisfaction of the conditions specified therein, the special taxes are hereby levied commencing in fiscal year 2016-2017 and in each fiscal year thereafter until the last fiscal year in which the special taxes are authorized to be levied pursuant to the Rate and Method of Apportionment. The Board may, in accordance with subdivision (b) of section 53340 of the Act, provide, by resolution, for the levy of the special tax in future tax years at the same rate or at a lower rate than the rate provided by this Ordinance. In no event shall the special tax be levied on any parcel within the Community Facilities District in excess of the maximum tax specified in the Rate and Method of Apportionment.

SECTION 3. SPECIAL TAX LEVY ON ALL PARCELS WITHIN CFD 2015-1:

The special tax shall be levied on all of the parcels in Community Facilities District 2015-1, unless exempted by law or by the Rate and Method of Apportionment

SECTION 4. PROCEEDS OF SPECIAL TAX LEVY:

The proceeds of the special tax shall only be used to pay, in whole or in part, the cost of providing the facilities, services, and incidental expenses pursuant to the Act.

SECTION 5. COLLECTION OF SPECIAL TAXES:

The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in the case of delinquency as is provided for ad valorem taxes, unless another procedure is adopted by the Board. The County Assessor will be responsible for annually preparing the current roll of special tax levy obligations by assessor's parcel number on nonexempt property within the

Community Facilities District, and will be responsible for estimating future special tax levies.

SECTION 6. SUBSEQUENT LIMITATIONS ON SPECIAL TAX LEVY:

If the levy of the special tax is repealed, invalidated, or limited by initiative or any other action participated in by the owners of parcels in Community Facilities District 2015-1, the County shall cease to levy the special tax and shall cease to be obligated to provide the authorized facilities and services for which the special tax was levied. The obligations to provide the authorized facilities and services previously funded by the repealed, invalidated, or limited special tax become the obligations of any property owners association established within the Community Facilities District, and if there is no such association, they shall become the joint obligations of the property owners of parcels within the Community Facilities District in proportion to the number of Parcels within the Community Facilities District.

SECTION 7. GENERAL PROVISIONS:

A. Severability: If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, or if the special tax is found inapplicable to any particular parcel within the Community Facilities District by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance and the application of the special tax to the remaining parcels within the Community Facilities District shall not be affected. The Board of Supervisors hereby declares that it would have enacted this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional, and that it would have levied the special taxes, irrespective of the fact that found inapplicable to any particular parcel within the Community Facilities District.

B. Captions: The titles and headings to the sections hereunder are not part of this Ordinance and shall have no effect upon the construction or interpretation of any part hereof.

C. Effective Date: This Ordinance shall take effect thirty (30) days after its adoption.

D. Publication: Within ten (10) days after its adoption, this Ordinance shall be published pursuant to California Government Code 6061 in its entirety in a newspaper of general circulation which is printed, published and circulated within the County of San Benito, State of California.

The foregoing Ordinance was introduced by the Board of Supervisors of the County of San Benito, State of California, at a regular meeting of said Board held on the 7th day of February, 2017, and was passed and adopted at a regular meeting of said Board held on the 21st day of February, 2017, by the following roll call vote:

AYES: Supervisor(s)
NOES: Supervisor(s)
ABSTAIN: Supervisor(s)
ABSENT: Supervisor(s)

By:_____
Jaime De La Cruz, Chair

ATTEST:
Chase Graves, Clerk of the Board

By:_____

Date:_____

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

By: Shirley L. Murphy
Shirley L. Murphy, Deputy County Counsel
Date: Jan. 31, 2017

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: 2/7/2017

DEPARTMENT: CLERK OF THE BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER: Barbara Thompson

SBC DEPT FILE NUMBER: 605

SUBJECT:

BOARD OF SUPERVISORS
Receive update on status of Grand Jury report for 2015-2016.
SBC FILE NUMBER: 605

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

Status of the 15-16 Grand Jury Report
As of the filing of this agenda item, the 15-16 Grand Jury report has not been released for print. Multiple factors led to this delay. However, it should be noted that each of the reports, and the consolidated report, were reviewed and approved by quorum of the Grand Jury prior to the end of their appointed term in accordance with grand jury procedure.

Reports submitted to County Counsel in June by the Grand Jury were initially reviewed by an associate from an outside law firm and then forwarded directly to the Court for review. The Court noted additional areas to be addressed and sent the reports to County staff. At this point a second review of the reports was conducted, this time by Counsel staff, along with an initial review of the most lengthy Grand Jury report given to County staff in August 2016.

Completed review of the last report and compiling of all attachments into one final document instead of individual word documents occurred late September 2016. The Court subsequently followed with additional commentary, to the foreperson. At this point, the Grand Jury foreperson is coordinating with the Court on resolving concerns.

County staff was not involved in any aspects of the finalization of the Grand Jury report from September 30, 2016 through January 17, 2017. The foreperson submitted the changes requested by the Court and the foreperson's letter to the Court in late December 2016.

On January 17, 2017, the Court referred the foreperson's letter to the County Counsel's office for review. Suggested changes were submitted back on January 23, 2017.

On January 30, 2017, the final report (with the changes that have been approved by the Court) was forwarded to the County Counsel's office for a final check, and on February 2, 2017, the Court indicated that it has approved the report for release.

The report will be printed and released.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Receive update on status of grand jury report for 2015-2016.

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: 26.

MEETING DATE: 2/7/2017

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
Appoint Animal Control Ad Hoc Sub-Committee.
SBC FILE NUMBER: 156.

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

The Chairman would like to appoint an Animal Control Ad Hoc Sub-Committee.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Create an Animal Control Ad Hoc Sub-Committee.

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: 27.

MEETING DATE: 2/7/2017

DEPARTMENT: COUNTY COUNSEL

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER:

SBC DEPT FILE NUMBER: 235.6

SUBJECT:

CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: Graniterock (APNs 020-280-012, 021-100-003, 021-110-001, 021-110-014, 020-320-006, 020-160-015 & 020-160-014), near Hospital 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: Aaron Johnston, Graniterock

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.

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: 2/7/2017

DEPARTMENT: COUNTY COUNSEL

DEPT HEAD/DIRECTOR: Matthew Granger

AGENDA ITEM PREPARER: Barbara Thompson

SBC DEPT FILE NUMBER: 235.6

SUBJECT:

CLOSED SESSION PURSUANT TO SECTION 54956.95: LIABILITY CLAIMS
Name of Claimant: Richard Boomer
Agency claimed against: San Benito County (member of Trindel Insurance Fund)
Claim No.: CTIF-236148 & CTIF-236308

Name of Claimant: Wes Walker
Agency claimed against: San Benito County (member of Trindel Insurance Fund)
Claim No.: CTIF-239733
SBC FILE NUMBER: 235.6

AGENDA SECTION:

Closed Session - P.M.

BACKGROUND/SUMMARY:

n/a

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Hold Closed Session

ADDITIONAL PERSONNEL: No

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: 29.

MEETING DATE: 2/7/2017

DEPARTMENT: COUNTY COUNSEL

DEPT HEAD/DIRECTOR: Matthew Granger

AGENDA ITEM PREPARER: Barbara Thompson

SBC DEPT FILE NUMBER: 235.6

SUBJECT:

CLOSED SESSION - PUBLIC EMPLOYEE APPOINTMENT
Title: County Counsel
Authority: California Government Code 54957
SBC FILE NUMBER: 235.6

AGENDA SECTION:

Closed Session - P.M.

BACKGROUND/SUMMARY:

PUBLIC EMPLOYEE APPOINTMENT
Title: County Counsel
Authority: California Government Code 54957

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Hold Closed Session

ADDITIONAL PERSONNEL: No

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: 2/7/2017

DEPARTMENT: COUNTY COUNSEL

DEPT HEAD/DIRECTOR: Matthew Granger

AGENDA ITEM PREPARER: Barbara Thompson

SBC DEPT FILE NUMBER:

SUBJECT:

CLOSED SESSION-CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant Exposure to litigation pursuant to Section 54956.9: Number of Cases: (1)
Closed session is authorized by Section 54956.9(d)(2), (e)(1).
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:

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: 2/7/2017

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 21, 2017.

AGENDA SECTION:

Next Meeting Date/Time

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

ADDITIONAL PERSONNEL: