

County of San Benito, CA

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



Meeting Agenda- **POSTED AND FINAL**

March 14, 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	District No. 3	District No. 4	District No. 5
	Vice - Chair			Chair

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

REGULAR MEETING AGENDA - **POSTED AND FINAL**

March 14, 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 Jerry Muenzer,
District #4.**

- b. Acknowledge Certificate of Posting

Certificate of Posting.

- c. **Presentations and Recognitions**

SHERIFF'S OFFICE - D. THOMPSON

Sheriff's Office Medal Presentation - Sergeant Mull and Deputy Casada,
Exceptional Duty Medal; Deputy Diller and Deputy Creager, Lifesaving Medal.
SBC FILE NUMBER: 110

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. **BOARD OF SUPERVISORS**

Authorization for the Board Chairman, interested Board Members and Central Administrative Staff as identified by the CAO to travel out of state to Columbus, OH to attend the 2017 National Association of Counties (NACo) Annual Conference and Exposition July 21 – 24, 2017 including payment of conference registration fees, air fare, lodging and per diem in accordance with San Benito County Travel Policy.
SBC FILE NUMBER: 156

2. **CLERK OF THE BOARD - C. GRAVES**

Approve the action minutes of the February 21, 2017 regular meeting.
SBC FILE NUMBER: 119

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

Request for approval of Amendment to the Supplemental Statement of Work presented by Carahsoft/Avocette Technologies Professional Services including an additional amount of \$1,890.14 to complete the deployment of the Accela Civic Platform Best Practice Template at the Resource Management Agency - Planning Division.
SBC FILE NUMBER: 119

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

Request approval of Accela Civic Platform Subscription User Annual User Fee Renewal - 12 Months (1st Renewal Term) Start Date: 05/23/2017 - End Date: 05/22/2018.
SBC FILE NUMBER: 119

5. **COUNTY CLERK-AUDITOR/RECORDER/ELECTIONS DEPARTMENT - J. P. GONZALEZ**

Request that the San Benito County Board of Supervisors consider approval to reschedule shared Governing Board Election with Monterey County from Odd-numbered to Even-numbered Years; adopt Resolution consolidating Multi-County Monterey Office of Education Elections commencing with the 2018 General Election.

SBC FILE NUMBER: 285
RESOLUTION NO: 2017-23

6. **COUNTY CLERK-AUDITOR-RECORDER-ELECTIONS DEPARTMENT - J. P. GONZALEZ**

The Senate Governance & Finance Committee will author the "Local Government Omnibus Act of 2017" which proposes numerous relatively minor, noncontroversial changes to the laws affecting local agencies' powers and duties when signed into law by Governor Jerry Brown, the omnibus bill will take effect on January 1, 2018; authorize Chairman to execute a letter of support for one of the provisions in Senate Bill 205, the Local Government Omnibus Act of 217; specifically, to support the proposed amendment to Government Code 1360 that would clarify the requirement of public officers to take an oath of office following election or appointment.

SBC FILE NUMBER: 285

7. **COUNTY COUNSEL'S OFFICE - M. GRANGER**

Approve Amendment No. 2 with Cota Cole LLP, in the additional amount of \$20,000, for general legal services through August 31, 2017.

SBC FILE NUMBER: 160

8. **COUNTY COUNSEL'S OFFICE - M. GRANGER**

Approve Hiring of Deputy County Counsel II, at Step D, and Deputy County Counsel II, at Step F.

SBC FILE NUMBER: 160

9. **COUNTY COUNSEL'S OFFICE - M. GRANGER**

Approve settlement in the amount of \$10,647.54, as San Benito County's share of a settlement between various state attorney generals and Barclays Bank PLC and Barclays Capital Inc.

SBC FILE NUMBER: 160

10. **DISTRICT ATTORNEY'S OFFICE - C. HOOPER**

Approve Out-of-State Travel for 3 staff members to attend the Karpel National User Group Meeting April 10-13, 2017 held in St. Louis, Missouri; approve budget adjustment/transfer in the amount of \$2,500.00. (4/5 vote)

SBC FILE NUMBER: 205

11. **HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**

Receive a report on the status of the proposed elimination of In Home Supportive Services (IHSS) Maintenance of Effort (MOE) cost sharing arrangement.

SBC FILE NUMBER: 130.1

12. **HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**

Authorize Health & Human Services Department (HHSA) to participate with the counties of Plumas and Mariposa in the submission of a joint application for the Small County Whole Person Collaborative, and approve the management consultant contract with Hurst Brooks Espinosa, LLC for maximum of \$50,000 to assist in preparation of the grant application. HHSA will act as the lead agency in the administration of the contract.

SBC FILE NUMBER: 130

13. **HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**

Approve a lease agreement with Sharp Business Systems for a copier at

- Environmental Health's new location for \$1,944.00 per year for five years.
SBC FILE NUMBER: 142.9
14. **HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**
Approval of Agreement with California Statewide Automated Welfare Systems (SAWS) Consortium IV (C-IV) Joint Powers Authority for purchase of ninety-three (93) new Microsoft Windows 10 Enterprise licenses and seventy (70) Windows 10 Enterprise Upgrade licenses for a software upgrade for existing workstations.
SBC FILE NUMBER: 130
15. **OFFICE OF EMERGENCY SERVICES - K. O'NEILL**
Adopt Resolution Recognizing the Continuing Proclamation of a Local Emergency in San Benito County.
SBC FILE NUMBER: 75.5
RESOLUTION NO: 2017-24
16. **OFFICE OF EMERGENCY SERVICES - K. O'NEILL**
1. 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: 2017-25
17. **RESOURCE MANAGEMENT AGENCY - B. BARNES**
Approval of Final Map for TSM 07-76(A), Tract No. 304, commonly known as Sunset Hills Development located at Santa Ana Valley Road.
SBC FILE NUMBER: 790
18. **RESOURCE MANAGEMENT AGENCY - B. BARNES**
Approve the form and content of the Pre-Qualification Questionnaire and the Pre-Qualification Client Interview Questions for the contractor pre-qualification process for the jail expansion project.
SBC FILE NUMBER: 120.5
19. **RESOURCE MANAGEMENT AGENCY - B. BARNES**
Accept all bids in the attached bid summary report for the Migrant Camp Sewer Line Repair project, award contract in the amount of \$35,600.00 to Monterey Peninsula Engineering as the lowest responsive, responsible bidder, approve the contract with Monterey Peninsula Engineering, authorize the RMA Director to execute the contract upon receipt of signed contract documents as required per the project specifications, grant the RMA Director change order authority in an amount not to exceed \$3,560.00; and approve the attached budget augmentation for the transfer of a General Fund Contingency Loan to the Capital Improvement project budget. (4/5 vote)
SBC FILE NUMBER: 750
20. **SHERIFF'S OFFICE - D. THOMPSON**
Adopt the plans and specifications for modifications to the current 911 communication infrastructure to be paid in full by Homeland Security Grant program funds through the San Benito County Office of Emergency Services (OES) in the amount not to exceed \$50,000.00, and authorize issuance of Invitation for Bids IFB No. PWB-1705 for radio system upgrades.
SBC FILE NUMBER: 110

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.*

21. **BOARD OF SUPERVISORS**

The San Benito County Board of Supervisors will issue a letter in support of California Senate Bill 1.

SBC FILE NUMBER: 156

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

Receive 2nd Quarter Fiscal Report for FY 16/17.

SBC FILE NUMBER: 119

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

Proposal for Solar Energy Partnership between OpTerra Energy Solutions and the County of San Benito.

SBC FILE NUMBER: 119

24. **COUNTY CLERK-AUDITOR-RECORDER-ELECTIONS DEPARTMENT - J. P. GONZALEZ**

Receive presentation of the duties and responsibilities of the County Auditor's Office.

SBC FILE NUMBER: 608

25. **RESOURCE MANAGEMENT AGENCY - B. BARNES**

Integrated Waste Management update on Joint Powers Agreement and Regional Agency Cost Sharing Agreement.

SBC FILE NUMBER: 142

26. **RESOURCE MANAGEMENT AGENCY - B. BARNES**

Rescind Board of Supervisors Resolution 2016-103 approving participation in the joint franchise agreement competitive procurement process with the members of the San Benito County Integrated Waste Management Regional Agency and direct staff to commence joint regional agency negotiations for the purposes of formulating a new solid waste franchise agreement with Recology Inc.

SBC FILE NUMBER: 142

RESOLUTION NO: 2016-103

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 LABOR NEGOTIATORS**

Agency designated representatives: Allyson Hauck, Ray Espinosa, Joe Paul Gonzalez, Melinda Casillas, Georgia Cochran, Steve Coffee

Employee Organizations:
Institutions Association
Law Enforcement Management
Management Employees' Group
SEIU Local 521 (General Unit Employees)
SEIU Local 2015 (IHSS)
Deputy Sheriff's Association
Confidential
Confidential Management
Appointed Department Heads
Unrepresented Employees
SBC FILE NUMBER: 235.6

28. **CLOSED SESSION - PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Title: County Administrative Officer
Authority: California Government Code 54957
SBC FILE NUMBER: 235.6

29. **CLOSED SESSION - PUBLIC EMPLOYEE
DISCIPLINE/DISMISSAL/RELEASE**

Authority: California Government Code 54957
SBC FILE NUMBER: 235.6

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

Subdivisions (a) and (d)(1) of Section 54956.9
Name of Case: BMC Promise Way, LLC, dba Benchmark Communities v.
County of San Benito, City of Hollister, Superior Court of California, County of
San Benito, Case No. CU-15-00056
SBC FILE NUMBER: 235.6

31. **CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL _EXISTING
LITIGATION**

Subdivisions (a) and (d)(1) of Section 54956.9
Name of Case: Award Homes, Inc. v. County of San Benito, City of Hollister,
et. al., Superior Court of California, County of San Benito, Case No. CU-15-
00099
SBC FILE NUMBER: 235.6

32. **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, March 28, 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.

<i>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.</i>
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SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number:

MEETING DATE: 3/14/2017

DEPARTMENT:

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER:

SBC DEPT FILE NUMBER:

SUBJECT:

Pledge of Allegiance to be led by Supervisor Jerry Muenzer, District #4.

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

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Jaime De La Cruz
District No. 5
Chair

Item Number:

MEETING DATE: 3/14/2017

DEPARTMENT:

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER:

SBC DEPT FILE NUMBER:

SUBJECT:

Certificate of Posting.

AGENDA SECTION:

Acknowledge Certificate of Posting

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Certificate of Posting 3.10.17	3/10/2017	Cover Memo

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

SAN BENITO COUNTY

2017 MAR 10 A 9:27

Pursuant to California Government Code Section 59454.2(a), the meeting agenda for the San Benito County Board of Supervisors Regular Meeting of Tuesday, March 14, 2017 was posted on the 10th day of March, 2017 at the following locations, freely accessible to the public:

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

And

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

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

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



CHASE GRAVES

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



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number:

MEETING DATE: 3/14/2017

DEPARTMENT: SHERIFF'S DEPARTMENT

DEPT HEAD/DIRECTOR: Sheriff Darren Thompson

AGENDA ITEM PREPARER: Captain Eric Taylor

SBC DEPT FILE NUMBER: 110

SUBJECT:

SHERIFF'S OFFICE - D. THOMPSON

Sheriff's Office Medal Presentation - Sergeant Mull and Deputy Casada, Exceptional Duty Medal;
Deputy Diller and Deputy Creager, Lifesaving Medal.

SBC FILE NUMBER: 110

AGENDA SECTION:

Presentations and Recognitions

BACKGROUND/SUMMARY:

The Sheriff's Office has recently instituted a policy and process for recognizing our employees for exemplary and heroic work. Our policy (Lexipol 1028.2) recognizes five (5) different awards/medals. They are as follow:

MEDAL OF HONOR

This Medal of Honor is given posthumously to Office members or members of another law enforcement agency who die from injuries received while on-duty or acting in an official capacity as a member of the San Benito County Sheriff's Office. It is presented to surviving family members.

MEDAL OF VALOR

The Medal of Valor is the Office's highest award and may be awarded to office members or members of another law enforcement agency who distinguish themselves by conspicuous heroism under exigent or life-threatening conditions, and consciously perform acts of bravery or other outstanding feats while facing imminent danger.

EXCEPTIONAL DUTY MEDAL

The Exceptional Duty Medal is given to office members or members of another law enforcement agency who for a highly creditable accomplishment or act in the line of duty that brings public acclaim to themselves, their department, or the Law Enforcement Profession. These acts can be any one of the following but are not limited to;

1. For acts of bravery during the performance of duties;
2. For service with distinction under extraordinary circumstances during a major emergency, event, or special operation;
3. For other exceptional service to the San Benito County Sheriff's Office.

LIFESAVING MEDAL

The Medal for Lifesaving is awarded to office members or members of another law enforcement agency who personally perform acts that save human lives. The acts need not be performed under conditions requiring bravery or exposure to great personal risk. To be considered, the person having been saved need not sustain life in the long term, but by the deliberate act of the office member, must have been prevented from dying at the time and place that the act or aid was performed.

PURPLE HEART

The Purple Heart is awarded to a person serving in any capacity with the San Benito County Sheriff's Office or member of another law enforcement agency, who having sustained personal injury, in the intelligent performance of duty, against any adversary of San Benito County, the State of California, or the United States of America.

Today, the San Benito Sheriff's Office awards the following:

EXCEPTIONAL DUTY MEDAL to Sergeant Michael Mull and Deputy Victor Casada. On 1-11-17, Sergeant Mull and Deputy Casada responded to Lovers Lane during a major flood incident. At 0200 hours, four people became trapped, inside their vehicle, with flood water rapidly rising around them.

Two of the occupants were children. Once on scene, Sergeant Mull and Deputy Casada stripped off their "duty gear" and climbed onto the "running boards" of Cal Fire Truck 1681. While enroute to the stranded truck, Sergeant Mull climbed into the passenger seat of the fire truck while Deputy Casada stayed on the running boards. Once they were near the truck and trapped family, Deputy Casada attempted to reach the children who were now on the roof of the truck, and the adults in the bed, as the waters were rising quickly. By this time the water had reached the windshield of the truck.

Unable to reach the children, and without any swiftwater rescue training, Deputy Casada jumped into the water and swam to the truck. He retrieved the children and passed them to Sergeant Mull in the fire truck. Once the children were safe in the truck, Deputy Casada and Sergeant Mull transferred the adults and their two dogs to the safety of the fire truck. The Cal Fire crew then drove them out of the affected area, to safety.

It was the quick thinking and selflessness of Sergeant Mull and Deputy Casada that led to the rescue of the family. Though there were class 1 and 2 rapids, deep floodwater and debris, Deputy Casada selflessly jumped in to the water without the proper equipment for a water rescue. Had Sergeant Mull not been there to assist in the transfer of the family, dogs and retrieval of Deputy Casada, this rescue would not have been successful.

LIFESAVING MEDAL to Deputy Cody Diller and Deputy Matthew Creager. On June 5th, 2015, at approximately 0730 hours, Deputies Diller and Creager were dispatched to a possible trespass on Wright Rd. Upon their arrival, they met with the reporting party who said a male had been trespassing on the property and was acting strange. The male was not known to the resident. Deputy Diller and Deputy Creager began a methodical search of the property. During the search, the deputies located a male who had "hung" himself from a tree with a rope around his neck. As the deputies approached the male, he was convulsing and was gasping for air.

Deputies Diller and Creager took control of the male and freed him from the noose. He was treated on scene and transported to the hospital. During the course of the investigation it was learned the male was attempting to end his life. He was transferred to a bay area trauma center where he was treated for his medical and psychological conditions.

It was the attention to duty and quick lifesaving efforts on the part of Deputy Diller and Deputy Creager that resulted in the male's life being saved. He was then able to receive the care he needed.

BUDGETED:

No

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

0

STAFF RECOMMENDATION:

No action - Presentation Only

ADDITIONAL PERSONNEL: No



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

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Jerry Muenzer
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Jaime De La Cruz
District No. 5
Chair

Item Number: 1.

MEETING DATE: 3/14/2017

DEPARTMENT: BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR: Not Applicable

AGENDA ITEM PREPARER: Louie Valdez

SBC DEPT FILE NUMBER: 156

SUBJECT:

BOARD OF SUPERVISORS

Authorization for the Board Chairman, interested Board Members and Central Administrative Staff as identified by the CAO to travel out of state to Columbus, OH to attend the 2017 National Association of Counties (NACo) Annual Conference and Exposition July 21 – 24, 2017 including payment of conference registration fees, air fare, lodging and per diem in accordance with San Benito County Travel Policy.

SBC FILE NUMBER: 156

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The National Association of Counties (NACo) will hold their Annual Conference and Exposition on July 21 - 24, 2017 hosted by Franklin County in Columbus, OH. NACo County Members are eligible for Early Bird Registration (post marked by 6/8/2017) to take advantage of the \$530.00 fee which includes the Luncheon Fee.

Lodging will range from a low of \$139.00 to as high as \$199.00 per evening depending upon hotel

assignments made by NACo's Housing Bureau. Prospective attendees are encouraged to register early to secure their preferred housing selection.

Flight arrangement will be made via Southwest Airlines via 21 day advance purchase, if possible, unless another comparable airline offers a lower fare. As of February 28, 2017, the approximate cost of a round trip flight to and from Columbus, OH from San Jose, CA is \$440.00.

Cancellation Policy: All cancellations must be made in writing and can be sent via e-mail (nacomeetings@naco.org) or fax 866.741.5129.

For a full refund of the registration fee (minus a \$75 administrative fee) cancellation requests must be received by June 29, 2017. Cancellation requests received between June 30 and July 13, 2017 will receive a refund equal to 50% of the total paid. Cancellation requests received after July 13, 2017 will not be refunded.

Attached for the Board's review is Conference Registration form that details Mobile Workshops, Leadership Development Courses and additional Tours and activities being offered during this event. Conference Program information

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

To authorize the Board Chairman, interested Board Members and Central Administrative Staff as identified by the CAO to travel out of state to Columbus, OH to attend the 2017 National Association of Counties (NACo) Annual Conference and Exposition July 21 – 24, 2017 including payment of conference registration fees, air fare, lodging and per diem in accordance with San Benito County Travel Policy.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Conference Registration Form	2/28/2017	Backup Material
Hotel Reservation Form	2/28/2017	Backup Material



Type or print clearly. Information with an asterisk (*) will appear on your conference badge.
Please make a copy for your records.

PAGE 1 OF 3

If you require hotel accommodations, you must complete the Hotel Reservation Form.

LAST NAME*		FIRST NAME*		NAME TAG NAME*	
TITLE/POSITION*					
COUNTY/ORGANIZATION*		ADDRESS			
CITY*	STATE*	ZIP CODE	EMAIL		
TELEPHONE	CELL PHONE		FAX		
ASSISTANT'S EMAIL (OPTIONAL)					

☐ **OPT OUT** Please check here if you do not want your information shared with corporate sponsors and exhibitors.

IN CASE OF AN EMERGENCY DURING THE MEETING, PLEASE CONTACT:

NAME		PHONE
WILL THIS PERSON BE STAYING IN YOUR HOTEL ROOM?		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	RELATIONSHIP

CONFERENCE TOTE BAG

Please indicate if you would like to receive a Conference Bag and one will be ordered for you.

- ☐ Yes, I would like to receive a bag
☐ No thanks.

DIETARY RESTRICTIONS

Please let us know if you have any of the following dietary needs:

- | | |
|--|--|
| <input type="checkbox"/> None | <input type="checkbox"/> No Soy |
| <input type="checkbox"/> No Egg | <input type="checkbox"/> No Shellfish |
| <input type="checkbox"/> No Fish | <input type="checkbox"/> No Tree Nut |
| <input type="checkbox"/> No Milk/Dairy | <input type="checkbox"/> No Wheat (Gluten) |
| <input type="checkbox"/> No Peanut | <input type="checkbox"/> No Corn |
| <input type="checkbox"/> Other: _____ | |

NEW TO NACo? (PLEASE CHECK ANY STATEMENT BELOW THAT APPLIES TO YOU.)

- ☐ My county is a new NACo member.
☐ This is my first NACo Conference.
☐ I am a member of the _____ affiliate.

Please mail your completed conference registration to:

NACo Conference Registration Center
PO Box 79007 • Baltimore, MD 21279-0007

Or fax it to: 866.741.5129

Or register online: www.naco.org

Questions? Please call 202.942.4292

REGISTRATION FEES

If you plan on attending the Sunday, July 23 Awards Luncheon, an additional fee of \$15 will be applied to your total due. Forms must be postmarked by the dates below in order to qualify for the selected rate category. If you are unable to register prior to July 13, please plan on registering on-site in Columbus. NACo reserves the right to correct any errors when calculating the amount due.

	EARLY BIRD (Fax/Mail) Postmarked by 6/8	ADVANCE (Fax/Mail) 6/9–7/13	ON-SITE After July 13
NACo Board of Directors	<input type="checkbox"/> \$515	<input type="checkbox"/> \$585	<input type="checkbox"/> \$650
Luncheon Fee Added	<input type="checkbox"/> \$530	<input type="checkbox"/> \$600	<input type="checkbox"/> \$665
NACo County Member	<input type="checkbox"/> \$515	<input type="checkbox"/> \$585	<input type="checkbox"/> \$650
Luncheon Fee Added	<input type="checkbox"/> \$530	<input type="checkbox"/> \$600	<input type="checkbox"/> \$665
State Association of Counties Staff	<input type="checkbox"/> \$515	<input type="checkbox"/> \$585	<input type="checkbox"/> \$650
Luncheon Fee Added	<input type="checkbox"/> \$530	<input type="checkbox"/> \$600	<input type="checkbox"/> \$665
NACo Corporate Member	<input type="checkbox"/> \$515	<input type="checkbox"/> \$585	<input type="checkbox"/> \$650
Luncheon Fee Added	<input type="checkbox"/> \$530	<input type="checkbox"/> \$600	<input type="checkbox"/> \$665
County Non-Member	<input type="checkbox"/> \$740	<input type="checkbox"/> \$795	<input type="checkbox"/> \$850
Luncheon Fee Added	<input type="checkbox"/> \$755	<input type="checkbox"/> \$810	<input type="checkbox"/> \$865
Corporate Non-Member	<input type="checkbox"/> \$765	<input type="checkbox"/> \$835	<input type="checkbox"/> \$900
Luncheon Fee Added	<input type="checkbox"/> \$780	<input type="checkbox"/> \$850	<input type="checkbox"/> \$915
Government (Federal or State employees only)	<input type="checkbox"/> \$565	<input type="checkbox"/> \$670	<input type="checkbox"/> \$770
Luncheon Fee Added	<input type="checkbox"/> \$580	<input type="checkbox"/> \$685	<input type="checkbox"/> \$785
Two Day	<input type="checkbox"/> \$360	<input type="checkbox"/> \$375	<input type="checkbox"/> \$400
Check your two-day choice:	<input type="checkbox"/> Friday–Saturday	<input type="checkbox"/> Saturday–Sunday	<input type="checkbox"/> Sunday–Monday
Two-day registration provides admittance to all sessions and the Exhibit Hall (if open) for the selected days. Two-day registrants are not permitted to register guests.			
Press	<input type="checkbox"/> Complimentary		
Editorial Staff ONLY – Press registrations must be accompanied by a letter of assignment on letterhead.			

Sub-Total Registration Fees: \$

PLEASE CONTINUE TO THE NEXT PAGE TO REVIEW WORKSHOPS AND ADDITIONAL EVENT OPTIONS.



LAST NAME

FIRST NAME

MOBILE WORKSHOPS (ADVANCED SIGN UP REQUIRED)

All tours will depart from the Greater Columbus Convention Center (GCCC). **Space on tours is limited**, participation will not be confirmed until forms are processed. For instant confirmation and up-to-date availability, we recommend registering on-line.

THURSDAY, JULY 20

☐ Nationwide Children's Hospital Campus Tour

9:00 a.m. – 11:00 a.m. (Bus will depart GCCC at 8:30 a.m.)

This tour to one of America's largest and leading children's health care and research center facilities will allow you to experience the campus from the perspective of one of the million patients and families the hospital supports annually. Come learn about the hospital's transformative efforts in mental and behavioral health.

☐ Ohio State University Campus Agriculture Tour

11:00 a.m. – 3:00 p.m. (Bus will depart GCCC at 10:30 a.m., includes a late lunch)

Come learn how Franklin County and the City of Columbus are working with community partners to utilize food system development to revitalize neighborhoods, improve health, address food insecurity and serve as a tool for economic development.

FRIDAY, JULY 21

☐ Scioto Mile and National Veterans Museum Presentation

11:00 a.m. (Buses will depart GCCC at 10:30 a.m.)

Presentation with nationally recognized economic development leader; Guy Worley, CEO & President of Columbus Downtown Development Corp.

☐ Rickenbacker Inland Port

2:30 p.m. – 4:30 p.m. (Buses will depart GCCC at 2:00 p.m.)

Rickenbacker Inland Port is a global multi-modal logistics hub with an unparalleled location for distribution to U.S. and Canadian consumers.

LEADERSHIP DEVELOPMENT COURSES (ADVANCED SIGN UP REQUIRED)

☐ Crisis Communication Strategies for County Officials

Saturday, July 22, 10 a.m. – 2 p.m.

This 4-hour course will dive deep into the art of managing a crisis through strategic communications. You will learn how to recognize the challenges faced in traditional and social media and understand the processes to follow when you experience a crisis in your county.

Total Amount Due: \$110

☐ Essential Practices in Technology for County Officials *(Limited Availability)*

Sunday, July 23, 1:00–5:00 pm

This 4-hour course will focus on the top technological issues facing county government. By attending this course, you will learn how to assess technological risk, keep your office safe from cyber-attacks and implement the technology strategy that is right for your county.

Total Amount Due: \$110

ADDITIONAL TOURS AND ACTIVITIES (ADVANCED SIGN UP REQUIRED)

☐ NACo and Public Technology Institute Technology Summit

Limited to County Attendees — No additional fee required.

Friday, July 21 from 8:00 a.m. – 5:00 p.m.

There is no charge for this session.

☐ NEXTGEN Community Service Project to Benefit Nationwide Children's Hospital

Friday, July 21, 9:00–11:00 a.m.

Join us in stuffing backpacks for children who are admitted for treatment at Nationwide Children's Hospital!

of Volunteers: _____ @ \$25 each

☐ I would like to donate \$75 to cover the full cost of one backpack.

Sub-Total for Volunteer Project: \$ _____

☐ Clippers vs Syracuse Baseball Tickets *(Limited Availability)*

Friday, July 21 at 7:15 p.m.

Immediately following the opening reception, the Clippers field is within walking distance of conference hotels.

of Tickets: _____ (Max 4)

☐ Conference Celebration Event Tickets

(1 ticket is included with your registration fee). You may purchase up to 3 additional tickets for the Conference Celebration Event.

Monday, July 24 — \$50 each for non-registered guests.

of Tickets: _____ @ \$50 each.

Sub-Total Registration Fees (From Page 1): \$ _____

Sub-Total for Extra Activities: \$ _____

TOTAL REGISTRATION & TICKET FEES: \$ _____

**PLEASE CONTINUE TO THE NEXT PAGE FOR PAYMENT INFORMATION AND AND TO REVIEW SPECIAL INSTRUCTIONS REGARDING
WAIVER & RELEASE, RIGHT TO USE NAME AND LIKENESS, AND CANCELLATION POLICY.**



LAST NAME

FIRST NAME

PAYMENT METHOD: (SELECT ONE)

☐ Check ☐ PO ☐ American Express ☐ Visa ☐ MasterCard ☐ Discover

Payment Policy: Payment for conference registration fees must accompany this form. Send check or company purchase order, made payable to the National Association of Counties, to the Conference Registration Center at the address listed below. A purchase order will only HOLD a registration. All fees must be paid in full in order to obtain your badge and registration materials at the conference. We regret that we are not able to reserve tour spots for forms received without payment information.

If paying by check, return your completed conference registration form to:

NACo Conference Registration Center
PO Box 79007
Baltimore, MD 21279-0007

If paying by credit card, fax your completed forms to: 866.741.5129

Please note: To be in compliance with the PCI regulations, we are unable to receive credit card information via email.

SAVE \$25 – REGISTER ON-LINE WWW.NACO.ORG/ANNUAL



SPECIAL SERVICES

(check if applicable)

☐ Yes, I will require special assistance.

Please let us know your requirements by attaching a separate sheet of paper outlining your needs.

CARD NUMBER

EXP. DATE

NAME AS IT APPEARS ON CARD

SIGNATURE

Your signature authorizes NACo to charge your credit card for the total amount due. NACo will adjust amount due based on availability of ticketed items.

Questions? Please call: 202.942.4292 or email: nacomeetings@naco.org

Waiver & Release: By registering for this meeting, I acknowledge and assume all risks associated with participation in the meeting and any associated events/activities (e.g. Conference Celebration Event) including without limitation any slips and falls. I hereby knowingly waive and release NACo, its employees, directors, officers, volunteers, agents, successors, licensees, assigns, vendors and sponsors from any and all claims, liabilities, or causes of actions, including without limitation, death, bodily injury, property damage, or any other loss, damage, or any inconvenience whatsoever, arising from participation in this meeting and any associated events/activities whether or not such damage, injury, or loss may occur on the premises of the meeting, at off-site venues, in participating hotels or on event ground transportation. I also hereby knowingly waive and release NACo, its employees, directors, officers, volunteers, agents, successors, licensees, assigns, vendors and sponsors from any and all claims that I may have or may arise regarding the use of my name and image, including any and all claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity or copyright.

Right to use name and likeness: in consideration for my participation in NACo's meeting, I hereby grant NACo the perpetual, world-wide, royalty-free right and permission to record, photograph, use and distribute (royalty-free, both now and in the future) my image, name, and voice in all forms and all media including, without limitation, photographs, electronic reproductions and transmission of images and audio files, web-casting, and any and all other uses on the internet for any and all NACo's lawful purposes.

Cancellation Policy: All cancellations must be made in writing and can be sent via e-mail (nacomeetings@naco.org) or fax 866.741.5129.

For a full refund of the registration fee (minus a \$75 administrative fee) cancellation requests must be received by June 29, 2017. Cancellation requests received between June 30 and July 13, 2017 will receive a refund equal to 50% of the total paid. Cancellation requests received after July 13, 2017 will not be refunded.



HOUSING DEADLINE: JUNE 21, 2017 – FAX YOUR COMPLETED FORM TO 704.927.1439

- Be sure to make your reservations early as room requests are taken on a first-come, first-served basis.
- You must be registered for the meeting in order to reserve a hotel room.
- Hotel cannot process reservation forms. Do not send them directly to the hotel(s). All reservation requests must originate through NACo's official housing company, ConferenceDirect, to guarantee our negotiated room rates.
- NACo Housing will e-mail a confirmation of your request within two weeks of receipt of your form.

For accurate and easy housing, visit www.naco.org/annual to register and reserve your room on-line.

For questions about reservations, please call (Monday–Friday 8:30 a.m.–9:00 p.m. ET) 888.751.5182 or email us at naco@conferencedirect.com

FAX: 704.927.1439

CONTACT INFORMATION

<hr/> LAST NAME		<hr/> FIRST NAME	
<hr/> COUNTY/ORGANIZATION		<hr/> ADDRESS	
<hr/> CITY	<hr/> STATE	<hr/> ZIP CODE	<hr/> E-MAIL
<hr/> TELEPHONE	<hr/> FAX	<hr/> ASSISTANT'S E-MAIL (OPTIONAL)	
July / / 2017	July / / 2017		
ARRIVAL DATE	DEPARTURE DATE		

HOSPITALITY SUITES

If you wish to reserve a hospitality suite, please contact the official NACo Housing Bureau, ConferenceDirect, at naco@conferencedirect.com directly for availability and pricing.



REQUEST HANDICAPPED ACCESSIBLE ROOM

☐ Check here if you require an ADA accessible room.

HOTEL AVAILABILITY

The room rates below are guaranteed until June 21, 2017, based on availability. After June 21, 2017, hotel rate or availability cannot be guaranteed.

HOTEL DEPOSIT & PAYMENT BY CHECK

NACo's Housing Bureau will send you an acknowledgement of your room request within two weeks of receipt of this form. The credit card provided below will be charged by the hotel on or after June 22, 2017 in the amount of one night's room and tax, and will be applied towards your stay during the 2017 NACo Annual Conference and Exposition. Check deposits must be mailed directly to your assigned hotel by June 21, 2017. The hotel mailing address will be included in your confirmation letter. To receive a refund, cancellation requests must be received at least 48 hours prior to arrival.

HOTEL PREFERENCES

1. Please reference the Hotel Map and indicate the top four hotels you are requesting. Every effort will be made to accommodate your first choice hotel. If your preferred hotel(s) is not available, NACo Housing will contact you with other hotel options. If you do not indicate a hotel choice or room type, one will be selected for you.
2. All hotel reservations must be guaranteed with a major credit card that is valid through the event date, or by a check deposit for one night's room and tax. Even if paying by check, we MUST still have a credit card to guarantee each reservation. Check deposits must be mailed directly to your assigned hotel by June 21, 2017. The hotel mailing address will be included in your confirmation letter.

NOTE: IF YOU CANCEL YOUR REGISTRATION PRIOR TO JUNE 21, 2017, ANY HOTEL RESERVATION ASSOCIATED WITH YOUR REGISTRATION WILL ALSO BE CANCELED. HOWEVER, IF YOU CANCEL AFTER JUNE 21, 2017, YOU WILL NEED TO CALL THE HOTEL DIRECTLY TO CANCEL YOUR RESERVATION.

RANK	ROOM TYPE:	SINGLE	DOUBLE
<hr/>	Crowne Plaza Columbus Downtown	<input type="checkbox"/> \$169	<input type="checkbox"/> \$169
<hr/>	Drury Inn & Suites Columbus Convention Center		
<hr/>	Standard Room	<input type="checkbox"/> \$139	<input type="checkbox"/> \$139
<hr/>	Suite	<input type="checkbox"/> \$159	<input type="checkbox"/> \$159
<hr/>	Hampton Inn & Suites Columbus Downtown	<input type="checkbox"/> \$169	<input type="checkbox"/> \$189
<hr/>	Hilton Columbus Downtown	<input type="checkbox"/> \$179	<input type="checkbox"/> \$179
<hr/>	Hyatt Regency Columbus	<input type="checkbox"/> \$179	<input type="checkbox"/> \$179
<hr/>	Red Roof Plus Columbus Downtown	<input type="checkbox"/> \$149	<input type="checkbox"/> \$149
<hr/>	Renaissance Columbus Downtown Hotel	<input type="checkbox"/> \$149	<input type="checkbox"/> \$149
<hr/>	Residence Inn Columbus Downtown	<input type="checkbox"/> \$199	<input type="checkbox"/> \$199
<hr/>	The Lofts	<input type="checkbox"/> \$199	<input type="checkbox"/> \$199

CREDIT CARD AUTHORIZATION

If paying with a credit card, please complete the following and **fax** this form to 704.927.1439.*

☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

<hr/> CARD NUMBER	<hr/> EXP. DATE
<hr/> NAME AS IT APPEARS ON CARD	<hr/> SIGNATURE

I authorize the NACo Housing Bureau to use the above card to guarantee my hotel reservation. I understand that one night's room charge and tax will be billed to this card on or after June 21, 2017. Reservations must be cancelled at least 48 hours prior to your scheduled arrival to avoid penalty charges. If you do not cancel your reservation in time or fail to check-in on the scheduled date of arrival, your credit card will be charged in the amount of one night's room and tax or your check deposit will be forfeited. Your reservation will also be canceled for the remainder of the stay.

***Please note: To be in compliance with PCI regulations, we are unable to receive credit card information via e-mail.**

2017 NACo ANNUAL CONFERENCE AND EXPOSITION

EXHIBITOR PROSPECTUS

JULY 21-24 // EXHIBIT DATES: JULY 22-23, 2017

FRANKLIN COUNTY, OHIO
GREATER COLUMBUS CONVENTION CENTER

STRONGER COUNTIES. STRONGER AMERICA.



The National Association of Counties invites you to exhibit with us

*counties own
and maintain*

46% OF AMERICA'S ROADS
AND **40%** OF AMERICA'S
BRIDGES



PHOTO CREDIT: ROD BERRY/OHIO STOCK PHOTOGRAPHY

ABOUT NACo

The National Association of Counties (NACo) is the only national organization that represents all county governments throughout the United States. Founded in 1935, NACo brings county officials together to advocate with a collective voice on national policy, exchange ideas and build new leadership skills, pursue transformational county solutions, enrich the public's understanding of county government and exercise exemplary leadership in public service.

OUR VISION

Achieve healthy, vibrant and safe
counties across America



JULY 21-24, 2017

EXHIBIT DATES:
JULY 22-23, 2017



PHOTO CREDIT: WILL SHIVELY/COURTESY OF BALLETMET COLUMBUS



for more information:

call

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JOHN PAPARA

312.265.9649

John@CorcExpo.com

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202.661.8843

tjamison@naco.org

82ND ANNUAL CONFERENCE AND EXPOSITION

The NACo Annual Conference & Exposition is the only meeting that draws a cross section of elected officials and county staff from across the country. Attendees from rural & urban counties, large and small budgets and staff – all come together for 4 days of education, networking and sessions aimed to help improve residents' lives and the efficiency of county government.

Counties are one of America's oldest forms of government, dating back to 1634 when the first county governments (shires) were established in Virginia. The organization and structure of today's 3,069 county governments are chartered under state constitutions or laws and are tailored to fit the needs and characteristics of states and local areas.

No two counties are exactly the same. Counties are governed by locally elected officials and, in some instances, operate under home rule authority, which allows for more local flexibility and control with structural, functional and fiscal powers. Though organizational structures and specific responsibilities vary, all county governments are on the front lines of delivering vital services to residents.

Exhibiting at the NACo Annual Conference will provide you with benefits you don't get at other trade shows. As an exhibitor you are granted full registration and access to all sessions and social events to increase networking opportunities for you and your company. Conference sessions will give you unique insight into the challenges counties and our residents face – and the solutions we're pursuing.

\$554.4 BILLION + 3.6 MILLION = 308 MILLION

\$554.4 billion total expenditures annually

3.6 million county employees

Service to almost 308 million county residents



counties are involved in

A **THIRD** OF PUBLIC TRANSPORTATION SYSTEMS AND AIRPORTS



Make contact with over **2,500** of the nation's local government **leaders** who represent **over 80% of the nation's population!**

Showcase your product to county government leaders, state associations of counties, county professional affiliates and more!



for more information:

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2017 Exhibit Hall Hours, Dates and Costs

counties invest

ALMOST **\$60 BILLION**
IN CONSTRUCTION OF
PUBLIC FACILITIES

IMPORTANT DATES

Housing Opens February 2017
Service Kit Available April 21, 2017
Booth Descriptions Due May 26, 2017
Full Payment Due April 21, 2017

BOOTH RENTAL FEES

Cost per 10x10 in-line booth

NACo Premier Members - \$1,800
Non-Member Company - \$2,400
Non-Profit/Government - \$1,600
Corner booth surcharge \$150/corner

INSTALLATION

Friday, July 21, 8:00 a.m. – 5:00 p.m.

SHOW HOURS

Saturday, July 22, 9:00 a.m. – 3:00 p.m.
Sunday, July 23, 9:00 a.m. – noon

DISMANTLE

Sunday, July 23, Noon – 5:00 p.m.



INCLUDED WITH BOOTH RENTAL

8' high backdrap & 3' high side rails
Booth identification sign
(3) Complimentary full conference registrations per 100 square feet of purchased space
Complimentary pre-show attendee mailing list
Complimentary post-show attendee mailing list
Company listing in printed final program (distributed on-site to 2,500 attendees)
Company listing in conference app



for more information:

call

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Barry@CorcExpo.com

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tjamison@naco.org

ADDITIONAL EXHIBITOR BENEFITS

- Courtesy passes to distribute to local buyers
- Opportunity to purchase additional full conference registrations at a reduced rate
- Opportunity to attend general sessions featuring nationally recognized speakers and education sessions conducted by county experts
- Ability to networking with county leaders at social events



counties operate

91% OF ALL LOCAL JAILS

TRAFFIC BUILDERS

- Saturday Exhibit Hall Lunch
- Sunday Exhibit Hall Breakfast
- Passport to Prizes Program



ADDITIONAL OPPORTUNITIES TO MAXIMIZE YOUR COMPANY'S EXPOSURE INCLUDE

- Advertising packages around convention center & headquarters hotel
- Sponsorship of networking activities
- Sponsorship of general sessions
- County Talks – book our theater for a 30-minute presentation



PHOTO CREDIT: GRAHAM JONES



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Attendance at NACo's 2016 Annual Conference & Exposition

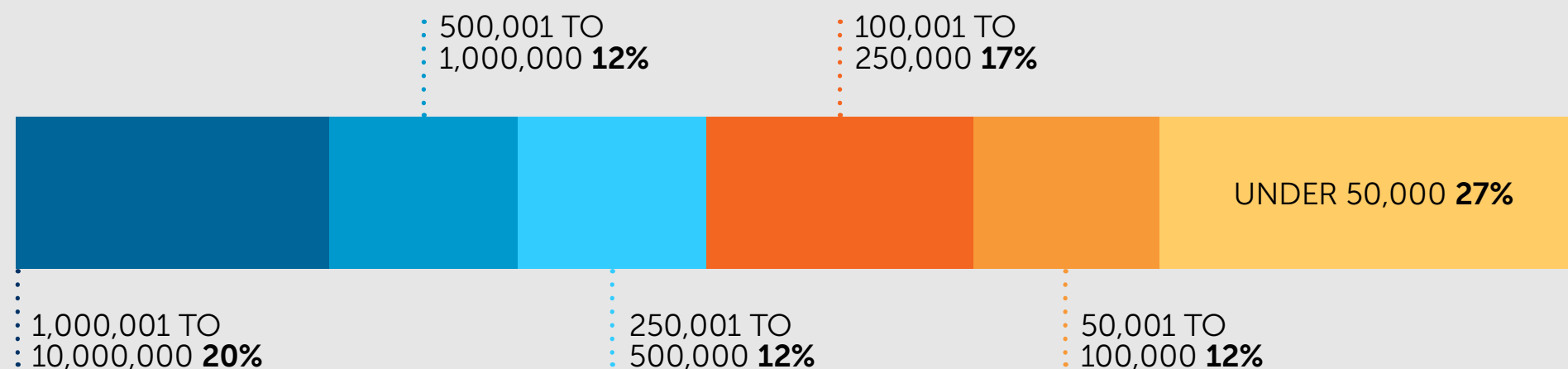
counties support

NEARLY **1,000** HOSPITALS
AND MORE THAN **1,500**
HEALTH DEPARTMENTS

ATTENDEE BY CATEGORY



COUNTY REPRESENTATION BY POPULATION



for more information:

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The NACo Annual Meeting & Exposition attracts over 2,500 county leaders – both elected and appointed – from across the country. Over 150 exhibitors participated in 2016 to introduce new products, services and programs that could offer cost-saving solutions sought after by our attendees. Don't miss the opportunity to be among the growing number of suppliers promoting solutions that counties use every day.



*counties fund
and oversee*

MORE THAN **104,000**
POLLING PLACES

If you offer products or services in the following areas, you will want to join us in Franklin County, Ohio:

- Apparel
- Awards/Recognition
- Computer Hardware/Software
- Construction
- Data Collection Services & Systems
- Education
- Election Equipment
- Emergency Management/Homeland Security
- Environment/Green Government
- Facility Management
- Financial Management/Investment Services
- Fleet Management
- Healthcare
- Human Resources/Training
- Insurance
- Library Management
- Office Supplies
- Parks and Recreation
- Payment Processing Systems
- Risk Management
- Telecommunications & Technology



PHOTO CREDIT: GRAHAM S. JONES



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2016 Exhibitors

Acivilate, Inc
Adapt Pharma
Aetna
Aiphone Corporation
All Traffic Solutions
Altmans Products
Amazon Web Services
America's Warrior Partnership
American Beverage Association
American City & County
American Legal Publishing Corp.
American Petroleum Institute
American Public University System
AmpliFund Public Sector
AT&T
Bang the Table
BBQ in the Park
Bobcat / Doosan
Broadband USA / U.S. Department of Commerce
Buildingeye
Bureau of Economic Analysis (BEA)
California Coast University
Canon USA, Inc.
Capital Group / American Funds
CaseWorthy, Inc
CGI Communications, Inc.
CGI Technologies and Solutions, Inc

CGL Management Group
Cintas Corporation
CivicPlus
CivicSource
Club Car
Colonial Life
Continuity Focus, Inc
Convenient Payments
CoreLogic
Corporation for National and Community Service
County Health Rankings & Roadmaps
County of Los Angeles Public Library
Customer Service Advantage, Inc.
CVS Caremark
CXT Concrete Buildings
DHS - Office of Emergency Communications
Diamond Road
DLR Group
Dominion Voting Systems Corporation
DRC Emergency Services
Drug Enforcement Administration
Eccovia Solutions
eCivis, Inc.
Election Systems & Software, Inc.
EMC Corporation

Emerald Data Solutions (BoardDocs)
Employers Support of the Guard and Reserve (ESGR)
Environmental Systems Research Institute, Inc. (ESRI)
FacilityDude
Ford Motor Company
Fuel Cell and Hydrogen Energy Association
GEO Care
Go Ape
GovDeals, Inc.
Govolution, LLC
GovPilot
GovPlanet
Graybar Electric Company, Inc
HD Supply
Hewlett Packard Enterprise
HGACBuy
HOK Architecture
The Home Depot
HUD Office of Policy Development and Research
iboss Cybersecurity
ICMA
iDocket.com
Image Access LP
immixGroup
Institute for Building Technology and Safety (IBTS)
International Association of Assessing Officers
Janssen Pharmaceuticals, Inc.
Johnson Controls, Inc.
JustFOIA by MCCI
Kaiser Permanente
Keep America Beautiful, Inc.
Laserfiche
Lenovo
LexisNexis
LexisNexis Payment Solutions
LightGuard Systems, Inc.

Linebarger Goggan Blair & Sampson, LLP
LiveStories
Local Search Association
LocalGovU
Mosquito Control Services, LLC
Multi-Bank Securities, Inc.
NAGDCA - National Association of Government Defined Contribution Administrators
National Association of Home Builders
National Fire Protection Association
National Institute of Corrections
National Institute of Standards & Technology (NIST)
National Joint Powers Alliance
Nationwide Retirement Solutions, Inc
NCIC Inmate Phone Service
Netsmart
NPPGov
Office of Justice Programs
OnBase by Hyland
OPAC Testing Software
OpenGov, Inc
OPEX Corporation
Optum
PetData, Inc.
PetHub
The PFM Group
Pictometry, an EagleView Company
PlanGrid
Premier, Inc
The Public Group
Public Health Accreditation Board
Public Risk Management Association
Qualtrics
QuickCaption, Inc

Regional Economic Models, Inc.
Renovate America - The HERO Program
Revize Government Websites
Ricoh Americas
ScanSource
Sharp Electronics Corporation
SmartDrive Systems, Inc
SmartProcure, Inc.
Socrata
SolSmart
Spatialest
Sturgis / PayPal
SunGard Public Sector
Symantec Corporation
TEEX - NERRTC
Teladoc, Inc
Texas Conference of Urban Counties
Thomson Reuters
TIPS - The Interlocal Purchasing System
TouchPay Holdings/GTL
Travelers
Tyler Technologies, Inc
U.S. Census Bureau
U.S. Communities
U.S. Department of Transportation - Pipeline and Hazardous Materials Safety Administration
U.S. EPA Local Governments Reimbursement Program
U.S. Fire Administration
USA Management
Vanir Construction Management, Inc.
Visa Inc
Vision
Walz Group
Wavetec/Alico Technologies
Workday

counties invest

**ALMOST \$10 BILLION
TO BUILD AND MAINTAIN
PARKS AND RECREATIONAL
FACILITIES**



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SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 2.

MEETING DATE: 3/14/2017

DEPARTMENT: CLERK OF THE BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR: Chase Graves

AGENDA ITEM PREPARER: Janet Slibsager

SBC DEPT FILE NUMBER: 119

SUBJECT:

CLERK OF THE BOARD - C. GRAVES

Approve the action minutes of the February 21, 2017 regular meeting.

SBC FILE NUMBER: 119

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:**STAFF RECOMMENDATION:**

Approve the action minutes of the February 21, 2017 regular meeting.

ADDITIONAL PERSONNEL:**ATTACHMENTS:**

Description	Upload Date	Type
Action Minutes from the February 21, 2017 Meeting	3/8/2017	Cover Memo



SAN BENITO COUNTY BOARD OF SUPERVISORS

CALL TO ORDER

The Board of Supervisors of San Benito County met in the Board Chambers on the 21st of February 2017 in regular session. Supervisors Anthony Botelho, Mark Medina, Robert Rivas, Jerry Muenzer and Chairman Jaime De La Cruz were present. Also present were County Administration Officer Ray Espinosa, Assistant County Counsel Barbara Thompson and Assistant Clerk of the Board Janet Slibsager.

The meeting was called to order at 9:01 a.m. by Chairman Jaime De La Cruz.

a. Pledge of Allegiance

Pledge of Allegiance to be led by Supervisor Robert Rivas, District #3.

The Pledge of Allegiance was led by Supervisor Robert Rivas, District #3.

b. Acknowledge Certificate of Posting

Certificate of Posting

MOTION:

Acknowledged Certificate of Posting: Made by **Supervisor Robert Rivas** and seconded by **Supervisor Jerry Muenzer**

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Medina, Muenzer, Rivas

c. **Presentations and Recognitions**

Watch Video

MOTION:

Approved Certificate of Recognition: Made by **Vice Chair Anthony Botelho** and seconded by **Supervisor Robert Rivas**

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Medina, Muenzer, Rivas

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

Supervisor Anthony Botelho presented the Certificate of Recognition to Judith Cain for her 20 years of service on the Behavioral Health Board. Behavioral Health Director Alan Yamamoto thanked Judi for her devotion and contribution to the Behavioral Health Board and said that he will miss her.

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.

Those speaking from the public were: Marty Richman, Hollister resident. He spoke in regards to the lawsuit threats in regards to violations to the disability act compliances of some local small businesses and his concerns.

Watch Video

e. Department Head Announcements: Information Only

County Administration Officer Ray Espinosa announced that there were some Department Head announcements from the following:

Resource Management Director Brent Barnes gave an update in regards to roads and bridges. Mr. Barnes announced there are a lot of trees down from the winds and a lot more localized flooding. He announced that San Felipe Road is closed North of 156 to Shore Road because of a concern of a small bridge and flooding.

Clerk/Auditor/Recorder Joe Paul Gonzalez was going to do a presentation in regards to the Teeter Plan Fund but Chairman Jaime De La Cruz asked if this could be agendaized for the next board meeting as a discussion item. Mr. Gonzalez said that he could present at the next meeting. The presentation will be mailed to the Supervisors prior to the meeting.

Management Analyst Louie Valdez from the CAO's office said that he wanted to point out that there was a technical issue with the agenda and explained what had happened through the Novus system.

Watch Video

f. Board Announcements: Information Only

Supervisor Anthony Botelho wanted to let the public know that their phones are open with any concerns that they may have like the recent road problems and flooding due to the storms and they will try to help the best that they can. He said that we are here to help.

Supervisor Botelho also reported that he received an email from the Regional Council of Counties (RCRC) in regards to the Governors proposed budget cuts for In Home Supportive Services (IHSS).

Chairman Jaime De La Cruz said that he would like to have staff put a Resolution on the agenda for

support of In Home Services in San Benito County and address RCRC's recommendations.

Watch Video

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.

Chairman Jaime De La Cruz asked if there were any items that any member of the Board wished to pull.

Supervisor Mark Medina asked to pull item #14 and #15.

Supervisor Jerry Muenzer asked to pull item #20.

Supervisor Anthony Botelho said that he wanted to abstain from item #21.

Chairman Jaime De La Cruz said that he was going to pull item #7 and #12.

Chairman De La Cruz asked if the public wished to pull any items. Seeing none the Chair asked for a motion to approve the remaining items on the consent agenda.

MOTION:

Motion: Made by **Supervisor Jerry Muenzer** and seconded by **Supervisor Robert Rivas**

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Medina, Muenzer, Rivas

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

Adopt Resolutions Approving Six Land Conservation Act Compatible Use Applications for Contract Numbers 01-03 (Doodlebug Ranches); 77-16 (Herbert); 70-828 (Krieger); 68-013 (Lone Ranch LLC); 73-19 (Manning Family Trust); and 89-08 (McFadden) and Six Division Applications for Contract Numbers 69-001 (Appel); 15-05 (Bayly/Wittman); 68-100 and 68-900 (Blackburn); 75-918 (Bletzer); 10-17 (Enz/Bowlus); and 78-14 (Swank).

SBC FILE NUMBER: 7

RESOLUTION NO: 2017-8, 2017-9; 2017-10; 2017-11; 2017-12; 2017-13; 2017-14; 2017-15; 2017-16; 2017-17; 2017-18; 2017-19

MOTION:

Adopted Resolutions 2017-8 through 2017-19 per staff recommendation:

Made by **Supervisor Jerry Muenzer** and seconded by **Supervisor Robert Rivas**

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Medina, Muenzer, Rivas

2. COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Approve Authorization to Receive Customer Information allowing PG&E information to be released to OpTerra for analysis of potential cost saving measures/improvements.

SBC FILE NUMBER: 119

MOTION:

Approved per staff
recommendation:

Made by Supervisor Jerry Muenzer and seconded by
Supervisor Robert Rivas

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Medina, Muenzer, Rivas

3. COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Request for approval of Supplemental Statement of Work presented by Avocette Technologies Professional Services in the amount of \$21,735.00 to complete the deployment of the Accela Civic Platform Best Practice Template at the Resource Management Agency - Planning Division.

SBC FILE NUMBER: 119

MOTION:

Approved per staff
recommendation:

Made by Supervisor Jerry Muenzer and seconded by
Supervisor Robert Rivas

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Medina, Muenzer, Rivas

4. COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Approved budget adjustments between Board of Supervisors & Clerk of the Board, and Treasurer & Tax Collector. BOS for \$15,000 from Clerk of the Board (Services & Supplies); Treasurer for \$20,000 from Tax Collector (Salaries and Benefits).

SBC FILE NUMBER: 865

MOTION:

Approved per staff
recommendation:

Made by Supervisor Jerry Muenzer and seconded by
Supervisor Robert Rivas

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Medina, Muenzer, Rivas

5. COUNTY CLERK/AUDITOR/RECORDER/ELECTIONS DEPT. - J. P.

GONZALEZ

Request that the San Benito County Board of Supervisors consider approval to reschedule shared Governing Board Elections with Monterey County from Odd-numbered to Even-numbered Years; adopt Resolution consolidating Multi-County School District Elections commencing with the 2018 General Election.

SBC FILE NUMBER: 285

RESOLUTION NO: 2017-20

MOTION:

Adopted Resolution No. 2017-20 per staff recommendation:

Made by **Supervisor Jerry Muenzer** and seconded by **Supervisor Robert Rivas**

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Medina, Muenzer, Rivas

6. COUNTY COUNSEL'S OFFICE - M. GRANGER

Approve contract with Barbara Thompson for employment as County Counsel and appoint Barbara Thompson as the San Benito County Counsel, effective upon the retirement of County Counsel Matthew Granger, pursuant to California Government Code § 27640, et. seq.

SBC FILE NUMBER: 119

MOTION:

Approved per staff recommendation:

Made by **Supervisor Jerry Muenzer** and seconded by **Supervisor Robert Rivas**

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Medina, Muenzer, Rivas

7. COUNTY COUNSEL'S OFFICE - M. GRANGER

Approve Amendment No. 1 with Colantuono, Highsmith & Whatley, PC for legal services in the litigation matter of Award Homes, Inc. v. County of San Benito, et. al., Case No. CU-15-00099.

SBC FILE NUMBER: 160

This item was pulled by Chairman De La Cruz with a question.

Assistant County Counsel Barbra Thompson provided information.

Watch Video

MOTION:

Approved per staff recommendation:

Made by **Chairman Jaime De La Cruz** and seconded by **Supervisor Jerry Muenzer**

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Medina, Muenzer, Rivas

8. **HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**

Approve Health and Human Services Agency, Public Health Services' Emergency Services Specialist out-of-state travel to the National Preparedness Summit, Atlanta Georgia, April 24-28, 2017.

SBC FILE NUMBER: 130

MOTION:

Approved per staff
recommendation:

Made by Supervisor Jerry Muenzer and seconded by
Supervisor Robert Rivas

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Medina, Muenzer, Rivas

9. **HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**

Approve contract amendment with Shared Vision Consultants to add Child Welfare Services System Improvement Plan update to the scope of services and increase the contract not to exceed amount by \$3,900 for a total of \$22,300.00.

SBC FILE NUMBER: 130

MOTION:

Approved per staff
recommendation:

Made by Supervisor Jerry Muenzer and seconded by
Supervisor Robert Rivas

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Medina, Muenzer, Rivas

10. **HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**

Approve contract between the California Workforce Association and the San Benito County Workforce Development Board for the development of the Local Workforce Development Plan, in the amount not to exceed \$15,000.00; and authorize the Director of HHSA to sign the contract.

SBC FILE NUMBER: 130

MOTION:

Approved per staff
recommendation:

Made by Supervisor Jerry Muenzer and seconded by
Supervisor Robert Rivas

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Medina, Muenzer, Rivas

11. **HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**

Approve the Addition of 3 full time Eligibility Worker positions, 1 full time Office Assistant and 6 Limited Term Eligibility Worker positions in Health & Human Services Agency.

SBC FILE NUMBER: 130

MOTION:

Approved per staff
recommendation:

Made by Supervisor Jerry Muenzer and seconded by
Supervisor Robert Rivas

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Medina, Muenzer, Rivas

12. HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD

Adopt Resolution approving and authorizing submission of the 2017 Parks Related Grant application through the California Department of Housing and Community Development (HCD).

SBC FILE NUMBER: 130

RESOLUTION NO: 2017-21

This item was pulled by Chairman Jaime De La Cruz with a question.

Health and Human Services Director James Rydingsword provided information.

Watch Video

MOTION:

Adopted Resolution No. 2017-21 per
staff recommendation:

Made by Chairman Jaime De La Cruz and seconded
by Vice Chair Anthony Botelho

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Medina, Muenzer, Rivas

13. HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD

Approve Contract with Seneca Family of Agencies for Resource Family Approval and associated services for the period of March 1, 2017 through June 30, 2018 not to exceed amount of \$209,418.00.

SBC FILE NUMBER: 130

MOTION:

Approved per staff
recommendation:

Made by Supervisor Jerry Muenzer and seconded by
Supervisor Robert Rivas

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Medina, Muenzer, Rivas

14. OFFICE OF EMERGENCY SERVICES - K. O'NEIL

Approve cost share amount not to exceed \$25,000 to participate in a joint fire department feasibility study with the Cities of San Juan Bautista and Hollister.

SBC FILE NUMBER: 75.5

This item was pulled by Supervisor Mark Medina with a question and concern of spending \$25,000.00 for fire services.
Discussion ensued by Board and staff.

Watch Video

MOTION:

Approved per staff
recommendation:

Made by Vice Chair Anthony Botelho and seconded by
Supervisor Robert Rivas

4 - 1

For (4):

Against (1):

Ayes: Botelho, De La Cruz, Muenzer, Rivas Nays: Medina

15. PROBATION DEPARTMENT - R. T. BARAAN

Authorize Probation Department to enter into a Contract with Gavilan Joint Community College District to provide the "Gavilan College Noncredit Program" in the San Benito County Jail and Community Transition Center and to approve budget augmentation for fiscal year 2016-17 in an amount not to exceed \$20,000.

SBC FILE NUMBER: 510

This item was pulled by Supervisor Mark Medina with a concern in the cost.

Chief Probation Officer Ted Baraan provided information.

Watch Video

MOTION:

Approved per staff
recommendation:

Made by Supervisor Robert Rivas and seconded by Supervisor
Jerry Muenzer

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Medina, Muenzer, Rivas

16. RESOURCE MANAGEMENT AGENCY - B. BARNES

- 1) Adopt an Ordinance Levying Special Taxes within County of San Benito Community Facilities District No. 2015-1 (Santana Ranch CFD); and
- 2) Authorize the Chair to sign the Ordinance.

SBC FILE NUMBER: 790

ORDINANCE NO: 955

MOTION:

Adopted Ordinance 955 per staff
recommendation:

Made by Supervisor Jerry Muenzer and seconded by
Supervisor Robert Rivas

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Medina, Muenzer, Rivas

17. RESOURCE MANAGEMENT AGENCY - B. BARNES

Adopt an Ordinance authorizing the implementation of a Community Choice Aggregation program in the County of San Benito.
SBC FILE NUMBER: 105
ORDINANCE NUMBER: 954

MOTION:

Adopted Ordinance 954 per staff recommendation:

Made by Supervisor Jerry Muenzer and seconded by Supervisor Robert Rivas

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Medina, Muenzer, Rivas

18. RESOURCE MANAGEMENT AGENCY - B. BARNES

Approve Memorandum of Understanding (MOU) between City of Hollister and San Benito County ("SBC") establishing the rights and responsibilities of the Parties for the recruitment, selection, employment, job duties, and supervision of the City of Hollister Housing Programs Coordinator; and authorizing reimbursement to the City for the costs relating to employment of a Housing Programs Coordinator.

SBC FILE NUMBER: 790

MOTION:

Approved per staff recommendation:

Made by Supervisor Jerry Muenzer and seconded by Supervisor Robert Rivas

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Medina, Muenzer, Rivas

19. RESOURCE MANAGEMENT AGENCY - B. BARNES

Approve Contract Amendment #2 with First Carbon Solutions for CEQA compliance Services for TSM 15-93/FAY in the amount of \$8,945.00 for a total contract amount of \$113,245.00.

SBC FILE NUMBER: 790

MOTION:

Approved per staff recommendation:

Made by Supervisor Jerry Muenzer and seconded by Supervisor Robert Rivas

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Medina, Muenzer, Rivas

20. RESOURCE MANAGEMENT AGENCY - B. BARNES

Approve the subordination of a County-issued second loan for 721 Colorado Way, a property restricted to purchase by a low-income household, to a refinanced first loan.

SBC FILE NUMBER: 790

This item was pulled by Supervisor Jerry Muenzer in regards to a typo on the dollar amount, wanted clarification.

Chairman Jaime De La Cruz also had a question.

Resource Management Director Brent Barnes provided information.

MOTION:

Approved per staff
recommendation:

Made by Chairman Jaime De La Cruz and seconded by
Supervisor Jerry Muenzer

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Medina, Muenzer, Rivas

21. RESOURCE MANAGEMENT AGENCY - B. BARNES

Approve and Adopt the Plans and Specifications for Emergency Pacheco
Creek Levee Repairs at Lover's Lane.

SBC FILE NUMBER: 750

This item was pulled by Supervisor Anthony Botelho, he asked to abstain from this item as he owns
property in that location.

MOTION:

Approved per staff
recommendation:

Made by Supervisor Jerry Muenzer and seconded by
Supervisor Robert Rivas

4 - 0

For (4):

Against (0):

Ayes: De La Cruz, Medina, Muenzer, Rivas

22. TREASURER-TAX COLLECTOR - M. L. ANDRADE

Approval to rescind sale of Assessment Parcel No. 011-030-006-000.

SBC FILE NUMBER: 685.2

Watch Video

MOTION:

Approved per staff
recommendation:

Made by Supervisor Jerry Muenzer and seconded by
Supervisor Robert Rivas

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Medina, Muenzer, Rivas

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.

23. OFFICE OF EMERGENCY SERVICES - K. O'NEILL

Kevin O'Neill will give an update on the state of flooding in San Benito County.

(1) Adopt Resolution Recognizing the Continuing Proclamation of a Local Emergency in San Benito County; (2) Ratifying Letting of Contracts to Remediate Local Emergency, (3) Confirming County Administrator's Authority to Enter Into Emergency Contracts Under Public Contracts Code 22050, (4) Finding that there is a Need to Continue Emergency Action Action; and (5) Finding Repair Work Exempt from CEQA As An Emergency Project. **(4/5**

vote required)

SBC FILE NUMBER: 75.5

RESOLUTION NO: 2017-22

Supervisor Anthony Botelho recused himself due to owning property in the area.

Office of Emergency Services Director Kevin O'Neill provided an update on the flooding. He said that the creek levels at Pacheco Creek rose drastically but nothing that we haven't seen before. He said that a voluntary evacuation order for the areas of Lovers Lane and San Felipe was ordered. Some of the roads that are closed due the storm are the entire Shore Road, Fairview from Hwy 156 all through Shore Road to Hwy 125, Frasier Lake Road. He said that they were able to fly the drone yesterday and found some cracks in the asphalt on the bridge on San Felipe Road. He thanked the City of Hollister for coming out and helping and bringing some signs. He said that the bridge will be closed indefinitely until able to repair. Some other road closures were San Juan Road, Anzar Road, Prescott and Rosa Marada. He also reported on the hazardous road conditions in different areas and some rescues that took place.

Mr. O'Neill reported on the emergency operation center taking place at Dunneville Store. He also spoke on the Resolution and Proclamation for the emergency in San Benito County. He spoke on the uninsured damage for property owners.

CAO Ray Espinosa announced that Kevin's office has done a fantastic job, he has been working long days, nights and weekends. He said that Louie Valdez from the Administration office has also been one of our front face persons.

Mr. O'Neill wanted to mention that Louie Valdez has been his right hand left hand man. He said that it has been a team effort from everyone: Jake from Public Works; Brent Barnes Resource Management Agency; Tracey Beltran from Health and Human Services. He said the County as a whole has been helping out. He said I wish we could do more, but we are doing our best.

Supervisor Jerry Muenzer thanked Kevin and said he appreciates everything that he has done and everyone that has worked hard on the flooding.

Chairman Jaime De La Cruz thanked Administration staff for reaching out to the Board of Supervisors and keeping them informed.

Those speaking from the public were: District Attorney Candice Hooper reported on the levels of the Pacheco Creek from last night to today. She also wanted to reinforce that Kevin has done a great job and that he has been very responsive and is doing everything that he can.

Marty Richman, Hollister resident, thanked the Office of Emergency Services and everyone that has supported them and all the people out there working. He said that it is obvious that they are doing a terrific job. He said that as a member of the community this is very heartening that the Office of the Emergency Services responded professionally along with the City of Hollister and everyone else.

Watch Video

MOTION:

Adopted Resolution No. 2017-22 per staff recommendation and the remainder of what was recommended by staff.

Made by **Supervisor Robert Rivas**
and seconded by **Supervisor Mark Medina**

4 - 0

For (4):

Against (0):

Ayes: De La Cruz, Medina, Muenzer, Rivas

24. BOARD OF SUPERVISORS

Approve donation from Valerie Egland of wood carving of San Benito County logo pursuant to the attached design.

SBC FILE NUMBER: 156

Chairman Jaime De La Cruz asked if there would be a commitment of dollars, space if we accept this donation.

Management Analyst Louie Valdez responded that he was not sure, the donation is for an item that would need to be displayed so what ever space that display would take up is what the Board would have to make arrangements for.

Supervisor Anthony Botelho said that Ms. Egland approached him asking if the County would be interested in having this art work of the County Seal in a wood carving displayed. He said she does great work and I think it would be an enhancement in our board room. He said that there is no financial commitment from us just a gift by one of our constituents.

Mr. Valdez provided additional information in regards to the policy of such donations and the County Seal.

Supervisor Botelho provided additional information in regards to Ms. Eglands donation.

Supervisor Jerry Muenzer said that he sees this as someone wanting to do an artist rendering of our seal. He said that he has no problem with this.

Chairman Jaime De La Cruz spoke in regards to legal issues in the future.

Supervisor Robert Rivas thanked Ms. Egland for stepping up and wanting to do something for our Board and our Community and the rendering of her design. He said it would be nice to spruce up this board room. He said that maybe we can work with the High School students in displaying some of their art work.

Supervisor Anthony Botelho said in his district art is a big deal and he said that this is a great opportunity.

Those speaking from the public were: Marty Richman, Hollister, resident, said that he was in

support of it. Would like to ask the Board to put a committee together for public art work for the future.

Watch Video

MOTION:

Approved per staff
recommendation:

Made by Vice Chair Anthony Botelho and seconded by
Supervisor Robert Rivas

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Medina, Muenzer, Rivas

25. COUNTY ADMINISTRATIVE OFFICE - R. ESPINOSA

Update on jail project construction funding. Receive update on Community Corrections Partnership (CCP)'s decision regarding debt service of County loan for construction costs. Grant approval for the Auditor to provide assurances to the State regarding funding and, as necessary, provide direction to staff.

Watch Video

County Administration Officer Ray Espinosa provided brief information on this item and then invited Ted Baraan the Chief Probation Officer to provide more information in regards to the meeting.

Mr. Ted Baraan said that the Community Corrections Partnership met and they voted in the event that the Board of Supervisors should take out a loan to cover the increase of the construction costs of the jail expansion per AB900 the Community Corrections Partnership would commit to the servicing of the loan in the amount of \$250,000 annually with AB109 funding.

CAO Ray Espinosa said that today there are looking for is a request that the Board ask Auditor Joe Paul Gonzalez send a letter of intent that we will finance and move forward with the project.

Supervisor Jerry Muenzer said that he attended the CCP meeting and wanted to thank the CCP Board for taking that step and also agreeing to put it in writing that we will work with County Counsel and have some kind of Memorandum of Understanding drawn up between the County and the Community Corrections Partnership Board.

Discussion ensued by Board and staff.

MOTION:

Approved per staff
recommendation:

Made by Supervisor Jerry Muenzer and seconded by
Supervisor Mark Medina

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Medina, Muenzer, Rivas

26. COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

County Administrative Officer, Ray Espinosa, will present the Year End Report for 2016 to Board.

Watch Video

County Administration Officer Ray Espinosa provided a PowerPoint Presentation of end of the Year accomplishments for 2016 and what some of the other offices do in the County.

Items covered were: Administration & Internal Services; Finance; Clerk of the Board; Human Resources; Office of Emergency Services; Departmental Accomplishments & Administrative Support; Resource Management Agency; County Counsel's Office; Behavioral Health Department; San Benito County Regional Department of Child Support Services; Tax Collector-Treasurer; Probation Department.

Mr. Espinosa said that there was a lot more accomplishments but just provided a brief list.

Supervisor Anthony Botelho said that he is happy in the direction that we are going and appreciates all the hard work that everyone continues to do.

Chairman Jaime De La Cruz said that he would like to echo Supervisor Botelho's comments. He said that he would like to see a user friendly website.

27. **RESOURCE MANAGEMENT AGENCY - B. BARNES**

Resource Management Agency (RMA) Approval of Organizational Structure and Deputy Director – Resource Management Agency Position.

SBC FILE NUMBER: 105

Watch Video

Resource Management Agency Director Brent Barnes provided information and a PowerPoint presentation on the Organizational Structure Chart for the future and the request for a Deputy Director for the Resource Management Agency.

Human Resource Director Georgia Cochran provided additional information. Ms. Cochran said there are 4 staff recommendation for the Board to consider today.

Discussion ensued by Board and staff.

Those speaking from the public were: Marty Richman, Hollister resident.

MOTION:

Approved Items 1-4, per staff recommendation:

Made by **Supervisor Jerry Muenzer** and seconded by **Supervisor Robert Rivas**

4 - 1

For (4):

Against (1):

Ayes: Botelho, De La Cruz, Muenzer, Rivas Nays: Medina

28. **BOARD OF SUPERVISORS**

Discuss possible appointee to represent the San Benito County Board of Supervisors on the Area Agency on Aging Committee. Receive appointment

from the Chair of the Board to the Area Agency on Aging Committee.
SBC FILE NUMBER: 1042

Watch Video

Chairman Jaime De La Cruz asked the Board who would like to serve on the Area Agency on Aging Committee with Supervisor Botelho.

Discussion ensued by Board.

After discussion Chairman Jaime De La Cruz said that he would do it, Supervisor Robert Rivas said that he could be an alternate.

29. **BOARD OF SUPERVISORS**

Create ad hoc committee for taxation.
SBC FILE NUMBER 156

Chairman Jaime De La Cruz appointed a Ad Hoc Committee for taxation consisting of Supervisor Mark Medina and Supervisor Anthony Botelho.

30. **BOARD OF SUPERVISORS**

Appoint members to the Ad Hoc Advisory Committee for the Regional Agency (RA).
SBC FILE NUMBER: 156.

Chairman Jaime De La Cruz appointed two Board members to the Regional Agency consisting of Supervisor Jerry Muenzer and Supervisor Anthony Botelho.

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

Presentation by the San Benito County Chamber of Commerce in regards to status update since June 2016.
SBC FILE NUMBER: 119

Watch Video

Received PowerPoint presentation from Juli Vieira of the San Benito County Chamber of Commerce on how they have used the FY 2016/2017 funds allocated by the Board of Supervisors to date. It also included current projects that the Chamber has completed, along with current ones and future planning. Ms. Vieira spoke in regards to San Benito County Tourism and provided the Board of Supervisors with a packet for their viewing.

Supervisor Anthony Botelho thanked Ms. Vieira for doing an outstanding job and for her leadership.

Supervisor Jerry Muenzer also thanked Ms. Vieira for doing a great job in promoting San Benito County.

Supervisor Robert Rivas also extended a thank you.

Ms. Vieira said it is a team effort.

Those speaking from the public were: Marty Richman, Hollister resident, said he is a member of the Chamber and also wanted to say that Juli has done a fantastic job on very little money.

32. COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Presentation by AT&T regarding proposed broadband infrastructure build out plans for San Benito County under the Connect America Fund as part of comprehensive reforms adopted by the Federal Communications Commission.

SBC FILE NUMBER: 119

Watch Video

Marc Blakeman, Vice-President of A T & T provided a PowerPoint presentation regarding the proposed broadband infrastructure build out plans for San Benito County under the Connect America Fund as part of comprehensive reforms adopted by the Federal Communications Commission.

Questions from Board to Mr. Blakeman.

Information presentation only.

The Board adjourned at 11:59 a.m. for lunch.

The Board reconvened at 1:30 p.m. for the rest of the meeting.

33. (This item will be heard by the Board at 1:30 P.M.)

COUNTY ADMINISTRATIVE OFFICE- R. ESPINOSA

Presentation of San Benito County Library Needs Assessment by Dana Braccia, Vice President of Library Services, Library Systems Services Incorporated.

Watch Video

Management Analyst Louie Valdez provided an overview and introduced Dana Braccia, Vice-President of the Library Systems Services who will give a PowerPoint presentation in regards to the results of the needs assessment for the San Benito County Free Library.

Ms. Braccia introduced Barbara Howison, Regional Director of the Riverside County Library she said she was very instrumental in helping put this report together. She also acknowledged Nora Conte and her team.

Items covered were: Project Leaders; Methodology; Today's Presentation: Executive Summary; High Level Findings; High Level Community Overview; Graphics by Age; Overview of Income Level; Current Library Services; Patron Household Activity Checkout Volume; Card Holders; For every 100 people entering library doors; Public Survey; What would you like to see more a the Library; What would you like to change; IT Assessment; High Level Overview; Sample Recommendation Overview; Develop Technology Plan; Library Facility; Pictures; General Facility Maintenance; Design Thinking for Libraries; General Envirosell Findings; Sample Recommendation Overview; Library Bookmobile; Collection Management; Bring e-content; E in the Stacks; Tel Center; Technology Education and Library Center (Tel) Facility Plan; Sample Space Descriptions; Estimated Construction Costs; Parallel Tracks.

Supervisor Anthony Botelho, Supervisor Jerry Muenzer and Supervisor Mark Medina had questions for Ms. Braccia.

Management Analyst Louie Valdez provided additional information.

Supervisor Robert Rivas said that this is a vision and appreciates it. He appreciates staff and the consultant. He said this is what I want in my community and what we need in San Benito County. We need to try and best utilize our current Library for public use. He said that we can use this report as a starting point.

Ms. Braccia thanked Nora and the Library staff and members of the Community who met with them to share their insights and feedback. She said that we enjoyed getting to know the community.

Those speaking from the public were: Judi Johnson, Secretary of Friends of the Library; Betty Mason, Retired Librarian; Ruth Erickson, Friends of the Library; Mary Schneider, Vice-President Friends of the Library; Marty Richman, Hollister resident; Sara Frias, Hollister resident. Melissa Dutton, Friends of the Library, had to leave early and left a copy of her statement for the Board to review.

Discussion ensued by Board and staff.

The consensus of the Board was this needs to go back to the Intergovernmental Committee for further discussion and the Ad Hoc committee will continue to meet and discuss.

Assistant County Counsel Barbara Thompson read the closed session Item #34 into the record. Chairman Jaime De La Cruz asked if there was public comment on the closed session item. There being none the Board adjourned into closed session at 2:51 p.m.

County Counsel reported out of closed session at 3:36 p.m.

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.)

34. **CLOSED SESSION - CONFERENCE WITH LABOR NEGOTIATORS**

Agency designated representatives: Allyson Hauck, Ray Espinosa, Joe Paul Gonzalez, Melinda Casillas, Georgia Cochran, Steve Coffee

Employee Organizations:

Institutions Association

Law Enforcement Management

Management Employees' Group

SEIU Local 521 (General Unit Employees)

SEIU Local 2015 (IHSS)

Deputy Sheriff's Association

Confidential

Confidential Management

Appointed Department Heads

Unrepresented Employees

SBC FILE NUMBER: 235.6

No reportable action.

ADJOURNMENT

MOTION:

The Board adjourned at 3:39 p.m. to next meeting of March 14, 2017 regular meeting:

Made by **Supervisor Mark Medina** and seconded by **Supervisor Jerry Muenzer**

5 - 0

For (5):

Against (0):

Ayes: Botelho, De La Cruz, Medina, Muenzer, Rivas

Adjourn to the next regular meeting of Tuesday, March 14, 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

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 3.

MEETING DATE: 3/14/2017

DEPARTMENT: COUNTY ADMINISTRATION OFFICE

DEPT HEAD/DIRECTOR: Ray Espinosa

AGENDA ITEM PREPARER: Louie Valdez

SBC DEPT FILE NUMBER:

SUBJECT:

COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Request for approval of Amendment to the Supplemental Statement of Work presented by Carahsoft/Avocette Technologies Professional Services including an additional amount of \$1,890.14 to complete the deployment of the Accela Civic Platform Best Practice Template at the Resource Management Agency - Planning Division.
SBC FILE NUMBER: 119

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Staff is requesting that the Board approved the attached Amendment to the work plan submitted to the Board on February 21, 2017 to complete the final implementation and configuration of outstanding items not included in the original integration of the Accela Civic Platform Best Practice Template at the Resource Management Agency Planning Division.

The additional fee of \$1,890.14 is the standard Government Services. Administration (GSA) mark-up charged by Avocette (the primary Accela Software Vendor) for processing of this work order

with Carahsoft Technologies (the Third Party Software Programmer).

It should be noted that the Supplemental Scope of Work Agreement and Invoices now have both Carahsoft and Avocette as listed vendors. This change will have no effect whatsoever on the quoted final price or upon the terms and conditions of the agreement as there has been no substantive change in the language or content of the agreements.

The project timeline for completion of the work is approximately twelve (12) weeks.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

\$21,735

STAFF RECOMMENDATION:

Approve Supplemental Statement of Work presented by Carahsoft/Avocette Technologies Professional Services in the amount of \$1,890.14 and authorize Chair to sign Supplemental Statement of work.

ADDITIONAL PERSONNEL:

BOARD ACTION RESULTS:

Approved per staff recommendation. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
Updated quote \$1,890.00	3/7/2017	Backup Material
Updated quote \$21,735.00	3/7/2017	Backup Material
SBC SOW Carahsoft Avocette	3/7/2017	Backup Material

Government Price Quotation



Avocette at Carahsoft

1860 MICHAEL FARADAY DRIVE | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



TO: Linda McElroy
Administrative Services Director
San Benito County
3224 Southside Td.
Hollister, CA 95023

FROM: Alex Stanton
Avocette at Carahsoft
1860 Michael Faraday Drive
Suite 100
Reston, Virginia 20190

EMAIL: Lmcelroy@cosb.us

EMAIL: Alex.Stanton@carahsoft.com

PHONE: (831) 207-6004 **FAX:**

PHONE: (703) 871-8522 **FAX:** (703) 871-8505

TERMS: FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
Sales Tax May Apply

QUOTE NO: 9106885
QUOTE DATE: 03/02/2017
QUOTE EXPIRES: 03/10/2017
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$1,890.14

TOTAL QUOTE: \$1,890.14

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	SBDIFF-PROSERV	Avocette Consulting Price Difference Carahsoft Technology Corporation - SBDIFF-PROSERV		\$1,890.14 -	1	\$1,890.14
SUBTOTAL:						\$1,890.14
TOTAL PRICE:						\$1,890.14
TOTAL QUOTE:						\$1,890.14

Government Price Quotation



Avocette at Carahsoft

1860 MICHAEL FARADAY DRIVE | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



TO: Linda McElroy
Aministrative Services Director
San Benito County
3224 Southside Td.
Hollister, CA 95023

FROM: Alex Stanton
Avocette at Carahsoft
1860 Michael Faraday Drive
Suite 100
Reston, Virginia 20190

EMAIL: Lmcelroy@cosb.us

EMAIL: Alex.Stanton@carahsoft.com

PHONE: (831) 207-6004 **FAX:**

PHONE: (703) 871-8522 **FAX:** (703) 871-8505

TERMS: GSA Schedule No: GS-35F-0119Y
Term: December 20, 2011 - June 17, 2017
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
Business Size: Small
Sales Tax May Apply

QUOTE NO: 9079832
QUOTE DATE: 02/23/2017
QUOTE EXPIRES: 03/10/2017
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$21,735.00

TOTAL QUOTE: \$21,735.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
AVOCETTE SERVICES						
1	CON-PM	Project Manager (Per Hour) Acocette Professional Services- Reference SOW Carahsoft Technology Corporation - CON-PM		\$135.00	161	\$21,735.00
SUBTOTAL:						\$21,735.00
TOTAL PRICE:						\$21,735.00
TOTAL QUOTE:						\$21,735.00

SAN BENITO COUNTY

Statement of Work

Date: February 23, 2017



Response contact:

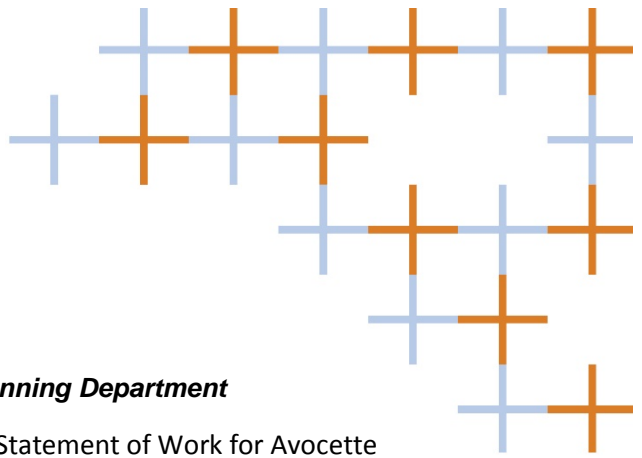
Name: Alex Stanton
Title: Senior Account Manager
Company: Carahsoft Technology Corp.
Address: 1860 Michael Faraday Drive,
Suite 100
Reston, VA 20190

P: (703) 871-8500
F: (703) 871-8505
E: alex.stanton@carahsoft.com

Prepared for:

Name: Louie Valdez
Title: Management Analyst III
Company: San Benito County
Address: 481 Fourth Street
Hollister, CA 95023

V: 831-636-4000 ext.18
F: 831-636-4010
E: lvaldez@cosb.us



Attn: San Benito County - Administrative Services & Planning Department

Please find enclosed Carahsoft Technology's Supplemental Statement of Work for Avocette Technologies Professional Services

The quotation is related to the final implementation and configuration of outstanding items not included in the integration of Accela Civic Platform Best Practice Template. We are eager to assist you in bringing this project to completion in a timely manner.

As of February 10th, 2017 the initial install of Accela Civic Platform is 75% to completion with significant gaps in agency self-directed online training (40% of modules completed) fee configuration setup (20% completed) and Citizen Access Portal configuration updates (20% completed). I am confident with renewed focus on the project and dedication of your agency resources we can be fully deployed within 120 days (by the end of June) from submission of this quote.

We will execute the balance of the work on a straight Time & Materials basis at the preferred rate of \$135/per hour for the full range of our Professional Services. The scope of this quotation pertains to the implementation of outstanding Fee Updates (65) and the Fee Updates that require Automation (7) as well as, configuration of an interface with the County's Finance & Admin software (New World).

Additionally, completion of the final phase(s) of the implementation will require a dedicated Avocette Project Manager for oversight and coordination of resources. Lastly, I have incorporated 4 days of Avocette Instructor-Led Webex Training for Administrators and End-Users of the system to ensure Knowledge Transfer and Adoption of the platform to empower your staff while fully leveraging the technology to drive overall efficiency and citizen engagement.

I appreciate your consideration, and look forward to working with the County towards successful deployment of the Accela Civic Platform.

Sincerely,

Gerard McMahon

Business Development Lead

+ office 604.395.6000 ext.241

+ mobile 604.505-3380





Deliverable 1: Implementation of 65 Additional Fees & 7 Fee Updates with Automation

Avocette will configure sixty five (65) total outstanding fee items that were not inclusive of the Best Practice Templates during initial phase of implementation. Avocette will configure all fee items using the inherent fee formulas in the Civic Platform. Advanced fee item setup of seven (7) updates with automation of fee calculation using the advanced scripting.

In terms of specific output, the following will be executed for this deliverable:

Avocette Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Configure sixty five (65) new fee items, using Agency unique fee descriptions
- Automation of seven (7) fee updates with associated fee formulas & calculations
- Verify the new fee items configured in environment, based on Agency feedback.

Agency Responsibilities:

- Provide timely and appropriate responses to Avocette's requests for information.
- Arrange for the availability of appropriate Agency staff to read through the Accela Best Practice Template Datasheet documents.
- Agency staff must provide a list of the new fee items (up to 65 items) to Avocette, which include fee description, the fee value amount, should the fee item be automatically invoiced or assessed, which record type(s) the fee item is associated to, and will the fee item be displayed in Citizen Access based on Avocette and San Benito's agreed upon project plan timeline
- Agency staff must review and test all fee items configuration and provide feedback to Avocette based on the agreed upon project plan timeline
 - *Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request*

Acceptance Criteria:

- Confirmation of configured fee items by logging into Civic Platform with valid credentials.



Deliverable 2: Interface Configuration of New World Financial & Accela Civic Platform

For this interface, the Avocette technical lead will work together with County's technical lead and/or business leads to document functional requirements and technical specifications to draft an Interface Specifications Document. Interface development begins upon written approval of the specifications. It is expected that this interface will use a batch engine that extracts data from the Accela Platform and creates a flat file for consumption by the New World system. The importation of the flat file into New World will be the responsibility of the agency. No custom or third party integration tool will be used to accomplish input or output of data to/from the Accela system. In other words, data coming into Accela and data coming from Accela will use the existing integration technology.

San Benito's responsibilities include obtaining permission for level/type of integration from appropriate application owners (including on premises or cloud/hosted, etc.). The County will also ensure Avocette resources have access to a Development or Test version of the 3rd party system for interface development and unit testing if required. The interface will be developed against 1 (one), agreed upon version of the 3rd party system. Avocette will conduct Analysis and Development for the system to be interfaced with Accela within the scope of this implementation.

2.1 Interface Analysis

In order to determine the County requirements for the New World interface, an analysis session will be conducted as a part of this deliverable. The findings will then be documented in the Interface Specifications Document(s) for use by Avocette in building the interface code. The implementation of the interface is dependent on the assistance of the County's staff, specifically, interface analysis, data mapping, and data manipulation as required in the source system.

In terms of specific output, the following will be executed for this deliverable:

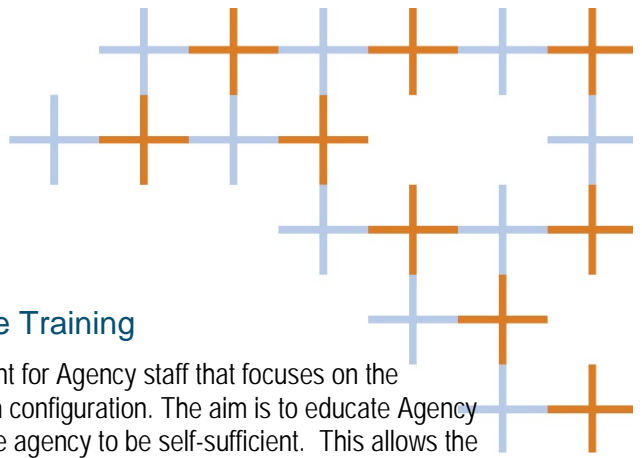
- Interface Specification Document(s)
- Data extract batch job and associated flat file based on the agency approved specification

Avocette Responsibilities:

- Provide timely and appropriate responses to the San Benito's request for information
- Conduct Interface Analysis sessions
- Work with the County staff to develop interface specifications document
- Create and unit test the batch job and file creation

Agency Responsibilities:

- Provide timely and appropriate responses to Avocette's request for information
- Provide system and access to individuals to provide required details of system interface
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Work with Third Party Data Sources to determine best methods of interfacing to Accela system.



Deliverable 3: Civic Platform Webex Administrative Training

Avocette will provide instructor lead training via WebEx engagement for Agency staff that focuses on the administration, maintenance and augmentation of its Civic Platform configuration. The aim is to educate Agency resources on aspects of the Civic Platform in an effort to enable the agency to be self-sufficient. This allows the Agency to best react to changing requirements and ongoing maintenance, which can allow the Agency to be reactive and significantly reduce system maintenance costs over time.

Note: If the Agency would like additional onsite training, the Avocette team can scope the level of effort as a separate deliverable item and may result in a Change Order request.

In terms of specific output, the following will be executed for this deliverable:

- Access to Accela Success Community online training content
- Instructor lead Civic Platform Administrative Training via WebEx engagement

Avocette Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Provide Agency the Accela Success Community website, provide instruction on how to register and login, along with how to search for and find the online training content.
- Coordinate with Agency and schedule the appropriate day/time to deliver the Civic Platform Administrative Training
- Provide Agency the WebEx engagement information for the Civic Platform Administrative training
- Conduct 2 days of instructor led WebEx Administrative training

Agency Responsibilities:

- Provide timely and appropriate responses to Avocette requests for information.
- Provide the Accela Success Community website to the staff users who will require the online training content.
- Ensure that users are proficient in using PC's as a prerequisite before accessing the online training content.
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course.
- Ensure that users have appropriate hardware/software for successfully viewing online video content.
- Ensure that users have successfully completed the recommended online course content prior to the instructor led session..
- Schedule appropriate Agency staff participants and meeting locations for training activities.

Acceptance Criteria:

- Access Accela Success Community online training
- Deliver the Civic Platform Administrative Training



Deliverable 4: Civic Platform Daily End User Webex Training

Avocette will provide instructor lead training via WebEx engagement for Agency staff that focuses on the daily end user activities, such as basic software navigation, record creation and updates dedicated to Land Management (Permitting/Code Enforcement) workflow progression, fee invoicing, processing payments, scheduling and resulting inspections.

Additionally, Avocette will provide instructor lead training via Webex dedicated to Licensing processes and workflow. The aim is to educate the County's team on how to successfully process a record (permit, license or work order). Avocette will focus the training on what the Agency normally does operationally, the services that take up the majority of the Agency staff time. Avocette will work with the Agency to identify 2-4 record types that will be covered in trainings.

Note: If the Agency would like additional onsite training, the Avocette team can scope the level of effort as a separate deliverable item and may result in a Change Order request.

In terms of specific output, the following will be executed for this deliverable:

- Access to Accela Success Community online training content
- 2 days of Instructor lead Civic Platform Land Management Daily End User Training via WebEx engagement
- Avocette will focus training content on the 2 – 4 record processes selected.

Avocette Responsibilities:

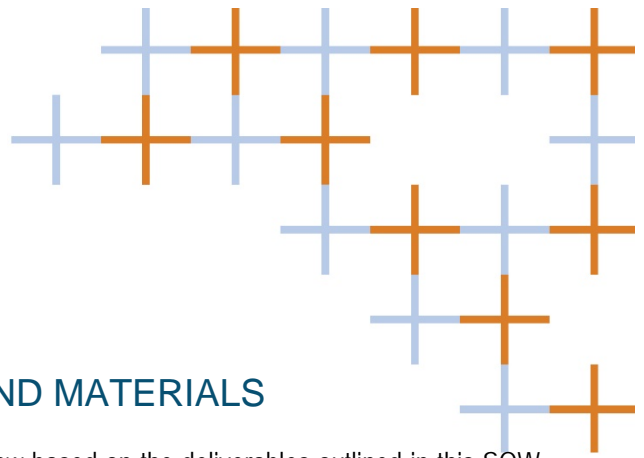
- Provide timely and appropriate responses to Agency's requests for information.
- Provide Agency the Accela Success Community website, provide instruction on how to register and login, along with how to search for and find the online training content.
- Coordinate with Agency and schedule the appropriate day/time to deliver the Civic Platform Daily End User Training content outlined in the provided agenda.
- Provide Civic Platform Daily End User Training Agenda training content and focus on the 2 – 4 record mutually agreed upon.
- Provide Agency the WebEx engagement information for the Civic Platform Daily End User training.

Agency Responsibilities:

- Provide timely and appropriate responses to Avocette requests for information.
- Provide the Accela Success Community website to the staff users who will require the online training content.
- Identify and provide specific Agency procedural details on 2 – 4 record processes in which Avocette will teach for the instructor lead training session.
- Ensure that users have appropriate hardware/software for successfully viewing online video content.
- Ensure that users are successfully reading and completing the recommended online course content throughout project implementation.
- Schedule appropriate Agency staff participants and meeting locations for training activities.

Acceptance Criteria:

- Access Accela Success Community online training
- Deliver the Civic Platform Daily End User Training



COST SCHEDULE – HOURLY TIME AND MATERIALS

Carahsoft Technology and Avocette will perform the Services below based on the deliverables outlined in this SOW on an hourly time and materials basis (\$135 per hour). Based on the description of the services we are providing a budget/planning estimate for the County as detailed below.

Carahsoft Technology will invoice the customer every 30 days after the signing of the SOW, based on time and materials executed and accepted by San Benito County. Invoices are due net 30 of the invoice date. Customer will provide a purchase order referencing the Carahsoft Schedule 70 GSA contract number and the cost included in this SOW.

Cost Schedule	Price
Configuration of 65 Fee Updates (22 Hours Allocated)	
Configuration of 7 Fee Automations (21 Hours Allocated)	
Interface of New World Financial (48 Hours Allocated)	
Admin & End-User Training via Webex (40 Hours)	
Project Management (30 Hours Allocated)	
TOTAL QUOTED HOURS: 161 @ \$135/PER HOUR	\$21,735.00

CHANGE TO AGREED TO SCOPE

The estimate above is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. Should there be changes to the scope, timeline or resources that increases the estimated hours needed to complete the project, a Change Order may be issued to document the increase in scope or costs. Carahsoft and Avocette will endeavor not to exceed the total estimate and will provide regular project budget reports to the County.

CHANGE TO AGREED TO SCOPE

The estimate above is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. Should there be changes to the scope, timeline or resources that increases the estimated hours needed to complete the project, a Change Order may be issued to document the increase in scope or costs. Carahsoft and Avocette will endeavor not to exceed the total estimate and will provide regular project budget reports to the County.

Services Description

Purpose

The purpose of this document is to detail the specific activities, deliverables, roles and responsibilities, and acceptance criteria that comprise San Benito County's requested implementation resources detailed herein. Avocette will provide professional services to fulfill the County's technical criteria.

PROJECT TIMELINE

The term of this project is 12 Weeks

Upon execution of this SOW, the parties will collaborate to determine a start date for Services to be rendered. Upon initiation of these Services, the assigned resources will work with the Agency to collaboratively define a high level, baseline project schedule. Avocette will use the baseline project schedule to plan and schedule resource availability in order to complete the defined scope.

Given the fact that project schedules are working documents that change over the course of the project, Carahsoft and Avocette will work closely with Agency to update, monitor, agree, and communicate any modifications. Changes to the baseline project schedule may result in a change in resource availability.

PROJECT MANAGEMENT

A dedicated project manager will be assigned by Avocette to provide oversight, expedite delivery, and coordinate resources to complete the project in the most efficient/effective means possible. The Project Manager will interact with Agency, Carahsoft & Avocette personnel on a weekly basis (approximately 2.5hrs/per week) for the 12 week duration of the work outlined in this SOW up to 30 hours.

Acceptance:

Accepted By:

Accepted By:

Carahsoft Technology Corp.

San Benito County

Authorized Signature

Authorized Signature

Name - Type or Print

Name - Type or Print

Title

Title

Date

Date



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 4.

MEETING DATE: 3/14/2017

DEPARTMENT: COUNTY ADMINISTRATION OFFICE

DEPT HEAD/DIRECTOR: Ray Espinosa

AGENDA ITEM PREPARER: Louie Valdez

SBC DEPT FILE NUMBER: 119

SUBJECT:

COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Request approval of Accela Civic Platform Subscription User Annual User Fee Renewal - 12 Months (1st Renewal Term) Start Date: 05/23/2017 - End Date: 05/22/2018.

SBC FILE NUMBER: 119

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Upon initiation of the Accela Supplemental Scope of Work Project, County Administration was advised that the renewal date for the software licenses required to operate the Accela Program was about to expire in March of 2017.

The total amount of the requested expense (currently not specifically budgeted in the RMA Planning Budget) is \$43,633.85.

It is respectfully requested that the Board approval the renewal of the Accela licenses as request for a period of one year and that a total of 17 licenses be renewed.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description

Accela Civic Platform Quote

RMA Accela Budget Report

Upload Date

3/7/2017

3/7/2017

Type

Backup Material

Backup Material

GOVERNMENT - PRICE QUOTATION



ACCELA GOVERNMENT AT CARAHSOFT

carahsoft®

1860 MICHAEL FARADAY DRIVE | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM

TO: Linda McElroy
Administrative Services Director
San Benito County
3224 Southside Td.
Hollister, CA 95023

FROM: Alex Stanton
Carahsoft Technology Corp.
1860 Michael Faraday Drive
Reston, Virginia 20190

EMAIL: Lmcelroy@cosb.us

EMAIL: Alex.Stanton@carahsoft.com

PHONE: (831) 207-6004 **FAX:**

PHONE: (703) 871-8522 **FAX:** (703) 871-8505

TERMS: GSA Schedule No: GS-35F-0119Y
Term: December 20, 2011 - June 17, 2017
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
Business Size: Small
Sales Tax May Apply

QUOTE NO: 9068480
QUOTE DATE: 02/21/2017
QUOTE EXPIRES: 03/31/2017
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$43,633.85

TOTAL QUOTE: \$43,633.85

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
ACCELA SUBSCRIPTION RENEWAL						
3	SS10APFMSAS0001-R1	Accela Civic Platform - Subscription User Annual User Fee Renewal - 12 Months (1st Renewal Term) Start Date: 05/23/2017 End Date: 05/22/2018		\$2,465.05 GSA	17	\$41,905.85
4	SS10ACAPOP0001-R1	Accela Citizen Access - Subscription population Renewal - 12 Months (1st Renewal Term) Start Date: 05/23/2017 End Date: 05/22/2018		\$0.03 GSA	57600	\$1,728.00
SUBTOTAL:						\$43,633.85
TOTAL PRICE:						\$43,633.85
TOTAL QUOTE:						\$43,633.85

Purchase order must reference the Carahsoft GSA Schedule number and attached Accela Terms
Subscription Fees will be billed and due upon signing
Start Date: 05/23/2017
End Date: 05/22/2018

Accela End User Subscription Terms and Conditions (Accela Civic Platform, Accela Citizen Access Subscription)

As used herein, "Accela" refers to Accela, Inc., the owner of the Subscriptions Services. "Customer" or "End User" refers to the entity that executes a sales order with Reseller, Carahsoft Technology Group, for Accela Subscription Services. By installing or using the licensed software from Accela, Inc., the End User ("Customer") is agreeing to be bound by the Accela End User Subscription Terms and Conditions. The Accela software products ("Software") are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Software and grants to Customer a limited, nonexclusive, nontransferable license to use the Software, up to the limitations determined by the license purchased, subject to the following terms and conditions:

1. Customer's subscription term commences on the date Accela provides appropriate access credentials to Customer's designated technical contact, indicating that the application services identified in the Order ("Subscribed Services") are available for Customer's subscription use. Said date is Customer's "Service Date" for purposes of designating the start of any subscription term. Subscription terms are twelve (12) calendar months in duration. The Subscribed Services are non-refundable, except as otherwise specifically-provided herein.
2. Accela retains full ownership in the Subscribed Services and grants to Customer a limited, nonexclusive, nontransferable right to use the Subscribed Services, subject to the following terms and conditions: a) The Subscribed Services are provided for use only by Customer employees and to the extent of their duties for Customer, Customer's agents, contractors and officials; b) Customer shall issue each authorized user a unique user identification code to enable such authorized user to access the Service as permitted hereunder and user identification codes shall not be shared, rotated, or issued on a concurrent-usage basis; c) Customer may not make any form of derivative work from the Subscribed Services; d) Customer may not obscure, alter, or remove any confidentiality or remove or modify any copyright, trademark, or other proprietary notices; e) Customer may use the Subscribed Services only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, lend, or share any of its rights hereunder or duplicate, copy, reproduce or publish the Map Images other than for Customer's internal business purposes; f) Customer is responsible for all activities conducted using its user credentials and for its users' compliance with the provisions of these Terms and shall report to Accela any actual or suspected violations of these Terms; g) use the Map Images for other than through the Website and Service; and h) All rights not expressly granted to Customer are retained by Accela. Accela will make the Subscribed Services available to Customer pursuant to these Terms during a subscription term. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Accela regarding future functionality or features. Accela has no obligation for any claim based upon a modified version of the Subscribed Services, where such modifications were not made or authorized by Accela, or the combination or operation of the Subscribed Services with any product, data, or apparatus not provided by Accela.
3. The Subscribed Services will be hosted by Accela on Accela-owned equipment at a physically-secure commercial third-party hosting facility. Accela will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Subscribed Services. Accela will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Subscribed Services. Accela will endeavor to provide Customer with no less than twenty-four (24) hours' notice prior to Subscribed Services unavailability due to planned maintenance (other than during Accela's standard maintenance window between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday Pacific time); Accela will endeavor to provide as much notice as is practicable under the circumstances for updates and fixes which may be applied on a more urgent basis. Accela will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.

4. Excluding the foregoing events, Accela warrants that the Subscribed Services will be available no less than ninety-nine point nine percent (99.9%) of each calendar month during live production. For each month during which the availability of the Subscribed Services does not achieve the established standard, Accela will provide a credit to Customer's account as calculated pursuant to Section 12 below, provided that the substandard availability is timely identified by Customer in writing and can be objectively verified. Credits accumulated pursuant to this Section may be applied to additional Accela products and/or services, but will not be refunded to Customer.

5. The performance requirements for the Subscribed Services, excluding planned maintenance downtime, are below and apply to live-production environments. Uptime is calculated on a calendar month basis as $U = O / (M - P) * 100$, where U is Uptime, O is the amount of operational uptime for the Subscribed Services during a given month, M is the number of minutes in the month, and P is the number of minutes of planned downtime during the month. Credits are calculated on pro-rated monthly fees.

Uptime	Credit
≥99.9%	None
<99.9% but ≥99.0%	15%
<99.0% but ≥95.0%	35%
<95.0%	100%

6. In support of the Subscribed Services, Accela will provide Customer with a) a telephone number to contact the Customer Resource Center (CRC), Accela's live technical support facility, which is available from 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding Accela's observed holidays; b) one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which Accela will address during its regular business hours; and c) access to archived software updates and other technical information in Accela's online support databases, which are continuously available. Where support is needed to address non-functioning or seriously impaired Services and there is no reasonable workaround available, Accela will promptly respond to the support request and use commercially reasonable efforts to provide updates toward resolution of the issue.

7. The following are not covered by these Terms and Conditions, but may be separately available at rates and on terms which may vary from those described herein: a) Services required due to misuse of the Subscribed Services; b) Services required by Customer to be performed by Accela outside of Accela's usual working hours; c) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela; or d) Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment.

8. Customer warrants that it owns or has been authorized to provide the data to Accela. Customer retains full ownership of said data and grants to Accela a limited, nonexclusive, nontransferable license to use said data only to perform Accela's obligations in accordance with these Terms. Throughout the term of the agreement, upon the request of Customer, Accela will provide Customer with: (i) a copy of its data in a database dump file not more than once per calendar quarter, (ii) an APO property conversion upload, not more than twice per annual term, and (iii) a Crystal Report placement not more than ten (10) times per annual term. Within thirty (30) calendar days following the end of its final Subscribed Services term ("End of Term"), Customer may request that Accela provide a complete copy of Customer's data and associated documents, as updated or modified by Customer's use of the Subscribed Services, in a database dump file format. Accela will comply in a timely manner with such request, provided that Customer a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; and b) pays any and all unpaid amounts due to Accela. Subject to the limitations above, Customer may authorize access to the Subscribed Services by creating unique user names and passwords ("Logins") up to the number of users indicated in the Order. Each Login must be assigned to a single individual and may not be shared or used by more than one such user. Customer may reassign any Login to another individual, provided that such reassignments do not circumvent the "single individual" requirement described in this Section. Customer acknowledges that transmissions and processing of Customer's electronic communications are fundamental to Customer's use of the Subscribed Services. Customer further acknowledges that portions of such transmissions and processing may occur within various computer networks not owned or operated by Accela. Customer agrees that

Accela is not responsible for any delays, losses, alterations, interceptions, or storage of its electronic communications which occur in computer networks not owned or operated by Accela.

9. Accela warrants that it has full power and authority to grant this license and that, as of the effective date, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software or Subscription Services do infringe, Accela may, at its sole option, secure for Customer the right to continue using the Software or Subscription Services or modify same so that it does not infringe. Accela will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.

10. Accela has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by Accela. Accela provides no warranty whatsoever for any third-party hardware or software products. Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose. Third-party applications which utilize or rely upon the Services may be adversely affected by remedial or other actions performed pursuant to these Terms and Conditions; Accela bears no liability for and has no obligation to remedy such effects. Except as set forth herein, Accela provides all Subscribed Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables.

11. LIMIT OF LIABILITY: ACCELA WILL, AT ALL TIMES DURING THE AGREEMENT, MAINTAIN APPROPRIATE INSURANCE COVERAGE. TO THE EXTENT NOT OFFSET BY ITS INSURANCE COVERAGE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL ACCELA'S CUMULATIVE LIABILITY FOR ANY GENERAL, INCIDENTAL, SPECIAL, COMPENSATORY, OR PUNITIVE DAMAGES WHATSOEVER SUFFERED BY CUSTOMER OR ANY OTHER PERSON OR ENTITY EXCEED THE FEES PAID TO ACCELA BY CUSTOMER DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE CIRCUMSTANCES WHICH GIVE RISE TO SUCH CLAIM(S) OF LIABILITY, EVEN IF ACCELA OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Either Accela or Customer may terminate if the other party materially breaches these Terms and Conditions and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration, all rights granted to Customer are cancelled and revert to Accela.

13. The limitations and waivers described in Sections 10, 11, and 13 will survive the End of Term. Section 8 will survive the End of Term for a period of thirty (30) calendar days or for so long as is required for Accela to complete its response to a Customer request made during said thirty-days period.

Account Number	Account Description	2017 Dept Requested	2017 CAO Recommended	2017 Board of Supervisors Dept Requested Comments	CAO Recommended Comments
Fund: 101 - General Fund					
EXPENSES					
Department: 65 - Community Development					
Division: 1265 - Planning and Zoning					
Program/Section/Activity: 1000 - Administration					
<i>SV - Services and Supplies</i>					
619.154	Services and Supplies Maintenance of Eqmmt-Gas, Oil	2,575.00	2,575.00	2,575.00	
619.172	Services and Supplies Postage and Delivery	650.00	650.00	650.00	
619.180	Services and Supplies Public and Legal Notices	2,000.00	0.00	0.00	
619.184	Services and Supplies Lease/Rent-Equipment	4,000.00	4,000.00	4,000.00	includes new copier/scanner w/ color
619.194	Services and Supplies Training	5,000.00	5,000.00	5,000.00	4 employees to subdivision map training
619.232	Services and Supplies Precision Inspection	500,000.00	250,000.00	250,000.00	special studies, RFP's
619.234	Services and Supplies Resource Design	100,000.00	100,000.00	100,000.00	includes Inter-West
619.250	Services and Supplies Special Dept - Contracts	142,000.00	142,000.00	142,000.00	includes Benchmark - reclamation consultant - quarries, etc.
619.124	Services and Supplies Books	1,000.00	1,000.00	1,000.00	subdivision map books, code council books
619.130	Services and Supplies Clothing and Safety	500.00	500.00	500.00	
619.132	Services and Supplies Communications	10,000.00	10,000.00	10,000.00	xcella & tuffbooks
619.140	Services and Supplies Computer Supplies	1,000.00	1,000.00	1,000.00	
619.142	Services and Supplies Computer Hardware	8,000.00	8,000.00	8,000.00	
619.148	Services and Supplies Household Expenses	3,000.00	3,000.00	3,000.00	
619.166	Services and Supplies Membership Dues	750.00	750.00	750.00	
619.170	Services and Supplies Office Equipment Under \$5,000	500.00	500.00	500.00	
619.174	Services and Supplies Office Supplies	3,000.00	3,000.00	3,000.00	
<i>Account Classification Total: SV - Services and Supplies</i>		\$783,975.00	\$531,975.00	\$531,975.00	
Program/Section/Activity Total: 1000 - Administration		\$783,975.00	\$531,975.00	\$531,975.00	
Division Total: 1265 - Planning and Zoning		\$783,975.00	\$531,975.00	\$531,975.00	
Department Total: 65 - Community Development		\$783,975.00	\$531,975.00	\$531,975.00	
EXPENSES Total		\$783,975.00	\$531,975.00	\$531,975.00	
Fund EXPENSE Total: 101 - General Fund		\$783,975.00	\$531,975.00	\$531,975.00	
EXPENSE GRAND Totals:		\$783,975.00	\$531,975.00	\$531,975.00	

FY 16/17

March 28th
BOS

4 4 Planners
1 Anita
1 Brent
1 RMA Deputy?
1 Tol & R?
1 Brent

9
8 Public?
17 ?

why do we need 17 licenses?
who uses them?

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 101 - General Fund										
REVENUE										
Department 65 - Community Development										
Division 1265 - Planning and Zoning										
Program/Section/Activity 1000 - Administration										
522	Permits									
522.201	Permits Construction Permits	575,000.00	.00	575,000.00	.00	.00	332,068.09	242,931.91	58	714,666.97
522.402	Permits Planning Permits	350,000.00	.00	350,000.00	.00	.00	89,043.14	260,956.86	25	427,240.92
	522 - Permits Totals	\$925,000.00	\$0.00	\$925,000.00	\$0.00	\$0.00	\$421,111.23	\$503,888.77	46%	\$1,141,907.89
525	Charges for Services									
525.010	Charges for Services Fire Bldg Check Fee	320.00	.00	320.00	.00	.00	.00	320.00	0	250.00
525.012	Charges for Services Fire Planning Check Fee	2,050.00	.00	2,050.00	.00	.00	1,150.00	900.00	56	3,096.07
	525 - Charges for Services Totals	\$2,370.00	\$0.00	\$2,370.00	\$0.00	\$0.00	\$1,150.00	\$1,220.00	49%	\$3,346.07
531	Fines, Forfeitures and Penalties									
531.704	Fines, Forfeitures and Penalties Code Enforcement	5,800.00	.00	5,800.00	.00	.00	667.25	5,132.75	12	4,088.30
	531 - Fines, Forfeitures and Penalties Totals	\$5,800.00	\$0.00	\$5,800.00	\$0.00	\$0.00	\$667.25	\$5,132.75	12%	\$4,088.30
561	Charges for Services									
561.904	Charges for Services Planning & Engineering Services	13,700.00	.00	13,700.00	.00	.00	12,583.29	1,116.71	92	23,610.07
561.905	Charges for Services Mining Inspection Fees	18,800.00	.00	18,800.00	.00	.00	2,550.00	16,250.00	14	32,300.00
	561 - Charges for Services Totals	\$32,500.00	\$0.00	\$32,500.00	\$0.00	\$0.00	\$15,133.29	\$17,366.71	47%	\$55,910.07
564	Charges for Services									
564.600	Charges for Services Developer Charges	138,000.00	.00	138,000.00	.00	.00	33,992.27	104,007.73	25	259,368.88
564.601	Charges for Services Developer Salary Reimbursable	149,200.00	.00	149,200.00	.00	.00	.00	149,200.00	0	(189,797.62)
	564 - Charges for Services Totals	\$287,200.00	\$0.00	\$287,200.00	\$0.00	\$0.00	\$33,992.27	\$253,207.73	12%	\$69,571.26
570	Other Revenues									
570.002	Other Revenues Miscellaneous Revenue	.00	.00	.00	.00	.00	.00	.00	+++	2,911.56
570.019	Other Revenues Appeal Fees	.00	.00	.00	.00	.00	.00	.00	+++	575.00
	570 - Other Revenues Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$3,486.56
	Program/Section/Activity 1000 - Administration Totals	\$1,252,870.00	\$0.00	\$1,252,870.00	\$0.00	\$0.00	\$472,054.04	\$780,815.96	38%	\$1,278,310.15
	Division 1265 - Planning and Zoning Totals	\$1,252,870.00	\$0.00	\$1,252,870.00	\$0.00	\$0.00	\$472,054.04	\$780,815.96	38%	\$1,278,310.15
	Department 65 - Community Development Totals	\$1,252,870.00	\$0.00	\$1,252,870.00	\$0.00	\$0.00	\$472,054.04	\$780,815.96	38%	\$1,278,310.15
	REVENUE TOTALS	\$1,252,870.00	\$0.00	\$1,252,870.00	\$0.00	\$0.00	\$472,054.04	\$780,815.96	38%	\$1,278,310.15
EXPENSE										
Department 65 - Community Development										
Division 1265 - Planning and Zoning										
Program/Section/Activity 1000 - Administration										
610	Salary and Benefits									
610.101	Salary and Benefits Regular	725,484.00	.00	725,484.00	.00	.00	347,444.44	378,039.56	48	523,120.45
610.108	Salary and Benefits Vacation Paid-Out	.00	.00	.00	.00	.00	51,031.78	(51,031.78)	+++	2,777.89
610.111	Salary and Benefits Miscellaneous Pay Categories	9,400.00	.00	9,400.00	.00	.00	6,558.00	2,842.00	70	8,291.79
610.112	Salary and Benefits Longevity Pay	.00	.00	.00	.00	.00	2,239.09	(2,239.09)	+++	3,539.62

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 101 - General Fund										
EXPENSE										
Department 65 - Community Development										
Division 1265 - Planning and Zoning										
Program/Section/Activity 1000 - Administration										
610	Salary and Benefits									
610.115	Salary and Benefits Admin Comp Paid-Out	.00	.00	.00	.00	.00	.00	.00	+++	2,496.92
610.118	Salary and Benefits Bonus Pay	.00	.00	.00	.00	.00	.00	.00	+++	18,778.10
610.301	Salary and Benefits Overtime	.00	.00	.00	.00	.00	3,722.33	(3,722.33)	+++	4,931.50
610.401	Salary and Benefits Social Security Taxes	56,219.00	.00	56,219.00	.00	.00	19,541.55	36,677.45	35	32,150.42
610.402	Salary and Benefits Medicare Taxes	.00	.00	.00	.00	.00	5,626.28	(5,626.28)	+++	7,861.62
610.501	Salary and Benefits Medical Insurance	118,300.00	.00	118,300.00	.00	.00	46,542.54	71,757.46	39	75,907.46
610.502	Salary and Benefits Dental Insurance	.00	.00	.00	.00	.00	1,586.86	(1,586.86)	+++	2,463.14
610.503	Salary and Benefits Life Insurance	.00	.00	.00	.00	.00	251.97	(251.97)	+++	425.53
610.504	Salary and Benefits Accident, Disability, Dismem	.00	.00	.00	.00	.00	3.77	(3.77)	+++	6.23
610.505	Salary and Benefits In-Lieu of Medical Insurance	.00	.00	.00	.00	.00	1,592.29	(1,592.29)	+++	2,976.89
610.507	Salary and Benefits MES Vision	.00	.00	.00	.00	.00	291.82	(291.82)	+++	506.82
610.603	Salary and Benefits Workers' Compensation Insurance	10,386.00	.00	10,386.00	.00	.00	5,193.00	5,193.00	50	28,875.00
610.605	Salary and Benefits Compensated absences	.00	.00	.00	.00	.00	7,255.00	(7,255.00)	+++	.00
610.701	Salary and Benefits Public Service Retirement	130,790.00	.00	130,790.00	.00	.00	60,138.25	70,651.75	46	95,364.94
610.801	Salary and Benefits OPEB Costs	10,500.00	.00	10,500.00	.00	.00	5,250.00	5,250.00	50	36,900.00
610.901	Salary and Benefits Salary Savings	14,510.00	.00	14,510.00	.00	.00	.00	14,510.00	0	.00
610.905	Salary and Benefits Force Labor	.00	.00	.00	.00	.00	.00	.00	+++	10,486.00
610 - Salary and Benefits Totals		\$1,075,589.00	\$0.00	\$1,075,589.00	\$0.00	\$0.00	\$564,268.97	\$511,320.03	52%	\$857,860.32
619	Services and Supplies									
619.124	Services and Supplies Books	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	.00
619.130	Services and Supplies Clothing and Safety	500.00	.00	500.00	.00	.00	.00	500.00	0	175.10
619.132	Services and Supplies Communications	10,000.00	.00	10,000.00	.00	.00	2,574.77	7,425.23	26	4,317.00
619.140	Services and Supplies Computer Supplies	1,000.00	.00	1,000.00	.00	.00	319.00	681.00	32	518.54
619.142	Services and Supplies Computer Hardware	8,000.00	.00	8,000.00	.00	.00	3,834.08	4,165.92	48	9,096.58
619.148	Services and Supplies Household Expenses	3,000.00	.00	3,000.00	.00	.00	.00	3,000.00	0	.00
619.152	Services and Supplies Maintenance of Equipment	.00	.00	.00	.00	.00	.00	.00	+++	1,392.01
619.154	Services and Supplies Maintenance of Eqpmnt-Gas, Oil	2,575.00	.00	2,575.00	.00	.00	547.29	2,027.71	21	3,163.75
619.156	Services and Supplies Maintenance Repairs-Automobiles	.00	.00	.00	.00	.00	769.88	(769.88)	+++	1,242.14
619.166	Services and Supplies Membership Dues	750.00	.00	750.00	.00	.00	125.00	625.00	17	857.00
619.170	Services and Supplies Office Equipment Under \$5,000	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
619.172	Services and Supplies Postage and Delivery	650.00	.00	650.00	.00	.00	.00	650.00	0	436.88
619.174	Services and Supplies Office Supplies	3,000.00	.00	3,000.00	.00	.00	462.43	2,537.57	15	2,916.55
619.178	Services and Supplies Banks and Treasurer Charges	.00	.00	.00	.00	.00	16.75	(16.75)	+++	.00
619.180	Services and Supplies Public and Legal Notices	.00	.00	.00	.00	.00	519.76	(519.76)	+++	2,391.77

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 101 - General Fund										
EXPENSE										
Department 65 - Community Development										
Division 1265 - Planning and Zoning										
Program/Section/Activity 1000 - Administration										
619	Services and Supplies									
619.182	Services and Supplies Permits and Licenses	.00	.00	.00	.00	.00	.00	.00	+++	50.00
619.184	Services and Supplies Lease/Rent-Equipment	4,000.00	.00	4,000.00	.00	.00	824.99	3,175.01	21	3,854.62
619.194	Services and Supplies Training	5,000.00	.00	5,000.00	.00	.00	379.00	4,621.00	8	.00
619.196	Services and Supplies Lodging	.00	.00	.00	.00	.00	895.75	(895.75)	+++	.00
619.198	Services and Supplies Meals	.00	.00	.00	.00	.00	195.50	(195.50)	+++	.00
619.200	Services and Supplies Transportation	.00	.00	.00	.00	.00	.00	.00	+++	466.45
619.222	Services and Supplies Other Consultants	.00	.00	.00	.00	.00	64,823.04	(64,823.04)	+++	2,000.00
619.232	Services and Supplies Precision Inspection	250,000.00	.00	250,000.00	.00	.00	5,195.71	244,804.29	2	482,480.79
619.234	Services and Supplies Resource Design	100,000.00	.00	100,000.00	.00	.00	.00	100,000.00	0	62,328.75
619.250	Services and Supplies Special Dept - Contracts	142,000.00	.00	142,000.00	.00	.00	66,805.90	75,194.10	47	196,078.32
619.268	Services and Supplies Special Department Other	.00	.00	.00	.00	.00	.00	.00	+++	4,415.11
619 - Services and Supplies Totals		\$531,975.00	\$0.00	\$531,975.00	\$0.00	\$0.00	\$148,288.85	\$383,686.15	28%	\$778,181.36
649	Other Charges									
649.101	Other Charges Cost Plan	359,824.00	.00	359,824.00	.00	.00	216,750.00	143,074.00	60	124,758.00
649 - Other Charges Totals		\$359,824.00	\$0.00	\$359,824.00	\$0.00	\$0.00	\$216,750.00	\$143,074.00	60%	\$124,758.00
650	Fixed Assets									
650.301	Fixed Assets Automobiles, Trucks, Vans	32,000.00	.00	32,000.00	.00	.00	.00	32,000.00	0	.00
650 - Fixed Assets Totals		\$32,000.00	\$0.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$32,000.00	0%	\$0.00
670	Transfer Out									
670.888	Transfer Out Transfers Out BC	.00	.00	.00	.00	.00	.00	.00	+++	85,480.82
670 - Transfer Out Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$85,480.82
Program/Section/Activity 1000 - Administration Totals		\$1,999,388.00	\$0.00	\$1,999,388.00	\$0.00	\$0.00	\$929,307.82	\$1,070,080.18	46%	\$1,846,280.50
Division 1265 - Planning and Zoning Totals		\$1,999,388.00	\$0.00	\$1,999,388.00	\$0.00	\$0.00	\$929,307.82	\$1,070,080.18	46%	\$1,846,280.50
Department 65 - Community Development Totals		\$1,999,388.00	\$0.00	\$1,999,388.00	\$0.00	\$0.00	\$929,307.82	\$1,070,080.18	46%	\$1,846,280.50
EXPENSE TOTALS		\$1,999,388.00	\$0.00	\$1,999,388.00	\$0.00	\$0.00	\$929,307.82	\$1,070,080.18	46%	\$1,846,280.50
Fund 101 - General Fund Totals										
REVENUE TOTALS		1,252,870.00	.00	1,252,870.00	.00	.00	472,054.04	780,815.96	38%	1,278,310.15
EXPENSE TOTALS		1,999,388.00	.00	1,999,388.00	.00	.00	929,307.82	1,070,080.18	46%	1,846,280.50
Fund 101 - General Fund Totals		(\$746,518.00)	\$0.00	(\$746,518.00)	\$0.00	\$0.00	(\$457,253.78)	(\$289,264.22)		(\$567,970.35)
Grand Totals										
REVENUE TOTALS		1,252,870.00	.00	1,252,870.00	.00	.00	472,054.04	780,815.96	38%	1,278,310.15
EXPENSE TOTALS		1,999,388.00	.00	1,999,388.00	.00	.00	929,307.82	1,070,080.18	46%	1,846,280.50
Grand Totals		(\$746,518.00)	\$0.00	(\$746,518.00)	\$0.00	\$0.00	(\$457,253.78)	(\$289,264.22)		(\$567,970.35)



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 5.

MEETING DATE: 3/14/2017

DEPARTMENT: COUNTY CLERK-AUDITOR-RECORDER ELECTIONS

DEPT HEAD/DIRECTOR: Joe Paul Gonzalez

AGENDA ITEM PREPARER: Angela Curro

SBC DEPT FILE NUMBER: 285

SUBJECT:

COUNTY CLERK-AUDITOR/RECORDER/ELECTIONS DEPARTMENT - J. P. GONZALEZ

Request that the San Benito County Board of Supervisors consider approval to reschedule shared Governing Board Election with Monterey County from Odd-numbered to Even-numbered Years; adopt Resolution consolidating Multi-County Monterey Office of Education Elections commencing with the 2018 General Election.
SBC FILE NUMBER: 285
RESOLUTION NO: 2017-23

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Monterey County Office of Education is requesting San Benito County Board of Supervisors approve the rescheduling of the Office of Education Elections being held in November of odd-years to even-years.

In 1989, the Board of Supervisors adopted the rescheduling of San Benito County local school elections and special district elections from odd-years to even-years. However, the 1989

Resolution did not include some of our shared jurisdictions with the County of Monterey and Fresno. With the passage of SB-415, which was signed by Governor Jerry Brown, the law requires that if there is a "significant decrease in voter turnout" from even-year to odd-year elections that political subdivisions are required to adopt a plan to transition their election to even-years by January 1, 2018.

It has been determined by the Monterey County Office of Education that it is necessary for them to move their Elections to the General (even-year) Elections.

BUDGETED:

No

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Adopt Resolution, consolidating the Monterey County Office of Education elections with the statewide general election pursuant to Election Code.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
BOS Resolution	3/6/2017	Resolution
Monterey County	3/6/2017	Cover Memo
Monterey County Office of Ed	3/6/2017	Resolution

RESOLUTION NO. 2017-_____

**A RESOLUTION OF THE SAN BENITO COUNTY BOARD OF SUPERVISORS
CONSOLIDATING MULTI-COUNTY OFFICE OF EDUCATION ELECTIONS
COMMENCING WITH THE 2018 GENERAL ELECTION**

WHEREAS, the following school districts have submitted resolutions requesting consolidation of governing board member elections commencing with the 2018 General Election in accordance with Education Code Section 5000.5:

Monterey County Office of Education

WHEREAS, said resolution has been submitted in accordance with Election Code Sections 10404.5 and 10405.7;

WHEREAS, governing board elections of other school districts have been consolidated by San Benito County Resolution No. 89-57;

WHEREAS, said school districts will participate in the share of costs for voting opportunities relative to said consolidation.

NOW, THEREFORE, BE IT RESOLVED, that the said school district governing board member elections be consolidated with the November General Elections.

PASSED AND ADOPTED this _____ day of _____, 2017, by the following vote:

AYES:	SUPERVISORS:
NOES:	SUPERVISORS:
ABSENT:	SUPERVISORS:
ABSTAIN:	SUPERVISORS:

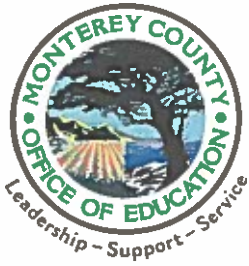
JAIME DE LA CRUZ, Chair
San Benito County Board of Supervisors

ATTEST:
Chase Graves, Clerk of the Board

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

By: _____

Barbara Thompson
Assistant County Counsel



Monterey County Office of Education

Dr. Nancy Kotowski
County Superintendent of Schools

February 23, 2017

Joe Paul Gonzalez, Registrar of Voters
County of San Benito
440 Fifth Street
2nd Floor, Room 206
Hollister, CA 95023

Dear Registrar Gonzalez:

Re: Request that the San Benito County Board of Supervisors Approve Change of Monterey County School Districts' Election Date to November of Even-Numbered Years Pursuant to Elections Code § 10404.5 and Senate Bill 415.

On behalf of the Monterey County Board of Education, whose territory extends to San Benito County, I hereby submit their resolution which resolves to move elections for their governing boards from November of odd-numbered years to November of even-numbered years, pursuant to Elections Code § 1302(b). I hereby request that the San Benito County Board of Supervisors' consider approval of that change pursuant to Elections Code § 10404.5 at a public meeting sometime within 60 days, following the statutorily-required notice.

Historically in Monterey County elections for members of the school district Boards of Trustees and the County Board of Education have been conducted in November of odd-numbered years (e.g., November 2015), pursuant to Education Code § 5000 and Elections Code § 1302(a). However, voter participation is generally greater for statewide general elections than for odd-year local elections. Therefore, on September 1, 2015, Governor Jerry Brown signed SB 415 into law, requiring that political subdivisions that hold their elections in odd-numbered years adopt a plan to transition to even-numbered year general elections no later than January 1, 2018, if they have experienced "significant decrease in voter turnout." This includes school board elections.

Included in this correspondence is a copy of the resolution of the Monterey County Board of Education to request that the San Benito County Board of Supervisors approve the change of election date to November of even-numbered years pursuant to Elections Code § 10404.5 and Senate Bill 415 beginning in 2018.

If you have any questions, please do not hesitate to contact Ginny Brown, Office of the Monterey County Superintendent of Schools (831-755-0303).

Sincerely,

A handwritten signature in cursive script, reading "Nancy Kotowski".

Nancy Kotowski, Ph.D.
County Superintendent of Schools

C: Clerk of the Board, San Benito County Board of Supervisors

BEFORE THE GOVERNING BOARD OF THE
MONTEREY COUNTY BOARD OF EDUCATION
COUNTY OF MONTEREY, STATE OF CALIFORNIA

A Resolution of the Monterey County Board of Education Approving the Rescheduling of Governing Board Member Elections from Odd-Numbered Years to Even-Numbered Years, in Accordance with Elections Code §1302 and Senate Bill 415 (2015-2016 Regular Session), and Requesting the Approval of the County of Monterey to Consolidate the Same with the Statewide General Election Pursuant to Elections Code § 10404.5.

RESOLUTION NO: 16-17-20

WHEREAS, the Monterey County Board of Education currently conducts its elections for members of the Board in November of odd-numbered years (*e.g.*, November 2015) pursuant to Education Code § 5000 and Elections Code § 1302 subdivision (a); and

WHEREAS, voter participation in Monterey County is greater for statewide general elections than for odd-year local elections, including board member elections; and

WHEREAS, the Board seeks to enhance voter participation and specifically to increase the percentage of voters participating in board member elections; and

WHEREAS, the Board believes that rescheduling to even-numbered year elections may enhance voter participation and further increase the percentage of voters participating in the board member elections; and

WHEREAS, on September 1, 2015, Governor Brown signed Senate Bill 415 (Reg. Sess.), codified at Stats. 2015, ch. 235, enacting Elections Code §§ 14050-14057, which would authorize voters to seek a court order to change local elections dates to even-numbered years if voter-turnout in odd-numbered year local elections is substantially lower than the average in recent statewide elections; and

WHEREAS, the enactment of the statute itself appears to signify the Legislature's general preference that local elections be conducted in conjunction with statewide elections in even-numbered years; and

WHEREAS, it is considered the view of the Board that starting with the 2018 Board elections, the public interest will be better served by election of its members in even-numbered year elections, held in conjunction with the statewide general elections; and

WHEREAS, the Board further recognizes that there may also be a cost savings resulting from aligning the elections with the statewide general elections; and

WHEREAS, as a result of these facts, the Board desires to change the date of future board member elections to be consolidated with the California statewide general election in order to increase and enhance voter participation; and

WHEREAS, Elections Code § 1302(b) establishes a procedure whereby the Board may change the election date for its members by adopting a resolution seeking approval of the change by the Board of Supervisors of the affected county, *see* Elec. Code § 10404.5; and

WHEREAS, if the change in election date is approved by the Monterey County Board of Supervisors, it is requested that the new election date be moved from November of odd-numbered years to November of even-numbered years commencing in 2018 with board members whose terms would have expired in 2017 being extended to 2018 and board members whose terms would have expired in 2019 being extended to 2020, as required by Elections Code § 10404.5(g) (refer to Exhibit A),

NOW, THEREFORE, BE IT RESOLVED that:

1. The above recitals are true and correct.
2. The undersigned, constituting at least a majority of the members of the Monterey County Board of Education, do hereby adopt this resolution to consolidate the election date for members of the Board with the state general election in November in even-numbered years pursuant to Elections Code § 1302(b).
3. The Board of Education is prepared to pay the expenses of mailing notice of approval of the change in election date by the Monterey County Board of Supervisors as required by Elections Code § 10404.5 subdivision (e).
4. If the consolidation of election is approved by the Board of Supervisors, the date of the District's next election will be moved to November 6, 2018, and each subsequent Board member election will be held two years thereafter in November of even-numbered years.
5. If the consolidation of election is approved, the terms of office of current Board members expiring in November 2017 will be extended to November 2018 and the terms of Board members expiring in November 2019 will be extended to November 2020 (see Exhibit A).

6. In the event that the Monterey County Board of Supervisors declines to authorize consolidation in 2018, on the grounds specified in Elections Code § 10404.5(d)(1), the Monterey County Board of Education requests that the Monterey County Board of Supervisors authorize such consolidation at the soonest feasible date.
7. The County Superintendent of Schools and/or her designee is authorized to take such actions and execute such agreements and documentation as are necessary to effect the intent of this Resolution.

The foregoing RESOLUTION was adopted this 19th day of October, 2016, at a regular meeting of the Monterey County Board of Education, by the following vote:

AYES: 5

NOES: 0

ABSTAIN: 0

ABSENT: 2

Dated: _____

10/19/16



Ron Panziera, President
Monterey County Board of Education

CERTIFICATION

I, Nancy Kotowski, Clerk of the Monterey County Board of Education, do hereby certify that the foregoing Resolution was proposed by Board member John McPherson, seconded by Board member Harvey Kuffner, and was duly passed and adopted by a majority of the members of said Board, at an official and public meeting thereof held on October 19, 2016.

Dated: _____

1/2/17

 , Clerk

EXHIBIT A

Consolidation of Elections - California Elections Code Section 10404.5

10404.5 (a) A resolution of the governing board of a school district or county board of education to establish an election day pursuant to subdivision (b) of Section 1302 shall be adopted and submitted to the board of supervisors not later than 240 days prior to the date of the currently scheduled election of the district or for the members of the county board of education.

(b) The final date for the submission of the resolution by the governing board of a school district or county board of education to the board of supervisors is not subject to waiver.

(c) The board of supervisors shall notify all school districts and the county board of education located in the county of the receipt of the resolution to consolidate and shall request input from each district on the effect of consolidation.

(d) (1) The board of supervisors, within 60 days from the date of submission, shall approve the resolution unless it finds that the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled. Prior to the adoption of a resolution to either approve or deny a consolidation request, the board or boards of supervisors may obtain from the elections official a report on the cost-effectiveness of the proposed action.

(2) Public notices of the proceedings in which the resolution is to be considered for adoption shall be made pursuant to Section 25151 of the Government Code.

(e) Within 30 days after the approval of the resolution by the board of supervisors, the elections official shall notify all registered voters of the districts affected by the consolidation of the approval of the resolution by the board of supervisors. The notice shall be delivered by mail and at the expense of the school district or if applicable, the county board of education.

(f) An election day established pursuant to subdivision (b) of Section 1302 shall be prescribed to occur not less than one month, nor more than 12 months, subsequent to the Election Day prescribed in Section 5000 of the Education Code or pursuant to Section 1007 of the Education Code, as appropriate. As used in this subdivision, "12 months" means the period from the Election Day prescribed in Section 5000 of the Education Code or pursuant to Section 1007 of the Education Code, as appropriate, to the first Tuesday after the first Monday in the 12th month subsequent to that day, inclusive.

(g) In the event that the Election Day for a school district governing board or county board of education is established pursuant to subdivision (b) of Section 1302, the term of office of all then incumbent members of that governing board or county board of education shall be extended accordingly.



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 6.

MEETING DATE: 3/14/2017

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

The Senate Governance & Finance Committee will author the "Local Government Omnibus Act of 2017" which proposes numerous relatively minor, noncontroversial changes to the laws affecting local agencies' powers and duties when signed into law by Governor Jerry Brown, the omnibus bill will take effect on January 1, 2018; authorize Chairman to execute a letter of support for one of the provisions in Senate Bill 205, the Local Government Omnibus Act of 217; specifically, to support the proposed amendment to Government Code 1360 that would clarify the requirement of public officers to take an oath of office following election or appointment.

SBC FILE NUMBER: 285

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Each year officials discover problems with the state statues that affect counties, cities, special districts, and redevelopment agencies,as well as the laws on land use planning and development. These minor problems do not warrant separate (and expensive) bills. Therefore, the provisions correcting the minor problems are grouped together in one "omnibus" bill.

Currently written laws are not specific whether an elected official is required to take the Oath of Office after they have been elected or if the Oath of Office subscribed at the time of filing satisfies the Constitutional Oath requirement. Article XX, Section 3 of the California Constitution requires candidates to take the oath of office at the time they file their candidacy for an elected office (Elections Code §200). Article XX, Section 3 of the California Constitution and Government Code §1360 also require all public officers and government employees to take the oath of office before entering the duties of their office.

To clarify when an oath of office is required, the proposed bill would require public officers to take an oath of office following election or appointment. [See SEC. 2 of the proposed bill.] The proposed amendment to Government Code §1360 included in Local Government Omnibus Act of 2017, Senate Bill 205, is recommended for passage and includes the following proposed clarification to Government Code Section 1360:

"Unless otherwise provided, AND FOLLOWING ELECTION OR APPOINTMENT, before any officer enters on the duties of his office, he shall take and subscribe the oath or affirmation set forth in Section 3 of Article XX of the Constitution of California.

BUDGETED:

No

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Authorize Chairman to execute a letter of support for one of the provisions in Senate Bill 205, the Local Government Omnibus Act of 2017; specifically, to support the proposed amendment to Government Code 1360 that would clarify the requirement of public officers to take an oath of office following election or appointment.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description

Senate Bill 205

Proposed Letter of Support

Upload Date

3/1/2017

3/3/2017

Type

Misc

Resolution Letter

CALIFORNIA LEGISLATURE— 2017–2018 REGULAR SESSION

SENATE BILL

No. 205

Introduced by Committee on Governance and Finance (Senators McGuire (Chair), Beall, Hernandez, Hertzberg, Lara, Moorlach, and Nguyen)

February 01, 2017

An act to amend Sections 1360 and 25536.9 of the Government Code, relating to local government.

LEGISLATIVE COUNSEL'S DIGEST

SB 205, as introduced, Committee on Governance and Finance. Local Government Omnibus Act of 2017.

(1) The California Constitution requires, among others, all public officers, to take a specified oath of office. Existing statutory law requires any office to take that oath before he or she enters the duties of his or her office.

This bill would require an officer to take that oath following any election or appointment and before entering the duties of his or her office.

(2) Existing law authorizes the County of Merced, by a $\frac{4}{5}$ vote of the board of supervisors, to sell a specified area of county property that the county has acquired from the federal government due to the closure of Castle Air Force Base.

This bill would additionally authorize the County of Merced to enter into a lease, concession, or managerial contract involving that area, by a $\frac{4}{5}$ vote of the board of supervisors. The bill would make additional conforming changes.

Digest Key

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

Bill Text

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. (a) This act shall be known, and may be cited, as the Local Government Omnibus Act of 2017.

(b) The Legislature finds and declares that Californians want their governments to be run efficiently and economically and that public officials should avoid waste and duplication whenever possible. The Legislature further finds and declares that it desires to control its own costs by reducing the number of separate measures. Therefore, it is the intent of the Legislature in enacting this act to combine several minor, noncontroversial statutory changes relating to the common theme, purpose, and subject of local government into a single measure.

SEC. 2. Section 1360 of the Government Code is amended to read:

1360. Unless otherwise provided, *following any election or appointment and* before any officer enters on the duties of his *or her* office, he *or she* shall take and subscribe the oath or affirmation set forth in Section 3 of Article XX of the Constitution of California.

SEC. 3. Section 25536.9 of the Government Code is amended to read:

25536.9. (a) In addition to the authority provided for in Section 25536, and in accordance with subdivision (b), the County of Merced, by a four-fifths vote of the board of supervisors, may sell *or enter into a lease, concession, or managerial contract involving* a specified area of county property that the county has acquired from the federal government due to the closure of Castle Air Force Base, without otherwise complying with this article.

(b) The board shall take an action specified in subdivision (a) only if the following conditions are met, or if the board makes a finding in a noticed public hearing that the following conditions were met at the time the property was acquired from the federal government:

(1) Reuse of the property is governed solely by the county.

(2) The county has prepared and adopted a general or specific plan pursuant to Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of Title 7 and has adopted a zoning ordinance for the area, and the proposed use is consistent with that general or specific plan and the zoning ordinance.

(3) The airport land use commission has prepared and adopted a comprehensive airport land use plan for the area pursuant to Article 3.5 (commencing with Section 21670) of Chapter 4 of Part 1 of Division 9 of the Public Utilities Code, and the proposed use is consistent with that plan.

(4) The county has complied with Article 8 (commencing with Section 54220) of Chapter 5 of Part 1 of Division 2 of Title 5, and Section 65402 with regard to the property, as provided in Section 25350.1.

(5) The county has given notice pursuant to Section 6062a and posted the notice in the office of the county clerk. The notice shall specify the date that the board determines that any of the affected property shall be subject to this section, and shall include all of the following:

- (A) A description of the property proposed to be ~~sale~~ *sold, leased, or subject to a concession or managerial contract* pursuant to this section.
 - (B) The proposed terms of the ~~sale~~ *sale, lease, concession, or managerial contract*.
 - (C) The location where offers will be accepted and executed.
 - (D) The telephone number and address of the county officer responsible for executing the ~~sale~~ *sale, lease, concession, or managerial contract*.
- (c) This section shall not be construed to release the County of Merced from complying with Chapter 9 (commencing with Section 34191.1) of Part 1.85 of Division 24 of the Health and Safety Code, if the property is located in a former redevelopment area.

The Honorable Mike McGuire
Chair, Senate Governance and Finance Committee
State Capitol, Room 408
Sacramento, CA 95814

Dear Senate Member McGuire:

The San Benito County Board of Supervisors would like to express its support for one of the provisions in Senate Bill 205 – the Local Government Omnibus Act of 2017. The Board's opinion is that the proposed amendment to Government Code §1360 would clarify the requirement of public officers to take an oath of office following election or appointment.

Currently written laws are not specific whether an elected official is required to take the Oath of Office after they have been elected or if the Oath of Office subscribed at the time of filing satisfies the Constitutional Oath requirement. Article XX, Section 3 of the California Constitution requires candidates to take the oath of office at the time they file their candidacy for an elected office (Elections Code §200). Article XX, Section 3 of the California Constitution and Government Code §1360 also require all public officers and government employees to take the oath of office before entering the duties of their office.

The proposed bill would require public officers to take an oath of office following election or appointment. The San Benito County Board of Supervisors sees the proposed amendment to Government Code §1360 as clarification allowing cohesiveness with the counties and rendering the potential for misinterpretation of the law non-existent.

Please do not hesitate to contact Joe Paul Gonzalez, San Benito County Registrar of Voters at (831) 636-4016, should you have any questions regarding our support on this matter. Thank you for your advocacy on this important issue.

Sincerely,

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

Cc: San Benito County Board of Supervisors
Joe Paul Gonzalez, Registrar of Voters
Angela Curro, Assistant Registrar of Voters



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 7.

MEETING DATE: 3/14/2017

DEPARTMENT: COUNTY COUNSEL

DEPT HEAD/DIRECTOR: Matthew Granger

AGENDA ITEM PREPARER: Barbara Thompson

SBC DEPT FILE NUMBER: 160

SUBJECT:

COUNTY COUNSEL'S OFFICE - M. GRANGER

Approve Amendment No. 2 with Cota Cole LLP, in the additional amount of \$20,000, for general legal services through August 31, 2017.

SBC FILE NUMBER: 160

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

In March 2016, the Board approved a contract with Cota Cole in an amount not to exceed \$64,500. This amendment increases the dollar amount of this contract by \$20,000, and extends the term through August 31, 2017.

This amendment request for \$20,000 consists primarily of the following: completion of pending items (\$10,000), and assistance in specialized matters that may arise between the present time and August 31, 2017 (\$10,000). (The office will endeavor not to use the second \$10,000, and it is mainly for unforeseen contingencies).

The office is in the active recruitment for new attorney staffing. (See separate agenda item on this Board's March 14, 2017 agenda.) The addition of additional staff in the County Counsel's Office will eliminate the need for this contract to be used for purposes other than litigation support and on a very limited basis, for currently unforeseen specialized work.

If state reimbursement can occur for work performed on behalf of HHSA, a sum of approximately 10K will be separated out from this contract and paid for by State funds.)

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

\$64,600

STAFF RECOMMENDATION:

Approve Amendment No. 2, of the legal services agreement with Cota Cole LLP, in the additional amount of 20,000.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
signed amendment no. 2	3/1/2017	Cover Memo
Amendment No. 1 and Original Contract	2/24/2017	Standard Contract

AMENDMENT TO CONTRACT

2

The County of San Benito ("COUNTY") and Cota Cole LLP. ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated February 26, 2016.

b. Prior Amendments. (Check one.)

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: March 23, 2016.

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

☐ The term of the original contract is not modified.

☒ The term of the original contract (Exhibit 1) is extended to a new expiration date of August 31, 2017.

b. Scope of Services. (Check one.)

☒ The services specified in the original contract (Exhibit 1) are not modified.

☐ The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☐ The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

☐ The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. Payment Terms. (Check one.)

- ☐ The payment terms in the original contract (Exhibit 1) are not modified.
☒ The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)
☒ The payment terms are modified only as specified below:

Modified or New Payment Terms:

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$ _____ or
☒ The contract is amended to add an additional \$20,000 to the scope of the contract, for a total contract sum not to exceed \$84,600.

All other provisions of Attachment B to the original contract shall remain the same.

- ☐ The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

B-1. BILLING

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

- ☐ One month in arrears.
☐ Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
☐ The basis specified in paragraph B-4.

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$ _____, or
☐ a total sum not to exceed \$ _____,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

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

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

d. Other Terms. (Check one.)

- ☒ There are no other terms of the original contract that are modified.
☐ Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:
(Insert other modified or new terms.)

3. Other Terms.

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR


Name/Title: Derek Cole, Partner

2/27/17
Date

COUNTY

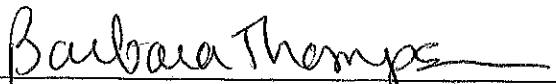
San Benito County Board of Supervisors

Jaime De La Cruz, Chair

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office


Barbara Thompson, Acting Assistant County Counsel

2/27/17
Date

EXHIBIT 1
TO AMENDMENT # 2

**ORIGINAL
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

AMENDMENT TO CONTRACT

1

The County of San Benito ("COUNTY") and Cota Cole LLP. ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated February 26, 2016.

b. Prior Amendments. (Check one.)

☒ The initial contract previously has not been amended.

☐ The initial contract previously has been amended. The date(s) of prior amendments are as follows: _____

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

☒ The term of the original contract is not modified.

☐ The term of the original contract (Exhibit 1) is extended from the current expiration date of _____, to a new expiration date of _____.

b. Scope of Services. (Check one.)

☒ The services specified in the original contract (Exhibit 1) are not modified.

☐ The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☐ The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

☐ The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. **Payment Terms, (Check one.)**

- ☐ The payment terms in the original contract (Exhibit 1) are not modified.
☒ The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)
☐ The payment terms are modified only as specified below:

Modified or New Payment Terms:

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$ _____ or
☒ a total sum not to exceed \$ 64,600.

All other provisions of Attachment B to the original contract shall remain the same.

- ☐ The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

B-1. BILLING

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

- ☐ One month in arrears.
☐ Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
☐ The basis specified in paragraph B-4.

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$ _____, or
☐ a total sum not to exceed \$ _____

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

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

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

d. Other Terms. (Check one.)

- ☒ There are no other terms of the original contract that are modified.
☐ Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:
(Insert other modified or new terms.)

3. Other Terms.

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR


Name/Title: Derek Cole, Partner

3/18/16
Date

COUNTY

San Benito County Board of Supervisors


Robert Rivas, Chair

3/22/16
Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office


~~Barbara Thompson~~, Assistant County Counsel

3-24-2016
Date

EXHIBIT 1
TO AMENDMENT # 1

**ORIGINAL
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

CONTRACT

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

1. **Duration of Contract.**

This contract shall commence on February 26, 2016, and end on August 31, 2016, unless sooner terminated as specified herein.

2. **Scope of Services.**

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

3. **Compensation for Services.**

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

4. **General Terms and Conditions.**

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

5. **Insurance Limits.**

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

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: 1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000

6. **Termination.**

The number of days of advance written notice required for termination of this contract is 0.
Termination of this contract shall be governed by the terms set forth in Attachment "D".

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

- ☐ There are no additional provisions to this contract.
- ☒ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract. To the extent that Attachment "D" conflicts with any other provision in this contract, Attachment "D" shall prevail.
- ☐ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

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

Contract Administrator for COUNTY:

Name: Barbara Thompson

Title: Assistant County Counsel

Address: 481 Fourth St., 2nd Floor

Hollister, California 95023

Telephone No.: 831-636-4040

Fax No.: 831-636-4044

Contract Administrator for CONTRACTOR:

Name: Derek Cole

Title: Partner

Address: 2261 Lava Ridge Court

Roseville, CA 95661

Telephone No.: 916-780-9009

Fax No.: 916-780-9060

SIGNATURES

APPROVED BY COUNTY:

Matthew Granger

Name: Matthew Granger

County Counsel

Date: 2-1-2016

APPROVED BY CONTRACTOR:

Derek Cole

Name: Derek Cole

Title: Partner

Tax I.D.

20-8080486

Date: 2/29/16

APPROVED AS TO LEGAL FORM:

Matthew W. Granger, San Benito County Counsel

Barbara Thompson

By: Barbara Thompson, Assistant County Counsel

Date: 2/26/16

ATTACHMENT A
Scope of Services

Perform legal transactional work as may be assigned from time to time by the County Counsel's office.

END OF ATTACHMENT A.

ATTACHMENT B
Payment Schedule

B-1. BILLING

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

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

B-2. PAYMENT

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

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

☐ a total lump sum payment of \$ _____, or

☒ a total sum not to exceed \$ 10,000. (See B-4 below).

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

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

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

Payments shall be made based on hourly rates set forth in Attachment "D" until terminated.

END OF ATTACHMENT B.

ATTACHMENT C General Terms and Conditions

C-1. INDEMNIFICATION.

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

C-2. GENERAL INSURANCE REQUIREMENTS.

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

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

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

C-3. INSURANCE COVERAGE REQUIREMENTS.

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

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

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

C-4. CERTIFICATE OF INSURANCE.

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

C-5. RECORDS TO BE MAINTAINED.

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

C-6. RETENTION OF RECORDS.

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

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

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

C-8. INDEPENDENT CONTRACTOR.

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

C-9. CONFLICT OF INTEREST.

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

C-10. COMPLIANCE WITH APPLICABLE LAWS.

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

C-11. NONDISCRIMINATION.

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

C-12. BANKRUPTCY.

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

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

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

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1664.

C-15. SEVERABILITY.

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

C-16. ENTIRE CONTRACT.

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

C-17. TIME IS OF THE ESSENCE.

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

C-18. TERMINATION.

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

C-19. NOTICES.

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

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

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

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

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

C-21. MATERIALITY.

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

C-22. WAIVER.

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

C-23. AUTHORITY AND CAPACITY.

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

C-24. BINDING ON SUCCESSORS.

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

C-25. CUMULATION OF REMEDIES.

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

C-26. INDEPENDENT ADVICE.

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

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

C-27. NO RELIANCE ON REPRESENTATIONS.

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

C-28. REDUCTION OF CONSIDERATION.

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

C-29. COUNTERPARTS.

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

END OF ATTACHMENT C.

ATTACHMENT "D"

Engagement Letter

Cota Cole LLP

ATTORNEYS

Dennis M. Cota
Derek P. Cole
Scott E. Huber
Daniel S. Roberts
Carolyn J. Frank
Daniel A. King
Karen A. Feld
Barbara A. Keough
Sean D. De Burgh

William R. Galstan
Kathryn L. Patterson
David G. Ritchie
Samantha L. Chen

Derek P. Cole
dcole@cotalawfirm.com

REPLY TO:
☒ ROSEVILLE ☐ MONTEREY
☐ ONTARIO

February 25, 2016

Matthew W. Granger
County Counsel
County of San Benito
481 4th Street, 2nd Floor
Hollister, CA 95023-3840

Barbara Thompson
Assistant County Counsel
County of San Benito
481 4th Street, 2nd Floor
Hollister, CA 95023-3840

Re: Engagement of Cota Cole LLP for Advisory Services

Dear Mr. Granger and Ms. Thompson:

ABOUT OUR REPRESENTATION

Cota Cole LLP is pleased to assist the Office of County Counsel in providing as-needed, and as-referred, advice-counsel services for San Benito County legal matters. This letter constitutes our agreement setting forth the terms of our representation.

CONFIDENTIALITY AND ABSENCE OF CONFLICTS

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

To also assure mutuality of trust, we have maintained a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents us from representing you. Similarly, the County will be included in our list of clients to ensure we comply with the Rules of Professional Conduct.

{DPC/00042091.}

2261 LAVA RIDGE COURT
ROSEVILLE, CA 95661
TEL 916-780-9009
FAX 916-780-9050

3401 COUNTRYLAKE DRIVE, SUITE 670
ONTARIO, CA 91761
TEL 909-230-4209
FAX 909-937-2034

19 UPPER RAGSDALE DRIVE, SUITE 200
MONTEREY, CA 93940
TEL 831-275-1870
FAX 916-780-9050

Matthew W. Granger
Barbara Thompson
February 25, 2016
Page 2

We have performed a standard conflict check and, based on that check, we can represent the County's interests in the above-described matter. As this matter would involve general counsel services, we are not able at this time to identify and specific parties that may be involved in or affected by any advisory matters referred to our office. We request that you advise us of any such parties to the extent you know of their identities as of this time or in the future.

YOUR OBLIGATIONS ABOUT FEES AND BILLINGS

For the general counsel services provided per this Agreement, the billing rate is \$190 per hour for Partners; \$175 for all other attorneys, and \$120 per hour for paralegals. We will bill the County monthly for all services provided.

The memorandum attached to this letter describes the other aspects of our firm's billing policies. You should consider this memorandum part of this agreement as it binds both of us. For that reason, you should read it carefully.

FIRM STATUS

Cota Cole LLP is a partnership. Dennis M. Cota is the Managing Partner, and Derek P. Cole, Scott E. Huber, Daniel S. Roberts, Carolyn J. Frank, Daniel A. King, Karen A. Feld, and Elizabeth L. Martyn are Partners. William R. Galstan, Sean D. De Burgh, David G. Ritchie, Barbara Keogh, Samantha Chen, and Elizabeth Perez are employees of the firm.

INSURANCE

We understand that you are not now insured or have any insurance that may cover potential liability or attorneys' fees in this case. If you think you may have such insurance, please notify me immediately.

We are also pleased to let you know that Cota Cole LLP carries errors and omissions insurance with Lloyds of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

NEW MATTERS

When we are engaged by a new client on a particular matter, we are often later asked to work on additional matters. You should know that such new matters will be the subject of a new signed supplement to this agreement. Similarly, this agreement does not cover and is not a commitment by either of us that we will undertake any appeals or collection procedures. Any such future work would also have to be agreed upon in a signed supplement.

CIVILITY IN LITIGATION

In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of

Cota Cole LLP

ATTORNEYS

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dcole@cotalawfirm.com

REPLY TO:
☒ ROSEVILLE ☐ MONTEREY
☐ ONTARIO

February 25, 2016

Matthew W. Granger
County Counsel
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{DPC/00042091.}

Matthew W. Granger
Barbara Thompson
February 25, 2016
Page 2

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INSURANCE

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In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of

Matthew W. Granger
Barbara Thompson
February 25, 2016
Page 3

such courtesies saves our clients time and money. By signing this letter, you will be confirming your approval of this practice in your case.

HOW THIS AGREEMENT MAY BE TERMINATED

The County, of course, has the right to end our services at any time. If it does so, the County will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to you or your new counsel. By the same token, we reserve the right to terminate our services to the County upon written notice, order of the court, or in accordance with our attached memorandum. This could happen if the County fails to pay our fees and costs as agreed, fails to cooperate with us in this matter, or if we determine we cannot continue to represent the County for ethical or practical concerns.

CLIENT FILE

If you do not request the return of your file, we will retain your file for five years. After five years, we may have your file destroyed. If you would like your file maintained for more than five years or returned, you must make separate arrangements with us.

THANK YOU

We are pleased that the County has selected Cota Cole LLP to represent it and appreciate the opportunity to assist in resolving this matter. If you have any questions at any time about our services or billings, please do not hesitate to call me.

If this letter meets with your approval, please sign and date it, and return the original to us. Unless you sign, date, and return the original, we will not represent the County in this capacity, and we will assume that the County has made other arrangements for legal representation.

Sincerely,


Derek P. Cole
COTA COLE LLP

DPC/
Enclosures

AGREED AND ACCEPTED:

By: Barbara Thompson

Dated: 3/1/16

COTA COLE LLP – BILLING POLICIES

Our two decades of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing, and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Clients may direct specific questions about a bill to the attorney with whom the client works. Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the firm.

Limited Liability Partnership

Cota Cole LLP is a Limited Liability Partnership. Dennis M. Cota is the Managing Partner, Derek P. Cole, Scott E. Huber, Daniel S. Roberts, Carolyn J. Frank, Daniel A. King, Karen A. Feld, Barbara A. Keough, and Sean D. De Burgh are Partners. William R. Galstan, Kathryn L. Patterson, David G. Ritchie, and Samantha L. Chen are attorneys employed by the firm.

Fees for Professional Services

Unless a flat fee is set forth in our engagement letter with a client, our fees for the legal work we will undertake will be based, in substantial part, on time spent by personnel in our office on that client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter or the time or other special limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. Time is accrued on an incremental basis for such matters as telephone calls (minimum .3 hour) and letters (minimum .5 hour), and on an actual basis for all other work. Our rates for services are set forth in the retainer letter that accompanies these policies, but are customarily billed at rates from \$250 to \$400 per hour, and our administrative assistants, research assistants, paralegals and law clerks are billed at the rate of \$150 per hour. These hourly rates are reviewed annually to accommodate rising firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

Fees for Other Services, Costs and Expenses

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include, but are not limited to, mileage at the current IRS approved rate per mile, extraordinary telephone and document delivery charges, copying

charges, computerized research, court filing fees and other court-related expenditures including court reporter and transcription fees. No separate charge is made for secretarial or word processing services; those costs are included within the above hourly rates.

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due.

Advance Deposit Toward Fees and Costs

Because new client matters involve both a substantial undertaking by our firm and the establishment of client credit with our accounting office, we require an advance payment from clients. The amount of this advance deposit is determined on a case-by-case basis discussed first with the client and is specified in our engagement letter.

Upon receipt, the advance deposit will be deposited into the firm's client trust account. Our monthly billings will reflect such applications of the advance deposit to costs and not to attorneys' fees. At the end of engagement, we will apply any remaining balance first to costs and then to fees. We also reserve the right to require increases or renewals of these advanced deposits.

By signing the initial engagement letter, each client is agreeing that the trust account balances may be withdrawn and applied to costs as they are incurred and to our billings, after presentation to the client. If we succeed in resolving your matter before the amounts deposited are used, any balance will be promptly refunded.

Monthly Invoices and Payment

Cota Cole LLP provides our clients with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable upon receipt.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Our fees are not contingent upon any aspect of the matter and are due upon receipt. All billings are due and payable within ten days of presentation unless the full amount is covered by the balance of an advance held in our trust account. If a bill is not paid within 30 days, a late charge of one and a half percent per month on the unpaid invoice shall be added to the balance owed, commencing with the next statement and continuing until paid.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that if a client does not pay an invoice within 60 days of mailing, we assume the client is, for whatever reason, refusing to pay. We will then advise the client by letter that the client may pay the invoice within 14 days or the firm will take appropriate steps to withdraw as attorney of record. If the delay is caused by a problem in the invoice, we must rely upon the client to raise that with us during the 14-day period. This same policy applies to fee arrangements which require the client to replenish fee deposits or make deposits for anticipated costs.

From time to time clients have questions about the format of the bill or description of work performed. If you have any such questions, please ask them when you receive the bill so we may address them on a current basis.

Changes in Fee Arrangements and Budgets

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance payment to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed upon in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 8.

MEETING DATE: 3/14/2017

DEPARTMENT: COUNTY COUNSEL

DEPT HEAD/DIRECTOR: Matthew Granger

AGENDA ITEM PREPARER: Barbara Thompson

SBC DEPT FILE NUMBER: 160

SUBJECT:

COUNTY COUNSEL'S OFFICE - M. GRANGER

Approve Hiring of Deputy County Counsel II, at Step D, and Deputy County Counsel II, at Step F.
SBC FILE NUMBER: 160

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The County Counsel's Office has been recruiting for an Assistant County Counsel for over a year and a Deputy County Counsel for over two months. The candidate pool for these two positions has been limited in the number of qualified candidates who have applied. It has been determined to be in the best interests of the County to fill the vacant Deputy County Counsel, and then under-fill the Assistant County Counsel position with a second Deputy County Counsel, rather than waiting additional time for a qualified Assistant County Counsel to apply.

Although a learning curve will be required, as both deputies are being brought on at the Deputy County Counsel II level, these two individuals are strong candidates, both of them being bright, dedicated and personable. The candidates are brought before the Board of Supervisors today for

approval to hire above the "C" step as further set forth below.

Candidate 1:

The first candidate is currently a Deputy County Counsel II at Tehama County Counsel's Office. This candidate has excellent references, including from her current supervisor, Arthur Wylene, Tehama County Counsel. She has worked in the areas of code enforcement, litigation (TRO's, contested conservatorships, and bail bond motions), drafting ordinances, reviewing contracts, and responding to public records requests. She has interest and experience in the area of land use, including appearing before the Planning Commission. She has been involved in 900+ code enforcement actions and 75+ cost recovery actions to enforce outstanding abatement costs and/or administrative penalties. The Candidate is a graduate of Golden Gate University Law school, and originally is from Cupertino California. Step D is requested which would equate to a 7.5% increase in her current salary; this would help to cover the additional cost of living in this area.

Candidate Two.

Candidate 2 is a Harvard law school graduate, where she was Editor of the Harvard Environmental Law Review. She is currently a 4th year Associate Attorney at a large law firm in the San Francisco Bay Area. She has experience in negotiating and drafting complex commercial agreements on behalf of well-known clients, as well as participating in motion and trial preparation in significant litigation matters. Her litigation experience includes drafting dozens of motions to dismiss, motions to compel, motions in limine, and motions for summary judgment. She also has deposition and arbitration experience. She currently serves as the lead attorney responsible for litigation threat analysis and risk management for a household name Silicon Valley firm. She currently earns \$230,000 annually. Therefore, bringing her on at Deputy County Counsel II, Step F, at an annual rate of \$85,757.57, will result in an income just 37% of her current salary. While she has strong ties to the local community and would like to relocate to this area, she has requested compensation reflecting her education and experience.

County finance and human resources have reviewed and approved this request.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Approve Hiring of Deputy County Counsel II, at Step D, and Deputy County Counsel II, at Step F.

ADDITIONAL PERSONNEL:



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 9.

MEETING DATE: 3/14/2017

DEPARTMENT: COUNTY COUNSEL

DEPT HEAD/DIRECTOR: M. Granger

AGENDA ITEM PREPARER: Barbara Thompson

SBC DEPT FILE NUMBER: 160

SUBJECT:

COUNTY COUNSEL'S OFFICE - M. GRANGER

Approve settlement in the amount of \$10,647.54, as San Benito County's share of a settlement between various state attorney generals and Barclays Bank PLC and Barclays Capital Inc.

SBC FILE NUMBER:160

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The notice letter provided to San Benito County indicates San Benito County is eligible to share in a \$93,350,000 settlement fund. San Benito County's share is \$10,647.54. The settlement agreement is a result of an out-of-court settlement between Barclays Bank PLC and Barclays Capital inc. (hereinafter "Barclays") and 45 State Attorneys General, including the Attorney General of the State of California. The settlement relates to alleged conduct which may have affected the LIBOR Benchmark Interest Rate on certain financial instruments the County participated in.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:**CURRENT FY COST:**

n/a

STAFF RECOMMENDATION:

1. Approve proposed settlement and authorize CAO to sign (1) the "Election to Participate in Settlement with Barclays Bank PLC and Barclays Capital Inc., and (2) Release by Eligible Counterparties.

ADDITIONAL PERSONNEL:**ATTACHMENTS:**

Description

release

Upload Date Type

3/6/2017

Standard Contract



FOR INTERNAL USE ONLY

Claim No: 41112025

Control No: 215

ELECTION TO PARTICIPATE IN
SETTLEMENT WITH BARCLAYS BANK PLC AND BARCLAYS CAPITAL INC.

YOUR SUBMISSION MUST BE POSTMARKED NO LATER THAN MARCH 10, 2017

SAN BENITO COUNTY, hereby elects to participate in the Settlement Agreement Among the Attorneys General of the States and Commonwealths of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming and Barclays Bank PLC and Barclays Capital Inc., dated August 8, 2016. The Attorneys General of Indiana and Louisiana are also parties to the Settlement Agreement.

By signing below, I am confirming that: (1) I have authority to act on behalf of the Eligible Counterparty; and (2) the Eligible Counterparty was the counterparty to each of the Benchmark Interest Rate Financial Instruments listed in Attachment A.

County of San Benito

Print or Type Name of Counterparty

Signature

Ray Espinosa, County Administrative Officer

Title and Capacity of Person Signing

3/14/17

Date

481 Fourth St., Hollister, CA 95023

Address

831-636-4000

Phone Number

Respino@cosb.us, with a copy to: bthompson@cosb.us

Email Address

ATTACHMENT A

A	B	C	D	E
Transaction Type	Description	Date	Notional/Principal Amt.	CUSIP
CD	Complex CD Issue	8/5/2009		
CD	Complex CD Issue	3/29/2010		
CD	Complex CD Issue	3/29/2010		
CD	Complex CD Issue	2/3/2011		

RELEASE BY ELIGIBLE COUNTERPARTIES

This release executed this 14th day of March, 2017 by the Releasor (as defined below) in favor of the Releasee (as defined below).

DEFINITIONS

1. "CFTC Order" shall mean the settlement reached between Barclays PLC, Barclays Bank PLC, Barclays Capital Inc. and the U.S. Commodity Futures Trading Commission ("CFTC"), which is memorialized in an order, dated June 27, 2012.
2. "DOJ Settlement" shall mean the settlement reached between Barclays Bank PLC and the U.S. Department of Justice, which is memorialized in a Non-Prosecution Agreement, an addendum and amendment, dated June 26, 2012, September 28, 2012 and June 17, 2014, respectively.
3. "FSA Final Notice" shall mean the final notice issued by the U.K. Financial Services Authority (the "FSA") to Barclays dated June 27, 2012.
4. "Releasor" shall mean SAN BENITO COUNTY and any of its divisions, affiliates, subsidiaries, groups, associates, general or limited partners or partnerships, predecessors, successors or assigns, including, without limitation, any of their respective present officers, trustees, employees, agents, attorneys, representatives and shareholders, affiliates, associates, general or limited partners or partnerships, heirs, executors, administrators, predecessors, successors, assigns or insurers acting on behalf of Releasor.
5. "Releasee" shall mean Barclays Bank PLC, and any and all of its parents, subsidiaries, divisions, groups, affiliates and partnerships, including without limitation, Barclays PLC and Barclays Capital Inc., and any of their respective current or former officers, directors, employees and agents (collectively, "Barclays").
6. "Relevant Conduct" shall mean (i) the conduct set forth in the Allegations in the Settlement Agreement; and (ii) any and all conduct alleged or set forth in the CFTC Order, DOJ Settlement or FSA Final Notice.
7. "Benchmark Interest Rate Financial Instrument" shall mean any and all financial instruments or transactions in which the interest rate, settlement amount, or any other payment term references LIBOR or Euribor, including but not limited to interest rate swaps, forward rate agreements, futures, options, structured products, auction rate securities, collateralized debt obligations, fixed income instruments, floating rate notes, mortgage-backed securities, and variable rate bonds.
8. "Settlement Agreement" shall mean the Settlement Agreement by and between Barclays Bank PLC, Barclays Capital Inc. and the Attorneys General of the States and Commonwealths of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming and of all other states, territories and commonwealths who join the Settlement Agreement as provided for therein, dated August 8, 2016.
9. "Effective Date" shall mean the Effective Date of the Settlement Agreement.

RELEASE

10. In consideration of the receipt by Releasor of \$10,647.54 relating to one or more Benchmark Interest Rate Financial Instruments, payment of which is made by Barclays in accordance with the terms of the Settlement Agreement, Releasor hereby releases Releasee from all civil claims, counterclaims, cross-claims, setoffs, civil causes of action of any type (whether common law, equitable, statutory, regulatory or administrative, class, individual or otherwise in nature, and whether reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured) and claims for damages, restitution, disgorgement, or rescission, and liabilities of any nature, including, but not limited to, costs, fines, debts, expenses, penalties and attorneys' fees, known or unknown, that it has against the Releasee, arising out of the Relevant Conduct during the period of January 1, 2005 through December 31, 2009, including, but not limited to, any and all claims that have been or could be asserted in (a) any action that has been transferred to the U.S. District Court for the Southern District of New York or the U.S. District Court for the Central District of California for coordination or consolidation in *In re LIBOR-Based Financial Instruments Antitrust Litigation* (No. 11-md-2262), *Laydon v. Mizuho Bank, Ltd. et al.* (No. 12-cv-3419), *Sonterra Capital Master Fund Ltd. et al. v. UBS AG et al.* (No. 15-cv-05844), *Sonterra Capital Master Fund Ltd. et al. v. UBS AG et al.* (No. 15-cv-03538), *Galope v. Deutsche Bank*

National Trust Company et al. (No. 12-cv-00323) or *Sullivan et al. v. Barclays PLC et al.* (No. 13-cv-2811); (b) any action that is subsequently transferred to the U.S. District Court for the Southern District of New York or the U.S. District Court for the Central District of California for coordination with or consolidation in the actions set forth in subsection (a) of this paragraph; or (c) any other action wherever filed that asserts claims based on the Relevant Conduct.

11. Notwithstanding that the release described in Paragraph 10 operates to extinguish, among all claims described in and released by Paragraph 10, any and all Euribor-related claims arising out of the Relevant Conduct during the period of January 1, 2005 through December 31, 2009 ("Euribor-related Claims"), the Releasee hereby agrees that, if the Releasor is a member of the conditionally-certified settlement class contemplated by the Settlement Agreement between Plaintiffs and the Barclays Defendants in *Sullivan et al. v. Barclays PLC et al.*, No. 13-cv-2811 (S.D.N.Y.) (Dkt. No. 218-1) (the "Class Action") or, in the event that such settlement is not finally approved, or if it is terminated for any reason, the settlement class contemplated by any subsequent settlement that is reached by Barclays to resolve the Class Action (collectively, a "Euribor Class Settlement"), the release set forth in Paragraph 10 shall not prohibit the Releasor from making a claim to participate in the settlement fund established by any Euribor Class Settlement. For the avoidance of doubt, this Paragraph shall not apply to any Releasor that opts out of any Euribor Class Settlement: should any Releasor opt out of any Euribor Class Settlement, the release described in Paragraph 10 shall be given full effect, which will extinguish the Releasor's Euribor-related Claims. Similarly, and also for the avoidance of doubt, if no Euribor Class Settlement receives final approval by the Court, the release described in Paragraph 10 shall be given full effect, which will extinguish all Releasors' Euribor-related Claims.
12. The Releasor intends by this Release to settle with and release only Releasee and does not intend this Release to extend to, to release or otherwise to affect in any way any rights that the Releasor has or may have against any other party or entity whatsoever, other than Releasee.
13. Releasor hereby waives any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code Section 1542, which provides: "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." This provision shall not be deemed to turn a specific release into a general release.
14. The Releasor represents and warrants that the released claims have not been sold, assigned or hypothecated, in whole or in part.
15. The Releasor and Releasee understand and agree that this agreement and any disputes arising out of this agreement shall be governed by the laws of the State of New York without regard to its conflict of laws principles.

County of San Benito

Print or Type Name of Counterparty (Releasor)

Signature

Ray Espinosa, County Administrative Officer

Title and Capacity of Person Signing

3/14/17

Date

481 Fourth St., Hollister, CA 95023

Address

831-636-4000

Phone Number

REspinosa@cosb.us with a copy to: Bthompson@cosb.us

Email Address



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 10.

MEETING DATE: 3/14/2017

DEPARTMENT: DISTRICT ATTORNEY

DEPT HEAD/DIRECTOR: Candice Hooper

AGENDA ITEM PREPARER: Patricia Salcedo

SBC DEPT FILE NUMBER: 205

SUBJECT:

DISTRICT ATTORNEY'S OFFICE - C. HOOPER

Approve Out-of-State Travel for 3 staff members to attend the Karpel National User Group Meeting April 10-13, 2017 held in St. Louis, Missouri; approve budget adjustment/transfer in the amount of \$2,500.00. (4/5 vote)
SBC FILE NUMBER: 205

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Beginning September 2016, the San Benito County District Attorney's Office, including Victim Witness Services Program began using the PROSECUTOR by KARPEL data management system. This online system has been used to track and manage cases more efficiently and effectively. PROSECUTOR by KARPEL provides an integrated, comprehensive, fully online and easily accessible database utilized by the entire staff at the District Attorney's Office. Utilizing this system to perform daily operations has proven beneficial and will continue as the department gains familiarity and experience in its use.

The Karpel National User Group Meeting will be held April 11-13, 2017 in St. Louis, Missouri. By

attending this hands-on training, staff will increase their knowledge and gain valuable insight on how to trouble shoot areas of concern and better utilize the various functions of the system. The PROSECUTOR by KARPEL data management system is used in nearly all aspects with processing cases in the DA's office. For example, integrated scanning, document generation, redaction/bates numbering, electronic discovery, electronic transfer from police, electronic filing with courts, eDiscovery, Microsoft Outlook court calendaring, sentencing management, evidence and investigation tracking, victim service configurations, victim case management, statistical reports, and service delivery records. Having well trained staff in this system is critical in streamlining the daily processes that enter and exit out of the DA's Office. Partial funding for this request is already allocated in the FY16/17 Victim Witness Budget. Additional funding is being offset by AB109 funds and general funds.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

251.45.2980.1000.619.194-200, 101.45.1205.1000.619.194-200

CURRENT FY COST:

Estimated amount \$4,734

STAFF RECOMMENDATION:

It is recommended that the Board of Supervisors approve the Out-of-State Travel for 3 staff members from the District Attorney and Victim Witness to attend the Karpel National User Group Meeting in St. Louis, Missouri for a period of April 10-13, 2017.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Karpel Training	3/3/2017	Cover Memo
Airfare	3/3/2017	Cover Memo
Out of State Travel Form	3/6/2017	Misc
Budget Adjustment/Transfer	3/6/2017	Budget Adjustment/Transfer Form

PROSECUTORbyKARPEL National User Group Agenda
April 11 - 13, 2017

Day	Time	General Session- Regency Ballroom C	Regency A	Regency B	Sterling 9	Sterling 6
Tuesday	7:30 am - 9:00 am	Registration- Foyer (coffee/tea/juice, assorted breakfast breads and fruit will be available)				
	9:00 am - 10:30 am					
	10:30 am - 11:00 am					
	11:00 am - Noon					
	Noon - 1:30 pm					
	1:30 pm- 3:00 pm	Lunch on your own It's an eWorld	Templates (Beginners)	Case Expenses	SSRS Reports (Beginners)	Lab option
	3:00 pm - 3:15 pm	Break Event Code Management	Templates (Intermediate)	Securing cases in PBK	SSRS Reports (Intermediate)	Lab option
	3:15 pm -5:00 pm					
	5:30 pm - 7:30 pm	Welcome Reception -Rooftop patio, 18th floor (Gateway West in case of rain)				
Wednesday	7:30 AM - 9:00 AM	Breakfast buffet- Park View (4th floor)				
	9:00 am - 10:30 am					
	10:30 am -10:45 am	Break The file-less prosecutor	Templates (Beginners)	CIJS- joint presentation with FBI	SSRS Reports (beginners)	Lab option
	10:45 am - Noon					
	Noon - 1:30 pm	Lunch on your own				
	1:30 pm- 3:00 pm	File-less Paradigm Shift	Templates (Intermediate)	Disposition, Diversion, Special Programs	SSRS Reports (Intermediate)	Lab option
	3:00 pm - 3:15 pm	Break Civil Case Design				
	3:15 pm- 5:00 pm		Investigation Tracking	VOCA and other grant reporting		lab option
	5:30 PM?	Leave for St. Louis Science Center				
Thursday	7:30 am - 9:00 am	Breakfast buffet- Park View (4th floor)				
	9:00 am -10:30 am					
	10:30 am - 10:45 am	Break PBK Tips and Tricks		Best practices		Lab option
	10:45 am - Noon					

PROSECUTORbyKARPEL National User Group Agenda
April 11 - 13, 2017

2017 Session Descriptions

Tuesday, April 11th

<p>Welcome and 6.2 Overview- Jeff Karpel <i>Learn all about the latest release of PBK and decide how your office will embrace this new technology.</i></p>	<p>Document Templates (Beginners) – Tina Meyer <i>Learn approaches to creating basic document templates, file labels, and envelopes from scratch while also learning tips and tricks to be efficient. This session will also include Data Source discussion; how to modify merge fields to pull in signatures into documents; Creation of sample documents to include a defendant letter, victim/witness letter, motion, and order as well as demonstrating how to test documents for accuracy.</i></p>
<p>Karpel Foundation Update- Jeff Karpel <i>Our Judicial System can be better. Let's learn together about what some counties are doing to make a difference with the help of our foundation.</i></p>	<p>Case Expenses- How to track litigation cost – Laurie Duke <i>Learn how to track the amount of costs you incurred while prosecuting a case. We will go over maintenance setup, how to use on a case along with running reports.</i></p>
<p>Keynote- Justice Denied Solicitor Kevin Brackett from York, South Carolina and Karpel Foundation Board member will discuss prosecution best practices used by the most efficient offices in America.</p>	<p>SSRS Reports (Beginner)- Dave Sanders Join Dave Sanders to learn the basics of SSRS Report Builder.</p>
<p>It's an eWorld- Jeff Karpel <i>Learn how eDiscovery can generate revenue for your office and cut costs at the same time. Then, see how your police officers will appreciate receiving subpoenas without all the paperwork using eSubpoena. Finally, learn how to do yourself (and Judge) a favor with electronic law enforcement referrals and by electronically filing your cases with the court.</i></p>	<p>Document Templates (Intermediate/advanced) – Tina Meyer <i>In this session, we'll review the "infamous" IF/ASK statements, bookmarks, and the user friendly Developer Tools and highlight how to duplicate an answer throughout a given document by the use of the Word Content Control Kit. Discussions on headers, footers, section breaks, page breaks, and the use of tables to maintain formatting will round out this session.</i></p>
<p>Event Code Management – Laurie Duke <i>Replace multiple event codes with single, more powerful events along with Prompt-less Dispositions and Events (no more build/add?) Emails, Reminders, Deadlines and much more.</i></p>	<p>Securing cases in PBK – Mike Baker <i>Setting additional security within PBK is simple and easy to do. Secure your person, case, and document screens from unauthorized users.</i></p>
	<p>SSRS Reports (Intermediate)- Dave Sanders <i>Take what you learned in the Beginners class and delve a bit deeper into SSRS Report Builder.</i></p>

PROSECUTORbyKARPEL National User Group Agenda
April 11 - 13, 2017

Wednesday, April 12th

<p>What's up with You? <i>Interactive session for you to share your initiatives and challenges and learn what other offices are doing throughout the Karpel World.</i></p>	<p>SSRS Reports (Beginner)- Dave Sanders <i>Join Dave Sanders to learn the basics of SSRS Report Builder.</i></p>
<p>The File-less Prosecutor – Using PBK in the courtroom- Steve Kretzer <i>Learn the areas and features of PBK and how to bring them all together to handle everything from routine hearings to evidentiary hearings in Court without a paper file.</i></p>	<p>Document Templates (intermediate/advanced) – Tina Meyer <i>In this session, we'll review the "infamous" IF/ASK statements, bookmarks, and the user friendly Developer Tools and highlight how to duplicate an answer throughout a given document by the use of the Word Content Control Kit. Discussions on headers, footers, section breaks, page breaks, and the use of tables to maintain formatting will round out this session.</i></p>
<p>File-less Paradigm Shift – Jeff Karpel and Hal Nutt <i>Want to hear from a customer that went File-less? Hal Nutt, Chief Deputy District Attorney from Merced California will join us on What to do, what NOT to do? Ask questions and get answers to this daunting task.</i></p>	<p>Disposition, Diversion and Special Programs – Laurie Duke <i>Best practices to properly dispose your case along with entering sentencing & terms of probation. Learn the easiest way to handle your Diversion programs.</i></p>
<p>Civil Case Design – Jeff Karpel <i>Does your office manage or advise the County on Civil matters? Use PBK for those cases! This session will show you how.</i></p>	<p>SSRS Reports (Intermediate)- Dave Sanders <i>Take what you learned in the Beginners class and delve a bit deeper into SSRS Report Builder.</i></p>
<p>Document Templates (Beginners) – Tina Meyer <i>Learn approaches to creating basic document templates, file labels, and envelopes from scratch while also learning tips and tricks to be efficient. This session will also include Data Source discussion; how to modify merge fields to pull in signatures into documents; Creation of sample documents to include a defendant letter, victim/witness letter, motion, and order as well as demonstrating how to test documents for accuracy.</i></p>	<p>VOCA and other grant reporting – Laurie Duke <i>Victim Services configuration and techniques to leverage PBK grant reporting features</i></p>
<p>CIS joint presentation with FBI – Matt Ziemianski <i>Learn the latest recommendations about CIS and how it pertains to your data. How can you be proactive in making sure your data is protected from inside your office.</i></p>	<p>Investigation Tracking – Mike Baker <i>You can use PBK to request and track investigations. Grant investigators access to PBK event codes to produce results that can be accessed in the documents tab and Court Face Sheet.</i></p>

PROSECUTORbyKARPEL National User Group Agenda
April 11 - 13, 2017

Thursday- April 13th

Network Security Best Practices – Tony Morris <i>Organizations are finding themselves dealing with an increased number of security threats including viruses, ransomware and phishing emails. In this session you will learn the methodology that INSIGHTbyKarpel utilizes to protect the interest of our clients from these ever changing threats</i>	PBK Tips and Tricks. Little known but useful PBK features – Jeff Karpel <i>Join us for this session packed full of little known features that is sure to improve your overall PBK experience and make your daily activities more efficient.</i>
Best Practices – Mike Baker <i>We'll discuss data entry practices to ensure you have clean, reportable data. We'll also look at document organization in the PBK 6.X and the new folder structure.</i>	

Lab Option- Take advantage of our lab option throughout the entire conference. Meet with Scott Crause and members from our help desk for some one-on-one assistance with an issue, or “how to” instructions on any subject.

TO: Honorable Board of Supervisors, County of San Benito

DATE: March 6, 2017

Pursuant to Section 24058 of the Government Code, State of California, request is hereby made for an order by your honorable body making the expenses of attending the following meeting/conference, a charge against the County of San Benito:

Person(s) & Department Incurring Expense	Dates	Location and Nature of Meeting
Candice Hooper Judy Garner Patricia Salcedo	April 10-13, 2017	St. Louis Missouri Prosecutor by Kaprel Data Management Systems Training

ESTIMATED COSTS: ☐ GENERAL FUND
SPECIFY

X IF OTHER, PLEASE

CCP Funds (2 Persons)
Victim Witness Funds (1 Person)

REGISTRATION: \$825
MILEAGE: \$192
LODGING: \$1314
MEALS: \$486
AIRFARE: \$1590
Other: \$327
TOTAL: \$4734

Cab/Shuttle Airport Parking

☐ APPROVED

☐ NOT APPROVED

SIGNATURE: _____

TITLE: _____

DATE: _____

**COUNTY OF SAN BENITO
BUDGET ADJUSTMENT/TRANSFER**

Please Indicate Type:

Fiscal Year: FY2016-17
Department: District Attorney
Org Key: 1205

- ☒ **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)

<u>Org Key:</u>	<u>Object No:</u>	<u>Description</u>	<u>Decrease/ Rev. Increase</u>	<u>Increase</u>
101.45.1205.1000.590.001		Transfer-In Interfund	\$ 2,500.00	\$ -
			\$ -	\$ -
101.45.1205.1000.619.194		Training	\$ -	\$ 420.00
101.45.1205.1000.619.196		Lodging	\$ -	\$ 660.00
101.45.1205.1000.619.198		Meals	\$ -	\$ 250.00
101.45.1205.1000.619.200		Transportation	\$ -	\$ 900.00
101.45.1205.1000.619.206		Travel - other	\$ -	\$ 270.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total			\$ 2,500.00	\$ 2,500.00

Comments: Partial cost of expenses for three (3) D.A. staff to attend out-of-state travel for Carpal Software Training in St. Louis, Missouri from April 11-13, 2017.
AB109 Funding was approved by CCP on 3-6-17 to fund 1.5 staff to attend this training for D.A.'s new data management system.

Transfer in from AB109 Funding - 411.15.4040.1000.670.000

Submitted: *C. Chavez* 3/6/2017
Department Head/Authorized Signature Date

Verification of Sufficient Funds: *Mina C. Cruz* 3/6/17
Auditor-Controller Date

Approval: _____ Date
Administrative Officer

Approval by Board of Supervisors

Attested: _____ Date
Clerk of the Board: _____ Vote: _____ Yes _____ No

AUDITOR USE ONLY

Budget Adjustment No: _____

Date Batch Input Completed: _____ By: _____



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 11.

MEETING DATE: 3/14/2017

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: James Rydingsword

AGENDA ITEM PREPARER: Cynthia Larca

SBC DEPT FILE NUMBER: 130.1

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD

Receive a report on the status of the proposed elimination of In Home Supportive Services (IHSS) Maintenance of Effort (MOE) cost sharing arrangement.

SBC FILE NUMBER: 130.1

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

As a part of the Governor's proposed 2016-17 State Budget it is proposed to eliminate the Coordinated Care Initiative (CCI) in seven pilot California counties, dismantle the county In Home Supportive Services (IHSS) Maintenance of Effort (MOE) cost sharing arrangement, dissolve the Statewide IHSS Authority, and shift collective bargaining for IHSS workers from the Statewide IHSS Authority to the seven CCI counties.

This proposal does not need Legislative approval or concurrence and will create an estimated cost shift to San Benito County of approximately \$585,000. These IHSS funds were originally part of 1991 Program Realignment. The Governor proposes to reinstitute the County Share to 35% of the nonfederal costs of the IHSS program.

The assumption of the Governor is that this cost shift would be borne by local funds in counties, including County General Funds, and by those programs covered under 1991 Program Realignment which includes Social Services, Public Health, and Mental Health. There are apparently no provisions for local counties to adjust the IHSS program to deal with this proposed cost shift. The provisions of 1991 Program Realignment allow local Boards of Supervisors (BOS) to shift dollars, upon an annual BOS finding, up to 10% of 1991 Program realignment funds between the Realigned program accounts. Such a finding would have negative impacts on programs that serve children, health prevention, and mental health services in San Benito County. Without such a finding, the impact will be borne by the County General Fund.

The County sent the attached letter to our state legislators and the Health & Human Services Agency will brief the Board on the current status.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

N/A

CURRENT FY COST:

0.00

STAFF RECOMMENDATION:

Receive a report and the County's letter to state legislators on the status regarding proposed elimination of IHSS MOE cost sharing arrangement.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Board Letter Regarding IHSS MOE Elimination	2/28/2017	Board Letter

The San Benito County Board of Supervisors is deeply concerned that the Governor's proposal to eliminate the Coordinated Care Initiative (CCI), dismantle the county In Home Supportive Services (IHSS) Maintenance of Effort (MOE) cost sharing arrangement, dissolve the Statewide IHSS Authority, and shift collective bargaining for IHSS workers from the Statewide IHSS Authority to the seven CCI counties; with this change, the IHSS MOE is eliminated, and the county share of costs for IHSS will revert back to 35 percent of the non-federal share. If this proposal moves forward it will have a negative impact how San Benito County supports low income families.

This shift is estimated to cost California Counties \$623 million and in San Benito County we estimate it will add an additional \$585,000 in Fiscal Year 2017-18, and is expected to continue to increase in future years. As a small California County with competing demands on limited resources, this move by the Governor will place an undue burden on Social Service and Public Health programs that depend on the historical Program Realignment agreements between the State of California and its County partners.

We know that State Associations like RCRC and CSAC have joined with their county partners and are in discussions with the Governor's Department of Finance to convey the impacts of this budget change. We have long supported the strong partnership of the State and Counties through both good and bad economic times in California and believe it is imperative that the Governor acknowledge and honor the long standing agreements of 1991 Program Realignment.

We urge you to represent the interests of San Benito County and our small, rural partners to help to eliminate this unfair additional burden on the Counties of California.

Signed

Jaime DeLaCruz

Chair, San Benito County Board of Supervisors



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 12.

MEETING DATE: 3/14/2017

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

Authorize Health & Human Services Department (HHSA) to participate with the counties of Plumas and Mariposa in the submission of a joint application for the Small County Whole Person Collaborative, and approve the management consultant contract with Hurst Brooks Espinosa, LLC for maximum of \$50,000 to assist in preparation of the grant application. HHSA will act as the lead agency in the administration of the contract.

SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

San Benito County HHSA is working in collaboration with two other small counties, namely Mariposa and Plumas, to form a California Small County Collaborative for the purpose of applying for Whole Person Care (WPC) grants and future grants.

In this case, California's Medicaid Section 1115 Waiver – named Medi-Cal 2020 – includes a unique pilot project opportunity called Whole Person Care (WPC) to help address the social

determinants of health for Medi-Cal beneficiaries. The overarching goal of the WPC Pilots is the coordination of health, behavioral health and social services to improve beneficiary health and well-being.

The WPC Pilot Projects will allow our counties to collaborate across county systems and with Medi-Cal managed care plans, health providers, social services providers and housing providers to address the needs of persons who are –

- Homeless.
- At risk of homelessness.
- High users of multiple systems
- Those connected to criminal justice system who need restorative justice solutions.

A second round of WPC grant funding is available from the State Department of Health Care Services (DHCS). Applications will be due to DHCS in early March 2017 for a 4-year pilot that will end by December 31, 2020. For every dollar that a government applicant commits to Whole Person Care, it will be matched with a federal Medicaid dollar. Additionally, the pilot opportunity will allow the county to receive federal match for services typically not eligible for Medi-Cal reimbursement, such as case management, housing supports and respite care.

The Small County Collaborative is working on a joint application that includes a menu of target populations that will be locally tailored by each participating county, including individuals who are high-risk and high utilizers of emergency department services; who have two or more chronic conditions; who have a serious mental illness (SMI) or substance use disorder (SUD); who are homeless or at risk of homelessness; and, who are being released from incarceration.

The Small County Collaborative is designing a programmatic structure that includes core client engagement and care coordination services that will be common across the three counties; and, support services, such as housing, post-hospital discharge and behavioral health services that will be specific to each participating county based upon that county's designated target populations and local service options. In addition, the Collaborative will work with a range of community partners and implement a common data system to better coordinate services for this complex population.

The HHSA is requesting that the Board authorize San Benito's participation in the collaborative and act as the lead agency in the administration of a management consultant contract with Hurst Brooks Espinosa, LLC to a maximum of \$50,000 to assist in preparation of the grant application. Should funding be awarded the HHSA will bring any agreements and budgetary documents to the Board for final approval.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

221.80.2285.1000.619.250

CURRENT FY COST:

50,000

STAFF RECOMMENDATION:

- 1) Authorize Health & Human Services Department (HHSA) to participate with the County of Plumas and Mariposa in submitting a joint application for the Small County Whole Person Collaborative and;
- 2) Approve the consultant contract with Hurst Brooks Espinosa, LLC for a maximum amount of \$50,000, with HHSA to act as the lead agency in the administration of the contract.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Hurst Brooks Contract	2/22/2017	Contract
Whole Person Care	2/25/2017	Cover Memo

**AGREEMENT BETWEEN
COUNTY OF SAN BENITO AND
HURST BROOKS ESPINOSA, LLC**

THIS AGREEMENT is made and entered into as of this 1st day of January, 2017, by and between the County of San Benito, a political subdivision of the State of California, on behalf of its Health & Human Services Agency (hereinafter, "County") and Hurst Brooks Espinosa, LLC. (hereinafter "Contractor").

WITNESSETH

WHEREAS, County is joining together with the counties of Mariposa and Plumas to submit a joint application (hereinafter "Application") for funding from the Department of Health Care Services as part of the Whole Person Care Pilot Program (hereinafter "Program"); and

WHEREAS, County on behalf of itself and the counties of Mariposa and Plumas desires to engage Contractors to consult in the completion and submission of the Application; and

WHEREAS, Contractor has extensive experience and expertise in the completion and submission of applications for funding from the Department of Health Care Services; and

WHEREAS, Contractor represents that they are ready, willing, and able to provide coordinated services to County as hereinafter set forth.

NOW, THEREFORE, County and Contractor mutually agree as follows:

1. SCOPE OF SERVICES

County hereby engages Contractor, and Contractor agrees to perform the services described in the scope of services attached as **Exhibit A**.

Contractor verifies they have reviewed the scope of work to be performed under this Agreement and agrees that in their professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Agreement and during the time allotted.

2. COMPENSATION

Payment for services provided as set forth in Exhibit A of this Agreement by Contractor between January 1, 2017, and June 30, 2017, shall be paid in accordance with Section 2 and 3 of this Agreement and Exhibit B. Total payments under this Agreement shall not exceed \$50,000 unless so amended in writing and approved by the County. All funds provided under this Agreement must be completely expended or obligated for expenditure by Contractor by June 30, 2017.

Contractor shall not be entitled to nor receive from County any additional consideration,

compensation, or other remuneration for services rendered under this Agreement.

3. METHOD OF PAYMENT

The method of fee for services rendered shall be as follows:

A. Contractor shall invoice County for amounts equal to the costs incurred for allowable items and at the stated hourly rate, within thirty (30) calendar days following the end of the month in which services were delivered. Invoices shall be submitted to County in a format specified by County and documented in such reasonable detail as the County's Auditor shall require to establish by documentation that the funds were expended for the intended purposes of this Agreement.

B. Upon receipt and approval of the monthly invoice, County shall remit to Contractor the amount of allowable reimbursement costs incurred in the performance of the Agreement. Such remittance shall be made to Contractor within thirty (30) calendar days after timely receipt of Contractor's invoice expenditure and any other required information for each preceding calendar month.

C. Contractor is responsible for the repayment of all audit exceptions resulting from audits performed by County, state or federal agencies directly related to this Agreement up to that maximum amount paid by County to Contractor under this Agreement.

D. Invoices and audits shall be submitted to:
Attention: HHSA Fiscal Services
San Benito County Health & Human Services Agency
1111 San Felipe Rd. #206
Hollister, Ca. 95023

E. All Contractor charges shall be supported by records that document consulting time and travel time provided by Contractor and any subcontractor, as well as documentation of travel, lodging and ancillary costs, including appropriate original receipts, as set forth in Exhibit B.

F. Contractors shall retain financial, programmatic, client data and other service records for five (5) years from the termination of this Agreement.

4. TIME

Time for performance of this Agreement is of the essence.

5. TIME OF PERFORMANCE

This Agreement shall remain in full force and effect from January 1, 2017 to June 30, 2017.

6. MODIFICATION AND TERMINATION WITHOUT CAUSE

This Agreement may be modified only by a written amendment signed by the parties.

This Agreement may be terminated by County or Contractor, at any time, without cause, upon ten (10) days written notice to the other parties.

Following termination, Contractor shall turn over to County all completed deliverables and then shall be reimbursed for the value of services performed in good faith that are due and unpaid at the time of termination not to exceed the maximum amount payable under this Agreement.

7. TERMINATION BY DEFAULT

If Contractor defaults in their performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within five (5) days after notification or if the default requires more than five (5) days to cure and Contractor fails to commence to cure the default within one (1) day after notification, Contractor's failure shall terminate this Agreement.

Alternatively, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

If this Agreement is terminated because of Contractor default, County shall be entitled to recover from Contractor all damages allowed by law.

8. CLOSING OUT

Contractor is responsible for County's receipt of a final claim for payment by completion of work. County shall promptly pay Contractor's final claim for payment providing Contractor has provided all obligations undertaken pursuant to this Agreement. If Contractor has failed to perform all such outstanding obligations, County shall withhold from Contractor's final claim for payment the amount of such services owed by Contractor.

9. WARRANTY

County relies upon each Contractor's professional ability and training as a material inducement to enter into this Agreement. Contractor warrants they will, at all times utilizing their ability, experience, and talent, faithfully, industriously, and professionally perform to County's reasonable satisfaction. They further warrant they will perform their services in a coordinated fashion according to generally accepted professional practices and standards and the requirements of applicable federal, state, and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

Contractor further warrants they possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, as may be required to perform the work under this Agreement.

10. INSURANCE

Insurance amounts.

A. Without limiting County's right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide a Certificate of Endorsement from Contractor's Insurance Carrier guaranteeing such coverage to the County. Such Certificate shall be mailed as set forth under Section 22, Notices. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury, and property damage. County and its officers, employees, and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26, or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand Dollars (\$500,000) per accident, and for property damages not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against County.

4. Professional Liability. \$1,000,000 limit per occurrence and \$2,000,000 annual aggregate limit covering Contractors' wrongful acts, errors and omissions.

B. Insurance Conditions.

1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by County's Risk Manager.

2. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

11. INDEMNIFICATION

Contractor has the contracted duty (hereinafter, "the duty") to indemnify, defend, and hold harmless, County, its Board of Supervisors, officers, employees, agents, and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract, or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages, or as otherwise alleged to be caused to any person or entity including, but not limited to, employees, agents, and officers of each Contractor.

Contractor's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct, or negligent conduct of any kind, on the part of Contractor, its agents, sub-Contractors, and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of County. This duty shall arise at the first claim or allegation of liability against County. Contractor will on request and at its expense defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

This indemnification specifically includes any claims that may be made against County by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement.

These indemnification obligations shall survive the termination of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

12. INDEPENDENT CONTRACTOR

A. Contractor is an independent Contractor and not an agent, officer, or employee of County. Contractor is subject to the direction and control of County except as to the final result contracted for under this Agreement. County may not require Contractor to change its manner of doing business, but may require redirection of efforts to fulfill this Agreement. Contractor shall have any claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental, or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

B. Contractor is solely obligated to pay all applicable taxes, deductions, and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare. Contractors shall each indemnify and hold County harmless from any liability which County

may incur because of Contractor's failure to pay such obligations.

C. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly, and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

13. COMPLIANCE WITH LAW

Contractor shall comply with the provisions set forth in **Exhibits C** of this Agreement which are made binding upon the County and shall also be binding upon the Contractor as though made applicable to the Contractor directly. Contractor shall indemnify and hold County harmless from any loss, damage or liability resulting from a violation on the part of Contractor on such rules, regulations, requirements and directives.

14. CONFIDENTIALITY

Contractor shall prevent unauthorized disclosure of any confidential information whether provided by County or the counties of Mariposa and Plumas. Contractor shall not use such confidential information for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

15. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers, and any subcontractor have no interest and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Services rendered by Contractor's associates or employees or subcontractor shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor warrants that they are knowledgeable regarding Government Code section 8350 *et seq.* regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. INSPECTION

A. Single Audit Act Clause: Contractor, as a vendor of State and Federal financial assistance, agrees to conduct an annual audit in accordance with the requirements of the Single Audit Act of 1984. Such audit shall be delivered to the County's Auditor-Controller and Health & Human Services Agency for review no later than December 31, 2017.

Failure to perform the requisite audit functions as required by this paragraph may result in County performing any necessary audit tasks or, at County's option, in County contracting with a public accountant to perform the audit, at Contractors' sole expense.

B. Audit Findings/Exceptions/Sanctions. Contractor is responsible for any and all audit findings, exceptions, and sanctions directly related to Contractor's performance under this Agreement, up to the maximum amount paid by County to Contractor under this Agreement. Under no circumstances is the County responsible for these costs relative to this or any other agreement.

18. NONDISCRIMINATION

In rendering services under this Agreement, Contractor and any subcontractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or any other prohibited basis.

19. SUBCONTRACTOR AND ASSIGNMENT

Services under this Agreement are deemed to be personal services. Contractor may subcontract any portion of services performed under this Agreement to Kemper Consulting Group and provide billings for such services in accordance with the payment terms set forth in Exhibit B. Contractor shall not subconsult with any other subcontractor for any work under this Agreement nor assign this Agreement without the prior written consent of the County, subject to any required state or federal approval.

Assignment by Contractor of any monies due shall not constitute an assignment of the Agreement.

20. UNFORESEEN CIRCUMSTANCES

No party is responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond the party's reasonable control, provided the affected party or parties give written notice to the other parties of the cause of the delay within two (2) days of the start of the delay.

21. OWNERSHIP OF DOCUMENTS

County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence, or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by County or upon completion of the work pursuant to this Agreement. County's reuse of any such materials on any project other than the project for which they were originally intended shall be at County's sole risk.

No material prepared in connection with the project shall be subject to copyright in the United States or in any other county.

22. NOTICE

All notices shall be given in writing by electronic mail or by personal delivery. Notice is effective as of the date of personal delivery or the e-mail is sent.

COUNTY:

James Rydingsword, Director
San Benito County H&HSA
1111 San Felipe Rd. #206
Hollister, Ca. 95023
Phone No: (831) 636-4180
jrydingsword@cosb.us

CONTRACTOR:

Kelly Brooks-Lindsey, Partner
Hurst Brooks Espinosa, LLC.
1127 Eleventh St. #805
Sacramento, CA 95814
Phone No: (916) 272-0011
kbl@hbeadvocacy.com

23. CHANGES AND AMENDMENTS

Either party may request changes in the scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Agreement.

The party requesting the amendment shall submit the request to amend the terms and conditions of this Agreement in writing. Any adjustment to this Agreement shall be effective only upon the parties' mutual agreement in an executed writing. All amendment requests shall be submitted in writing to the County Administrator's Office.

24. CHOICE OF LAW

The parties have executed and delivered this agreement in the County of San Benito, State of California. The laws of the State of California shall govern the validity, enforceability, or interpretation of this Agreement. San Benito County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Contractors hereby waive any rights they may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

25. THIRD PARTY BENEFICIARIES INTENDED

The counties of Mariposa and Plumas are third party beneficiaries to this Agreement.

26. SEVERABILITY

If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

27. WAIVER

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a continuing waiver of said breach or waiver of any future breach or violation.

28. EXHIBITS AND RECITALS

The Recitals and Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

29. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OF ALL PARTIES

This Agreement, including any exhibits referenced herein, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by County or Contractor other than those contained herein. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This Agreement represents the contributions of both parties, who are each represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

30. AUTHORITY

Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the Party to which its signature represents.

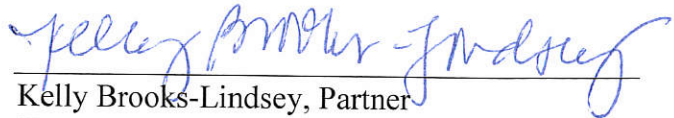
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IN WITNESS WHEREOF the parties have executed this Agreement the day and year first written above.

COUNTY OF SAN BENITO


CONTRACTOR:

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



Kelly Brooks-Lindsey, Partner
Hurst Brooks Espinosa, LLC

APPROVED AS LEGAL FORM:
Matthew Granger, County Counsel

 2-22-17

Irma Valencia, Deputy County Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Payment Terms

Exhibit C: Assurances of Compliance with County – Non Discrimination

EXHIBIT A

Scope of Work

CONTRACTOR SHALL:

1. In a coordinated manner, gather information necessary for the completion of the Application from the County and the counties of San Benito, Mariposa, and Plumas.
2. Draft Application ensuring that the narrative of each section of the Application is representative of the needs and associated activities of County and the counties of San Benito, Mariposa, and Plumas.
3. On or before February 22, 2017, complete and e-mail the DRAFT Application to County and the counties of San Benito, Mariposa and Plumas simultaneously for review prior to submittal to the Department of Health Care Services.
4. Receive approval or changes, if any, from County and the counties of San Benito, Mariposa and Plumas. Incorporate changes, if any, and finalize Application for submittal.
5. On or before its due date, submit Application to the Department of Health Care Services.
6. Provide proof of submittal to County and the counties of San Benito, Mariposa and Plumas.

COUNTY SHALL:

1. Provide contact information for the counties of San Benito, Mariposa and Plumas to Contractors.
2. With all deliberate speed, provide all necessary information to Contractors for the completion of the Application.
3. Promptly review Application as sent by Contractors and provide approval and/or changes.

EXHIBIT B

Payment Terms

County shall pay Contractor in accordance with the following requirements:

1. \$250.00 per hour for Services as described in Exhibit A, with the exception of travel time associated with meetings, site visits or directly related business matters as may be required for the provision of Services. Such travel time shall be paid at \$125.00 per hour.
2. Contractor shall submit monthly invoices for payment in accordance with Sections 2 and 3 of the Agreement.
3. All mileage expenses for travel associated with Services shall be paid at the standard IRS per diem rate.
4. Original receipts for travel costs shall be provided with the monthly billing invoice at the time of monthly billing. Original receipts shall be required for either of the following:
 - a. Lodging (costs at actual cost)
 - b. Meals (not to exceed county per diem rates)
5. Total payments under this Agreement shall not exceed \$50,000.

EXHIBIT C

Assurance Of Compliance with the San Benito County Human Services Agency For Nondiscrimination In State and Federally Assisted Programs

ASSURANCE OF COMPLIANCE IN STATE AND FEDERAL ASSISTANCE PROGRAMS.

Contractor agrees that it will comply with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d *et seq.*); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*); the Food Stamp Act of 1977, and in particular section 272.6; (7 U.S.C. § 2012 *et seq.*); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 *et seq.*); Government Code Section 11135 *et seq.*; California Code of Regulations 22 CCR §§ 98000 - 98413; 24 CCR § 3105a(e); the Dymally-Alatorre Bilingual Services Act (Government Code § 7290 *et seq.*) and other applicable federal and state laws, as well as their implementing regulations. Contractor will ensure that employment practices and provision of services under this Agreement are nondiscriminatory, and that no person shall because of race, color, creed, national origin, ethnic group identification, political affiliation, religion, marital status, sex, sexual orientation, age, or physical or mental disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination. Contractor shall immediately take any measures necessary to effectuate this Agreement.

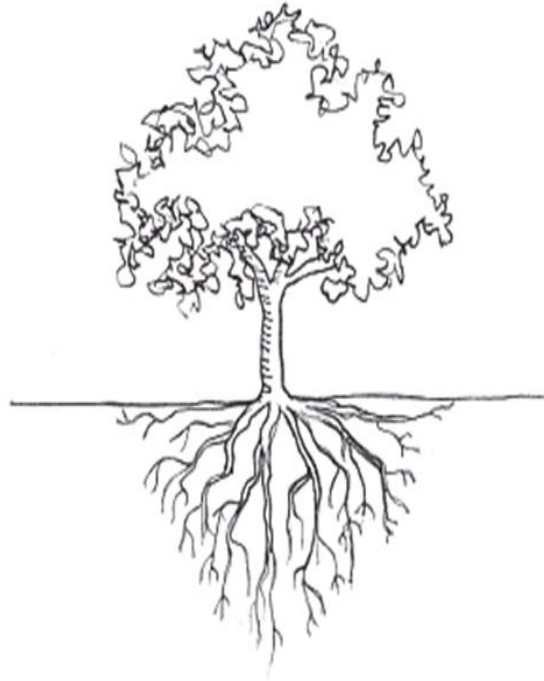
THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code § 10605, or Government Code §§ 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Kelly Brooks-Lindsey, Partner
Hurst Brooks Espinosa, LLC

Comprehensive Community Homeless Services California Small County Collaborative



**The best time to plant a tree is 20 years ago...
the second best time is today**

Whole Person Care Pilot Background

- First round of Whole Person care Pilot Applications announced by California Department of Health Care Services (DHCS) in Spring, 2016
- First round applications due June 30, 2016
- Small California counties did not apply in first round due to complex application and local resources to complete application and operate an ongoing program
- Conversation among small counties regarding a possible small county collaborative group to apply in the second round
- Favorable discussions held with DHCS on a small county collaborative pilot application and whole person care project
- Three California small counties agreed to proceed with a collaborative pilot application due in March, 2017.
- Funding begins July 1, 2107.

Proposition 47 Grant Proposal

- The Proposition 47 grant is intended to:
 - Provide mental health services, substance use disorder treatment and diversion programs for people in the criminal justice system.
 - The grant program may also provide housing-related assistance and other community-based supportive services, including job skills training, case management and civil legal services.
 - The grant can fund programs that serve adults and/or juveniles.
 - Coordinated with Probation and Community Based Organizations
 - Submitted on February 21, 2017.

At Risk Community Costs

- People at risk cost of \$18,500 to \$44,400 per year.
- People struggling with homelessness spend, on average, 3 nights per visit in the hospital which can cost over \$9,000.
- Homeless people have higher rates of chronic health problems than the general population.
- 80% of emergency room visits made by people struggling with homelessness is for an illness that could have been treated with preventative care.
- Studies show that housing coupled with supportive care management services for at risk populations decreases the number of visits to emergency departments by nearly 61%.
- Cost Savings: Providing permanent supportive housing and case management services to at risk populations.
 - Health care costs are reduced by 59%.
 - Emergency room costs are decreased by 61%.
 - General inpatient hospitalizations are decreased by 77%.

Source: <http://www.greendoors.org/facts/cost.php>

WPC 5 Year Projected Target Group

Target Populations	PY 2	PY 3	PY 4	PY 5	Totals
Homeless	25	25	25	25	100
At risk of Homeless	5	5	5	5	20
Two or more chronic conditions	5	5	5	5	20
Released from Jail	5	5	5	5	20
High Users	5	5	5	5	20
Mental health or substance abuse conditions	5	5	5	5	20
TOTALS	50	50	50	50	200

WPC Community Partners

- Community Partners:
- Hazel Hawkins
- Youth Alliance
- SBC Community Services/Workforce
- San Benito Health Foundation
- Regional Monterey-San Benito Continuum of Care
- Participating Entities
- SBC Public Health
- SBC Behavioral Health
- SBC Probation
- Anthem Managed Care
- Housing Authority of Santa Cruz

California Small County Collaborative

- Whole Person Care
 - The coordination of health, behavioral health, and social services
 - In a patient-centered manner
 - Goals of improved beneficiary health and well-being
 - More efficient and effective use of resources
- Community Goals in Whole Person Care
 - Value community partnerships and collaborations
 - Prioritize client-focused/client-centered and holistic programs and approaches
 - Foster the principles of restorative justice
 - Define traditionally underserved populations
 - Include community-based organizations
- Explore other avenues of programs and funding to support small county collaborative initiatives
 - Housing Authority Coordination of Services
 - Emergency Shelter Grants
 - Community Based Transitional Housing Grant Program
 - First-Time Homebuyer (FTHB) Subdivision Projects
 - California's No Place Like Home (NPLH) Program

Summary of Proposal

- Whole Person Care
 - The coordination of health, behavioral health, and social services
 - In a patient-centered manner
 - Goals of improved beneficiary health and well-being
 - More efficient and effective use of resources
 - A coordinated continuum of service
 - Coordinated with Proposition 47 Grant Application
- Target Populations for Whole Person Care
 - Homeless
 - Those at risk of homelessness
 - High users of multiple systems
 - Those connected to criminal justice system who need restorative justice solutions

Encourage small county collaboration & in



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 13.

MEETING DATE: 3/14/2017

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: James Rydingsword

AGENDA ITEM PREPARER: Cynthia Larca

SBC DEPT FILE NUMBER: 142.9

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD

Approve a lease agreement with Sharp Business Systems for a copier at Environmental Health's new location for \$1,944.00 per year for five years.

SBC FILE NUMBER: 142.9

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Environmental Health recently relocated to 351 Tres Pinos Rd Suite C-1. The new location does not have adequate power to support the copier that was used at the previous location. Environmental Health staff and Sharp Business Systems evaluated the power supply available and the copy needs to ensure that the machine being leased would provide adequate service. Attached is the lease agreement for the proposed machine. The new lease is at a lower cost than the previous lease and will save \$30 per month in the Environmental Health budget.

The previous copier will remain at Health and Human Services Agency main site and will be utilized by the staff that have moved into that office space. The lease for the previous machine will be paid

by the Social Services budget fund 221.80.2285.

There is adequate funding budgeted to pay for this new lease. There is no effect on the County General Fund.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

224.80.2410.619.152

CURRENT FY COST:

\$2,340

STAFF RECOMMENDATION:

Approve lease with Sharp Business Systems for a copier at the new Environmental Health location and authorize the HHSA Director to sign the lease.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description

Lease Agreement

Upload Date

2/22/2017

Type

Contract

SHARP

SHARP BUSINESS SYSTEMS

Customer Care Maintenance Agreement

Sharp Business Systems
470 Boulder Ct #100
Pleasanton, CA 94566
(P) 925-417-8400 (F) 925-417-8404

Customer Name	
San Benito Co. Health & Human Services	
Billing Address	
1111 San Felipe Rd	
City	State Zip
Hollister	CA 95023
Billing Contact	
Jackie Credico	
Phone	Fax
(831) 636-5041	
E-mail	
jcredico@cosb.us	

Equipment Covered	Model	Serial Number	ID Number	Start Meter
MKS070		to follow		
Model or Meter		Serial Number	ID Number	Start Meter
Model or Meter		Serial Number	ID Number	Start Meter
Model or Meter		Serial Number	ID Number	Start Meter
Model or Meter		Serial Number	ID Number	Start Meter
Model or Meter		Serial Number	ID Number	Start Meter

Customer Location	
SBCO Health Dept	
Location Address	
351 Tres Pinos Road, Suite C-1	
Physical Location Description	
Environmental Health Services	
City	State Zip
Hollister	CA 95023
Key Contact	
to follow	
Phone	Fax
E-mail	
Meter Contact	
Phone	Fax
E-mail	

Agreement Endorsement	
Label	Part
Yes	Yes
Drums	Yes
B Toner	Yes
C Toner	Yes
Developer	Yes
Supplies	Yes
Commod Shaded	No

Start Date
2-15-17

Detail of Charges	
Base Charge	\$ 0.00
Base Charge Frequency	Quarterly
Meter Allowance 1	Aggregates
Meter Allowance 2	B & W
Meter Allowance 3	Color
Excess Charge 1	\$ 0.0063
Excess Charge 2	\$ 0.0520
Excess Charge 3	
Term (Months)	
12	
Master Contract Number	

Authorizations	
Comments	
billed quarterly in arrears	
Authorizing Contract Number	
Purchase Order Number	
I have read and understand our obligations under the terms and conditions stated herein, and on the reverse side thereof, as the only agreement pertaining to the equipment hereunder. No other agreements apply unless expressly noted on the face of this agreement or in the contracts specified above. I understand all meter counts are based on 8.5 X 11 (minimum) single sided images unless otherwise noted.	
Customer has declined maintenance coverage at this time. The customer understands declining maintenance coverage later may incur charges in addition to the normal maintenance charges and has been informed as to the current time and material billing rates.	
Print Name	
Customer Signature	
Date	

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS SIGNED BY THE CUSTOMER AND SBC CONTRACT MANAGEMENT.

Maintenance Agreement contracts are non-refundable, non-transferable, and non-cancelable. Price does not include applicable taxes.

Sharp Business Systems is a division of Sharp Electronics Corporation.

Sharp Authorized Signature

2-6-17

Date

SBC Contract Number

Customer Signature

Date

MAINTENANCE AGREEMENT TERMS AND CONDITIONS

1. GENERAL SCOPE OF COVERAGE This Agreement covers both the labor and the material for adjustments, repair and replacement of parts ("Maintenance") as required by normal use of the equipment identified on the front page of this Agreement ("Equipment"). Maintenance does not cover charges for installation, relocation or de-installation of the Equipment. Service necessary to repair damage to the Equipment caused by misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, use of substandard facsimile (thermal) paper or substandard supplies, other causes beyond the control of SBS or such causes which would void the Equipment's warranty are not covered by this Agreement. Any such repairs identified in the preceding sentence shall be separately billed to customer and may lead to the termination of this Agreement. In addition, SBS may terminate this Agreement if the equipment is modified, damaged, altered or serviced by personnel other than the SBS Authorized Personnel, or if parts, accessories or components not meeting machine specifications are fitted to the Equipment. Maintenance shall not cover charges for repairs needed as a result of Customer or third party modifications to software or hardware.

2. MAINTENANCE VISITS Maintenance visits will be made during standard weekday business hours at the address shown on the first page of this Agreement. Maintenance visits requested for holidays, weekends or after standard business hours may result in additional charges for travel and labor pursuant to SBS's standard overtime rates in effect at the time of the Maintenance visit. SBS will not connect, disconnect, repair or otherwise service non-Sharp approved attachments, components or accessories. Customer is responsible for disconnecting and reconnecting non-Sharp approved attachments, components or accessories. Maintenance performed during a Maintenance visit includes lubrication and cleaning of the Equipment and the adjustment, repair or replacement of parts described below.

3. REPAIR AND REPLACEMENT OF PARTS Except Photocopyers (i.e. copy drums), all parts necessary to the operation of the Equipment requiring replacement due to normal wear and tear, subject to the general scope of coverage, will be furnished free of charge during a service call. Coverage for Photocopyers may also be obtained for an additional fee if selected on the first page of this Agreement.

4. MAJOR REPAIRS AND UPGRADES Major repairs resulting from misuse of the product, overall failure of the Equipment resulting from the normal end of life cycle of the Equipment and other repairs requiring more than customary repair and part replacements ("Overhaul") shall not be considered covered Maintenance. Should, in the opinion of SBS, an Overhaul be necessary for the Equipment to be in working condition, SBS will submit to the Customer an estimate of needed repairs and their additional cost. If the Customer does not authorize such Overhaul, SBS may, at its option, discontinue Maintenance of the Equipment under this Agreement. Thereafter, SBS may make service available on a "Per Call" basis based upon SBS's standard rates in effect at the time of service.

5. USE OF SBS SUPPLIES Customer is not obligated to use SBS approved supplies under this Agreement. If, however, the Customer uses other than SBS approved supplies (other than paper) and such supplies result, in SBS's reasonable judgment, additional Maintenance, then SBS may, at its option, assess a surcharge or terminate this Agreement. If SBS terminates this Agreement, SBS may make service available on a "Per Call" basis based upon SBS's standard rates in effect at the time of service.

6. SUPPLIES Supplies selected, if any, on the front of this Agreement ("Supplies"), shall be included under this Agreement. SBS will provide such selected Supplies to the Customer based upon normal yields. Supplies provided are for use with the Equipment covered by this Agreement only and are not for resale or for use with other equipment. If the Customer's usage of the Supplies exceeds the normal yields for the Equipment being serviced, SBS will invoice and the Customer agrees to pay, for the excess supplies at SBS's current retail prices then in effect. SBS reserves the right to charge for supplies and freight. Normal yield is defined as the published industry standard yield for the product model covered under this Agreement.

7. ELECTRICAL REQUIREMENTS In order to insure optimum performance of the Equipment, Customer must comply with all Sharp required electrical specifications, including but not limited to use of designated circuit and outlets and required voltage requirements. These power standards are required by UL and/or local safety regulations.

8. CHARGES The initial charge for Maintenance under this Agreement is non-refundable and shall be the amount set forth on the first page of this Agreement. The annual maintenance charge with respect to any renewal term will be the charge in effect at the time of term renewal. Customer shall be charged according to the payment cycle indicated on the front page of this Agreement. Customer shall pay all charges within ten (10) days of the date of the SBS invoice. Past due amounts shall accrue interest at a rate of 1.5% per month. If any Equipment which is subject to this Agreement, or any renewal hereof, is moved to a new SBS service territory, SBS shall have the option of charging the Customer an amount equal to the difference in the published maintenance charges between the current SBS service territory and that of the new SBS service territory (on a pro rata basis). If such equipment is moved beyond any SBS service territory, SBS reserves the right to cancel this Agreement, upon written notice to the Customer, or SBS may charge (and Customer hereby agrees to pay) a fair and reasonable upcharge for continued service. In so doing SBS may take into account the distance to Customer's new location and SBS published rates for SBS's "time and materials", "Per Call" service. SBS reserves the right to increase and/or otherwise modify its service rates and services on each anniversary date of this Agreement.

9. METER READINGS Customer is obligated to provide meter reading(s) in a timely manner upon request. If the Customer fails or refuses to provide the meter reading in a timely manner, SBS may estimate the meter based upon previous billing and service meter readings. The estimated meter will then be applied in the same manner as if the meter had been supplied by the Customer and the Customer agrees to pay any overage charges that may result from the estimated meter reading.

10. TERM This Agreement shall become effective upon SBS's receipt from Customer of the initial non-refundable maintenance charge, as set forth on the first page of this Agreement, or for such Customers that are to be billed in arrears, upon the date indicated in the "Start Date" portion of the first page of this Agreement. The term of this Agreement shall be as specified on the face page of this Agreement. This Agreement shall automatically renew for additional one year periods unless either party provides the other sixty (60) days written notice of termination prior to the end of the initial term, or any renewal term hereunder. In the event that Customer reaches or

exceeds the allowance, as specified on the first page of this Agreement, prior to the expiration of the initial term, or any renewal term under this Agreement, Customer hereby agrees to pay SBS the SBS excess meter rate then in effect and same shall apply to all of Customer's excess meter amounts, through the end of the term of this Agreement. For this Agreement (not CPC leases) either party shall have the right during any renewal term, or during any second or third term of a multi-term agreement (if applicable) to terminate this Agreement upon sixty (60) days prior written notice to the other.

11. EVENT OF DEFAULT AND TERMINATION The Customer's failure to pay any amount due under this Agreement, or breach of any other obligation herein shall constitute an Event of Default. Upon an Event of Default, SBS may, in its discretion take any one or more of the following actions: (i) cease performing all Maintenance or any other services under this Agreement; (ii) furnish Maintenance or service upon a prepaid, "Per Call" basis; and/or (iii) terminate this Agreement. Customer shall be obligated to pay any amounts due and owing to SBS within (10) ten days of the expiration or termination of this Agreement. Customer, upon payment of all such amounts due, shall thereafter have no further liability or obligation to SBS whatsoever for any further fees or expenses arising hereunder. In the event SBS terminates this Agreement because of the breach of Customer, SBS shall be entitled to payment for work in progress plus reimbursement for out-of-pocket expenses.

12. INDEMNITY Customer shall indemnify, save and hold SBS, its affiliates, officers, directors, shareholders, employees, agents and representatives and its and their successors and assigns ("SBS Parties") harmless from and against any liability, loss, cost, expense or damage whatsoever caused by reason of any breach of this Agreement by Customer or by reason of any injury, whether to body, property or business or to any other person by reason of any act, neglect, omission or default by Customer. Customer shall defend, at its sole and absolute cost, any action to which this indemnity shall apply. In the event Customer fails to defend such action SBS may do so and recover from Customer in addition, all costs and expenses, including attorneys' fees in connection therewith. SBS shall be entitled to recover from Customer all costs and expenses, including without limitation, attorneys' fees and disbursement, incurred by SBS in connection with actions taken by SBS or its representatives (i) to enforce any provision of this Agreement; (ii) to effect any payments or collections provided for herein; (iii) to institute, maintain, preserve, enforce and foreclose on SBS's security interest in or lien on the goods, whether through judicial proceedings or otherwise; or (iv) to defend or prosecute any actions or proceedings arising out of or relating to any SBS transactions with Customer. The foregoing provisions of this paragraph 11 shall survive the termination or expiration of this Agreement to the extent permitted by Law.

13. ENTIRE AGREEMENT This constitutes the entire Agreement between the parties relating to the subject matter hereof. Any modification to this Agreement must be in writing and signed by both parties.

14. SUCCESSORS AND ASSIGNS; TERMINATION Neither party may assign this Agreement or any of its rights or obligations hereunder, without the prior written approval of the other party, which will not be unreasonably withheld, except that either party may assign its obligations and rights to a wholly owned subsidiary, parent corporation, or entity under the same ownership, operation or control.

15. SEVERABILITY If any provision in this Agreement is held invalid or unenforceable by a body of competent jurisdiction, such provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. The Parties agree to negotiate in good faith a valid, enforceable substitute provision that most nearly affects the Parties' original intent in entering into this Agreement or to provide an equitable adjustment in the event no such provision can be added. The other provisions of this Agreement shall remain in full force and effect.

16. COUNTERPARTS AND FACSIMILE SIGNATURES This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart. A facsimile signature of this Agreement bearing authorized signatures may be treated as an original.

17. WAIVER OF JURY TRIAL ALL PARTIES HERETO IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY

18. JURISDICTION All parties hereby consent to the exclusive jurisdiction of the Federal Courts located in Essex County, New Jersey and the State Courts located in Bergen County, New Jersey in any proceeding arising out of or relating to this Agreement.

19. LIMITATION OF LIABILITY To the extent permitted by Law, in no event shall SBS be liable to Customer for any special, incidental, consequential, or indirect damages, loss of business profits, business interruption, loss of business information arising out of the inability to use the Equipment. The Customer acknowledges that the Maintenance provided by SBS is for the mechanical maintenance of the Equipment only, and that this Agreement does not cover any software, networking or any other connectivity or functionality maintenance, services or support.

20. FORCE MAJEURE SBS shall not be liable to Customer for any failure or delay caused by events beyond SBS's control, including, without limitation, Customer's failure to furnish necessary information; shortage; failure or delays in transportation or communication; boycotts; embargoes; failures or substitutions of equipment; labor disputes; accidents; shortages of labor, fuel, raw materials, machinery, or equipment; technical failures; fire; storm; flood; earthquake; explosion; acts of the public enemy; war; insurrection; riot; public disorder; epidemic; quarantine restrictions; acts of God; acts of any government or any quasi-governmental authority; instrumentality or agency.

21. NO WARRANTY SBS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TECHNICAL COMPARABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

22. INSURANCE If the Customer is leasing the equipment, the Customer shall obtain and maintain, at its own expense, insurance relating to claims for injury and/or property damage (including commercial general liability insurance) based on its use of the equipment, goods and machinery.

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

[Signature] 2-22-17
DEPUTY COUNTY COUNSEL DATE



Value Lease Agreement

APPLICATION NO.

AGREEMENT NO.

SHARP BUSINESS SYSTEMS

The words User, Lessee, you and your refer to Customer. The words Owner, Lessor, we, us and our refer to Sharp Electronics Corporation dba Sharp Business Systems.

CUSTOMER INFORMATION

FULL LEGAL NAME

San Benito County Health Dept

STREET ADDRESS

1111 San Felipe Road

CITY

STATE

ZIP

Hollister

CA

95023

PHONE

(831) 636-5041

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

same

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

San Benito County Health Dept - Environmental Health 351 Tres Pinos Road, Suite C-1 Hollister, CA 95023

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

1 - Sharp MX3070 BW/Color MFP

NOT FINANCED UNDER
THIS AGREEMENT

SERIAL NO.

STARTING METER

☐ See the attached Schedule A☐ See the attached Billing Schedule

TERM AND PAYMENT SCHEDULE

60

Payments* of \$

162.00

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

*plus applicable taxes

Payment includes

Black and White Images per month

Overages billed monthly at \$

per image*

Payment includes

Color Images per month

Overages billed monthly at \$

per image*

Payment includes

Scan Images per month

Overages billed monthly at \$

per image*

Payment includes

Fax Images per month

Overages billed monthly at \$

per image*

By initialing here, you agree that service and supplies are not included in this Agreement.

END OF LEASE OPTIONS

You will have the following option at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV") such term means the current market value of the Equipment. 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.

THIS IS A NONCANCELABLE / NONREFUNDABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED, ASSIGNED OR TERMINATED, BY CUSTOMER.

LESSOR ACCEPTANCE

Sharp Electronics Corporation
dba Sharp Business Systems

LESSOR

SIGNATURE

TITLE

DATED

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. Upon signing below, your promises herein will be irrevocable and unconditional in all respects.

X

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED

FEDERAL TAX I.D. #

PRINT NAME

CONTINUING GUARANTY

You unconditionally and absolutely, jointly and severally, guarantee that Customer will fully and promptly pay and perform all obligations under the Agreement and any addendums and supplements thereto. This is a continuing Guaranty and shall not be revoked by your death, bankruptcy, incompetency or insolvency. You may not terminate or revoke this Guaranty without written notice to us, and this Guaranty shall continue in full force and effect with regard to all of Customer's obligations arising prior to the date of such notice. We may make changes, including compromise or settlement, with the Customer, and you waive any abatement, setoff, defense or counterclaim for any reason and all notice of any changes or default. It is not necessary for us to proceed first against the Customer before enforcing this Guaranty. You certify that the financial information you have given us is true, complete and accurate in all material respects. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents. Without our prior written consent you will not transfer your obligations under this Guaranty or all or substantially all your assets to anyone. This Guaranty will be binding on your estate, heirs, successors and assigns. We may assign this Guaranty without notice. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by Lessor or Lessor's assignee related to this guaranty and the Agreement. YOU AND WE IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED HERETO.

X

GUARANTOR

SIGNATURE (AS AN INDIVIDUAL)

HOME PHONE

DATED

ACCEPTANCE OF DELIVERY

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

X

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATE OF DELIVERY

1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, editions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financial Items", which are included in the word "Equipment" unless separately stated). All as described on page 1 of this Agreement, excluding equipment marked as not financed under 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 and address. This Agreement becomes valid upon execution by us. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any other date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement pro-rated for the period between the date the Equipment is delivered to you and the commencement date in an amount equal to 1/30th of the Payment. This Agreement will automatically renew for 12-month terms unless you purchase or return the Equipment (according to the conditions herein) and send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. 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. You shall deliver all information requested by us which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and properly 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 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 up to an amount of \$125.00 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 owing to us under the terms of this Agreement or any other 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. You cannot pay off this Agreement or return the Equipment prior to the end date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee up to 15% of the price of the Equipment.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST; SOFTWARE/DATA:** 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 the installation address, and you agree not to move it unless we agree in writing. 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, if you do not purchase the Equipment, 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-salable condition, full working order and complete repair. If this Agreement is deemed to be a secured transaction, 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. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We own the Equipment but we do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. 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.

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, we may (A) secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. Two place insurance on the Equipment; we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and on insurance for which may result in a profit to us through an investment in reinsurance; or (B) charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. 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, if we request, 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 we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). 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.** You must notify us within 30 days if you 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, our assignee 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 Lessor 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 fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us; (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 amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six (\$26.00) dollars; or 2) the highest lawful charge, if less. 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 purchase price of the Equipment (both discounted at 2%). 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 Financial 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 this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 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. **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. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. 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, pre-recorded 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/or messages may incur access fees from your provider.

8. **WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED ANY/ALL THIRD PARTY SUPPLIERS AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. 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. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. 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 REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

9. **LAW, JURY WAIVER:** Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. 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.

10. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment, accessories, and, unless otherwise indicated on the face, maintenance during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and black toner and developer. Paper and staples must be separately purchased by you. If necessary, the service and supply portion of this Agreement may be assigned by us. We may charge you a supply freight fee to cover our costs of shipping supplies to you. The service and maintenance of the Equipment may be governed by a separate terms and conditions service agreement.

11. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. At the end of the first year of this Agreement and once each successive twelve-month period, the Payment and the Overage charges may be increased by a maximum of 15% of the then existing charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and coverage charges. We will also review your scan meter. If your scan meter exceeds your output (image) meter, you may be charged additionally for excessive scan meter usage. A "scan" is defined as the electronic rasterization of a hard copy document with no associated hard copy output on the scanning device. Meter Readings may be obtained remotely under certain circumstances and you consent to our ability to obtain remote meter readings.

12. **UPGRADE AND DOWNGRADE PROVISION:** AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR IMAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.

13. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for the transition period will be based on the base minimum usage payment, prorated on a 30 day calendar month, and will be added to your first monthly Payment.

CONNECT SHIELD

DIGITAL CONNECTIVITY SUPPORT OPTION

Scope of Standard Installation

Sharp Business Systems Responsibilities:

- Identification of needed configuration modifications
- Delivery and Installation of all system components/software
- Complete assembly & testing of purchased components
- Configure system for specific network architecture
- Connection of system to an active network port
- Generation of server and up to 5 workstation printer test pages
- Training of Client IT support on PC print driver setup
- Provide Unlimited Help Desk Support for covered devices

Client Responsibilities:

- Provide complete and accurate site survey
- Must have IT Administrative support available during install
- Ensure compatible and updated OS on all workstations/servers
- All servers/storage fully backed up prior to install procedures
- Create all print queues as applicable
- Provide live network drops at each system location
- Provide static IP address for each system as required
- Provide appropriate network cables/cabling

Connect Shield

Services Included During Installation and Life of Agreement

- All items listed above under heading of Sharp Business Systems Responsibilities
- SharpDesk installation, reinstallation and updates as necessary
- Complete coverage of Print Controller and NIC Card including firmware updates
- Server/PC driver install, reinstallation and updates
- Vendor specific utilities installation, reinstallation and updates
- Adding users to fax and scan modules
- Level I support & diagnostics to be performed by Sharp Help Desk. The Help Desk will determine if on-site support is required and within the scope of this agreement.

Annual Retail Price per Device: \$ 750.00

Our Package Price: \$450.00

☐ **I ACCEPT the Connect Shield Maintenance Agreement optional coverage**

I have read and understand our obligations under the terms and conditions stated herein, and on the reverse side thereof, as the only agreement pertaining to the equipment hereunder. No other agreements apply unless expressly noted on the face of this agreement or in the contracts specified herein.

Connect Shield is billed congruently with the billing terms of the Customer Care Maintenance Agreement either as a separate invoice, separate line item or added to that agreement's base charges.

☒ **I DECLINE the Connect Shield Maintenance Agreement optional coverage.**

Customer has declined the Connect Shield optional coverage at this time. The customer understands obtaining this optional coverage later may incur charges in addition to the stated charges herein and has been informed as to the current time and material billing rates.

San Benito County Health Svcs.
Business Name

Customer Signature

Peter B. [Signature]

Date

12-15-16

SBS Authorization

Date

SBS Master Contract Number

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS SIGNED BY THE CUSTOMER AND SBS CONTRACT MANAGEMENT

Maintenance Agreement contracts and their options are non-refundable, non-transferable, and non-cancelable. Price does not include applicable taxes.
Sharp Business Systems is a division of Sharp Electronics Corporation.

CONNECT SHIELD

CONNECT SHIELD OPTIONAL SUPPORT TERMS AND CONDITIONS

1. All applicable Terms and Conditions of the Customer Care Maintenance Agreement are in force on the Connect Shield Optional Support Agreement
2. Customer is advised to contact SBS prior to updating or changing any application software or operating system.
3. Additional loading of other drivers, utilities, security updates, anti-virus or other programs to existing workstations/servers that causes SBS supported products to malfunction is not covered under this agreement and will be billed at the current hourly rate. We do not guarantee that our products and software drivers will be compatible with updated application or operating system software.
4. Proprietary application support may be provided on a billable best effort basis. This effort is based upon SBS experience, customer experience and the ability to openly contact proprietary software vendor's support. SBS makes no representation of ability to support proprietary software. Any vendor support charges would be the responsibility of the customer. SBS support for this will be billed at the current hourly rate.
5. It is the responsibility of the client to perform all necessary backups on the PC or Network prior to any installation or update. SBS bears no responsibility for any damages, data or productivity loss from said PC or Network Devices.
6. Network systems are highly volatile and carry no warranty for any work performed.
7. **LIMITATION OF LIABILITY:** SBS assumes no liability as an insurer and shall not be held accountable to client for failure to perform its obligations due to circumstances beyond the control of SBS. Such circumstances shall include, but not be limited to, any acts or omissions of any government or government authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, delays in transportation or deliveries of supplies or materials, acts of God, or any events that are reasonably beyond the control of SBS.
9. SBS will invoice for this agreement at the indicated frequency on Customer Care Maintenance Agreement. Services will cover only devices listed on that agreement and must be listed by model and serial number.
10. **CONFIDENTIALITY:** All disks, tapes, processes, reports and information of any nature that are made available by the Client or that become available to SBS by virtue of this agreement shall be held in strict confidence by SBS. Any such confidential disclosure that is provided or such confidential information that becomes available to SBS will be held in the strictest confidence in compliance with this agreement.



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 14.

MEETING DATE: 3/14/2017

DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY

DEPT HEAD/DIRECTOR: James Rydingsword

AGENDA ITEM PREPARER: Tracey Belton

SBC DEPT FILE NUMBER: 130

SUBJECT:

HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD

Approval of Agreement with California Statewide Automated Welfare Systems (SAWS) Consortium IV (C-IV) Joint Powers Authority for purchase of ninety-three (93) new Microsoft Windows 10 Enterprise licenses and seventy (70) Windows 10 Enterprise Upgrade licenses for a software upgrade for existing workstations.

SBC FILE NUMBER: 130

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

San Benito County Health and Human Services Agency is one of 39 counties that partners in the C-IV SAWS Consortium IV. C-IV provides the computer systems, upgrades and automation for the public assistance program eligibility determinations. The county needs to purchase ninety-three (93) new Microsoft Windows 10 Enterprise licenses and seventy (70) Windows 10 Enterprise Upgrade licenses for a software upgrade for existing workstations.

This agreement includes the cost of the Software charges, Production Operations Charges, and

Administrative Charges through fiscal years 2019/2020. The expenditure amount for this fiscal year is \$41,315. The Services and Supplies budget category for HHSA fund 221 is adequate to allow for this expenditure. Future years costs will be incorporated in the annual budget process. There is no effect on the County General Fund.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

221.80.2285

CURRENT FY COST:

\$41,315

STAFF RECOMMENDATION:

It is recommended that the Board of Supervisors:

1. Approve the Agreement with California Statewide Automated Welfare Systems (SAWS) Consortium IV (C-IV) Joint Powers Authority for purchase of ninety-three (93) new Microsoft Windows 10 Enterprise licenses and seventy (70) Windows 10 Enterprise Upgrade licenses for a software upgrade for existing workstations. and ongoing maintenance through fiscal year 2019/2020.
2. Authorize the Chair to sign the agreement.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
C-IV Agreement	3/2/2017	Contract

California SAWS Consortium IV



County Purchase SA-01-2017 San Benito County – Windows 10 Enterprise Upgrade Licenses

I. Overview:

San Benito County ("County") would like to purchase ninety-three (93) new Microsoft Windows 10 Enterprise licenses and seventy (70) Windows 10 Enterprise Upgrade licenses for a software upgrade of existing workstations. This County Purchase also includes Administrative Charges for image installation, as well as monthly recurring Production Operations Charges for ongoing central support of the County's Managed workstation image. The scope of this County Purchase includes the following:

- Software Charges
 - (70) Windows 10 Professional 64-bit Upgrade
 - (93) Windows 10 Enterprise Upgrade with Software Assurance
- Production Operations Charges
 - Recurring Charges – Central Support for Managed Workstation Image
- Administrative Charges

Assumptions:

- General Assumptions
 - The Total Cost is an estimate and is subject to changes at the time of ordering. The estimate includes shipping/handling and taxes as appropriate. The final cost will be provided to the Consortium at the time of invoicing.
 - The Consortium will retain ownership of all software licenses purchased under this County Purchase.
 - Software and Administrative Charges will be invoiced and paid in full upon receipt of software on this order.
 - The County will be responsible for monthly recurring Production Operations charges for central support for the County's C-IV-Managed workstation image that will be based on the Microsoft Windows 10 Enterprise operating system.
 - The monthly recurring operations charges will apply to the seventy (70) Managed workstations once deployed with Windows 10 and in use. The Total Cost in Section III below is based on recurring Production Operations charges commencing on March 1, 2017 and continuing through the end of the Agreement, October 31, 2019.
 - Production Operations charges will be invoiced in monthly arrears to the Consortium, who will then invoice the County.
 - Contractor staff will be responsible for applying the upgraded image to the seventy (70) workstations currently in production.
 - The C-IV Network Operations Center ("NOC") team will work closely with the County to create and test an image for the seventy (70) existing



workstations currently in production. The image will be based on the Microsoft Windows 10 Enterprise operating system.

- The County will be responsible for assisting with testing of the workstation image.
 - Testing of the image must be completed before the County can begin to image the workstations on this order.
- The County must approve this County Purchase and provide the corresponding approved Advance Planning Document ("APD") by March 17, 2017, otherwise the estimates provided in this County Purchase will not be valid and a new County Purchase will be required.
- Software Installation Assumptions:
 - Contractor staff will perform all software installations during normal business hours of 8:00 a.m. - 5:00 p.m., Monday through Friday (with the exception of County Holidays).
 - The County will provide Contractor staff with the appropriate access badges or escorts throughout the duration of the project.
 - During the time of the installations, the County will provide sufficient personnel on site to accompany and support Contractor staff with the work effort (coordination at the site, coordination with the users, storage of user files, etc.).
 - The County will provide Contractor staff with suitable parking spots on site, including enclosed parking facility overnight and employee parking during the day.
 - Contractor staff will require access to all equipment, including areas inaccessible to authorized personnel.
 - The Contractor will work with the County to determine a roll-out schedule for installation of the equipment.
 - County staff will be responsible for moving/storing users' files before the new image is installed.
 - County staff will be responsible for ensuring that Contractor staff can access equipment placed on desks (i.e. removal of files and decorations at each cubicle must be performed by the user prior to installation).
 - After each new workstation has been imaged and powered on, Contractor staff will join the workstation to the domain with a workstation ID as defined by the Central Network Operations team.
 - County staff will be responsible for transferring files from the server (ex. PST, etc.). Once these activities have been completed, Contractor staff will verify installation by having the User log in and access the C-IV Application through Microsoft Internet Explorer. If the User is not available at the time of installation, Contractor staff will return to this workstation at the end of the day, or on another day at the end of the installations (if not returning to that site the next day).
 - County IT staff will be responsible for post-imaging configuration of all workstations (e.g., County printers and software).



- Peripheral County equipment (e.g., PDAs, speakers, etc.) will not be connected by Contractor staff.

II. Schedule:

The costs associated with this County Purchase will be incurred during State Fiscal Years ("SFYs") 2016/17 through 2019/20.

III. Total Cost:

Total County Purchase Charges	SFY 2016/17	SFY 2017/18	SFY 2018/19	SFY 2019/20 (6/2019 - 10/2019)	Total Cost
Administrative Charges	\$4,830	\$0	\$0	\$0	\$4,830
Hardware and Software Charges	\$35,803	\$0	\$0	\$30,360	\$66,163
Hardware Charges	\$0	\$0	\$0	\$0	\$0
Hardware Maintenance and Support Charges	\$0	\$0	\$0	\$0	\$0
Software Charges	\$35,803	\$0	\$0	\$30,360	\$66,163
Software Maintenance and Support Charges	\$0	\$0	\$0	\$0	\$0
Production Operations Charges	\$683	\$2,789	\$2,848	\$1,211	\$7,530
One Time Charges	\$0	\$0	\$0	\$0	\$0
Recurring Charges	\$683	\$2,789	\$2,848	\$1,211	\$7,530
Total Charges	\$41,315	\$2,789	\$2,848	\$31,571	\$78,522

IV. References:

This purchase is tracked in the Procurement Database and via CA Unicenter Change Order CO7689-2016.



COUNTY PURCHASE APPROVAL

Subject: County Purchase – SA-01-2017


The subject document is accepted as allowing Accenture LLP to proceed with the subject County Purchase.

San Benito County Board of Supervisors

By: _____
Jaime De La Cruz, Board Chair

Date: _____

Notice Address:
1111 San Felipe Road, Suite 206
Hollister, CA 95023

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL
 3-2-17
DEPUTY COUNTY COUNSEL DATE

SAWS CONSORTIUM-IV JOINT POWERS AUTHORITY

By: _____
Printed Name: Thomas J. Hartman
Title: Project Director
Date: _____

Notice Address:
SAWS Consortium-IV Joint Powers Authority
Attention: C-IV Project Director
11290 Pyrites Way, Suite 150
Rancho Cordova, CA 95670-4481

1. Charges Summary

Total County Purchase Charges	SFY 2016/17	SFY 2017/18	SFY 2018/19	SFY 2019/20 (6/2019 - 10/2019)	Total Cost
Administrative Charges	\$4,830	\$0	\$0	\$0	\$4,830
Hardware and Software Charges	\$35,803	\$0	\$0	\$30,360	\$66,163
Hardware Charges	\$0	\$0	\$0	\$0	\$0
Hardware Maintenance and Support Charges	\$0	\$0	\$0	\$0	\$0
Software Charges	\$35,803	\$0	\$0	\$30,360	\$66,163
Software Maintenance and Support Charges	\$0	\$0	\$0	\$0	\$0
Production Operations Charges	\$683	\$2,789	\$2,848	\$1,211	\$7,530
One Time Charges	\$0	\$0	\$0	\$0	\$0
Recurring Charges	\$683	\$2,789	\$2,848	\$1,211	\$7,530
Total Charges	\$41,315	\$2,789	\$2,848	\$31,571	\$78,522

* The County will reimburse the C-IV Project for all charges. The charges associated with this County Purchase should not impact the C-IV Project Budget.

4. Production Operations

Category	Quantity	Unit Charge	Monthly Charge	SFY 16/17		SFY 17/18		SFY 18/19		SFY 19/20		Total Cost
				(3/2016-5/2017)	3	12	12	12	12	(6/2019-10/2019)	5	
Productions Operations - One Time Operations Charges												
NA	0	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Productions Operations - Recurring Operations Charges												
Central Support for Managed Workstation Image (per Workstation) - SFY 16/17	70	\$3.25	\$228	\$683	\$2,789	\$2,848	\$1,211	\$0	\$0	\$0	\$0	\$7,530
Central Support for Managed Workstation Image (per Workstation) - SFY 17/18	70	\$3.32	\$232	\$682.50	\$0	\$2,788.80	\$0	\$0	\$0	\$0	\$0	\$2,789
Central Support for Managed Workstation Image (per Workstation) - SFY 18/19	70	\$3.39	\$237	\$0	\$0	\$2,847.60	\$0	\$0	\$0	\$0	\$0	\$2,848
Central Support for Managed Workstation Image (per Workstation) - SFY 19/20	70	\$3.46	\$242	\$0	\$0	\$0	\$1,211.00	\$0	\$0	\$1,211.00	\$1,211	\$1,211
TOTAL				\$683	\$2,789	\$2,848	\$1,211	\$2,848	\$1,211	\$1,211	\$1,211	\$7,530

*Monthly recurring Production Operations charges for central support of the County's managed workstation image are estimated to commence March 1, 2017 and continue through the end of the Agreement, October 31, 2019. The workstation image created and deployed on the workstations will be based on the Microsoft Windows 10 Enterprise operating system.

3. HW and SW

Line	Item Description	Quantity	Unit Cost	Hardware	Software	Hardware Support	Software Support	Estimated Tax	Estimated Shipping/ Handling	Total	SFY 2016/17	SFY 2017/18	SFY 2018/19	SFY 2019/20	Total
Software Purchases															
1	Windows 10 Professional 64-bit Upgrade	70	\$136.81		\$9,576.70			\$0.00	\$0.00	\$9,576.70	\$9,576.70				\$9,576.70
2	Windows 10 Enterprise Upgrade with Software Assurance, (Part # WINE3perDVC SINGL UpgrdSAPk (MVL)	93	\$282.00		\$26,226.00			\$0.00	\$0.00	\$26,226.00	\$26,226.00			\$30,359.87	\$56,585.87
	Total			\$0.00	\$35,802.70	\$0.00	\$0.00	\$0.00	\$0.00	\$35,802.70	\$35,802.70	\$0.00	\$0.00	\$30,359.87	\$66,162.57

\$0.00

x-check

	SFY 2016/17	SFY 2017/18	SFY 2018/19	SFY 2019/20	Total	Rounded
Hardware Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0
Hardware Support Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0
Software Total	\$35,802.70	\$0.00	\$0.00	\$30,359.87	\$66,162.57	\$66,163
Software Support Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0
Estimated Total for SA-01-2017	\$35,802.70	\$0.00	\$0.00	\$30,359.87	\$66,162.57	\$66,163
x-check 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* The County will reimburse the C-IV Project for all charges. The charges associated with this County Purchase should not impact the C-IV Project Budget.

2. Admin Charges

Task Description		Quantity	Rate per Unit	Total Cost
Total				\$4,830
Installation of Windows 10 Image (per workstation)		70	\$ 69.00	\$4,830
Insert tasks above here. Do not modify this line.				



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 15.

MEETING DATE: 3/14/2017

DEPARTMENT: OFFICE OF EMERGENCY SERVICES

DEPT HEAD/DIRECTOR: Kevin O'Neill

AGENDA ITEM PREPARER: Kevin O'Neill

SBC DEPT FILE NUMBER: 75.5

SUBJECT:

OFFICE OF EMERGENCY SERVICES - K. O'NEILL

Adopt Resolution Recognizing the Continuing Proclamation of a Local Emergency in San Benito County.

SBC FILE NUMBER: 75.5

RESOLUTION NO: 2017-24

AGENDA SECTION:

CONSENT 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 attached Resolution extends 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 meeting until the local emergency has been terminated. (The second agenda item pertains 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.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description

resolution

Upload Date

2/22/2017

Type

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 during the months of January and February 2017 have caused additional flooding which have endangered people and livestock and caused destruction and damage to both public and private property; and,

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 14th day of March, 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

JAIME DE LA CRUZ, Chair
San Benito County Board of Supervisors

ATTEST:
Chase Graves, Clerk of the Board

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

By: _____

Barbara Thompson
Assistant County Counsel



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 16.

MEETING DATE: 3/14/2017

DEPARTMENT: OFFICE OF EMERGENCY SERVICES

DEPT HEAD/DIRECTOR: Kevin O'Neill

AGENDA ITEM PREPARER: Kevin O'Neill

SBC DEPT FILE NUMBER: 75.5

SUBJECT:

OFFICE OF EMERGENCY SERVICES - K. O'NEILL

1. 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: 2017-25

AGENDA SECTION:

CONSENT 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.

This 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 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

Resolution

Upload Date

2/22/2017

Type

Resolution Letter

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 Granite Construction Company 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 entered 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; (4) on or about February 21, 2017, the

County Administrative Officer will enter into a contract with Graniterock in an amount not to exceed \$50,000 for emergency road repair; and (5) in late February or early March 2017, the County Administrative Officer will let a contract with the Don Chapin Company, or another company as may be determined, 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 14th day of March, 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

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

By: _____

Barbara Thompson
Assistant County Counsel



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 17.

MEETING DATE: 3/14/2017

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: Brent Barnes

AGENDA ITEM PREPARER: Deems Katada

SBC DEPT FILE NUMBER: 790

SUBJECT:

RESOURCE MANAGEMENT AGENCY - B. BARNES

Approval of Final Map for TSM 07-76(A), Tract No. 304, commonly known as Sunset Hills Development located at Santa Ana Valley Road.

SBC FILE NUMBER: 790

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

In accordance with the provisions of Ordinance 479, Section 9 and Ordinance 617 of the County of San Benito, State of California; Tentative Subdivision Map No. 07-76 was granted to Assessor's Parcel Number 025-090-050 to subdivide a 41.22 Acre Parcel into eight lots at 5 Acres each; approved by the Planning Commission the 2nd day of April 2008 under the ownership of Bernadette & Andreas Abramson, and in accordance with the provisions of County Code Chapter 23.07.006 of the County of San Benito, State of California, a Tentative Subdivision Map Amendment (TSM) 07-76(A) was granted to the new owner, Sunset Hills Development, and was conditionally approved by the Planning Commission on July 17, 2013.

Section 23.09.008 of the San Benito County Code (Subdivision Ordinance) requires that a Final Map be submitted to the Board of Supervisors for approval after it has been approved by the County Engineer for complying with the approved or conditionally approved Tentative Map. The County Engineer and the Director of Planning Division have confirmed that the applicant has met the conditions of approval of the tentative map, as reflected in the Approval Notice. The Final Map is being submitted herewith for the Board's consideration. Following Board's approval, the Final Map will be recorded with the San Benito County Recorder's Office.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

It is recommended that the Board of Supervisors:

1. Approve the Final Map for TSM 07-76(A), Tract No. 304,
2. Do not accept at this time all offers of dedications as shown on the map on behalf of public. Maintenance of the subdivision streets and other common facilities shall be covered by the Home Owner's Association or other funding mechanism,
3. Authorize Clerk of the Board to sign the Final Map, and
4. Authorize staff to record the Final Map.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
Final Map	2/24/2017	Cover Memo
Home Owner's Association CC&R	2/24/2017	Cover Memo

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP AND SUBDIVISION SHOWN WITHIN THE SUBDIVISION BOUNDARY LINES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

WE HEREBY IRREVOCABLY OFFER TO DEDICATE TO THE COUNTY OF SAN BENITO AND THE PUBLIC FOR PUBLIC USE PARCELS A & B AS SHOWN UPON THIS MAP FOR STREET, STORM DRAINAGE, AND UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

WE FURTHER IRREVOCABLY OFFER TO DEDICATE FOR PUBLIC USE EASEMENTS FOR PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO ELECTRICITY, GAS, SEWER, COMMUNICATION, WATER AND THEIR NECESSARY APPURTENANCES ON, OVER, AND UNDER ALL THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "PUBLIC UTILITY EASEMENT" (PUE) AS SHOWN UPON THIS MAP WITHIN SAID SUBDIVISION, SAID EASEMENTS ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES NOT SERVING SAID EASEMENTS.

WE FURTHER IRREVOCABLY OFFER TO DEDICATE FOR PUBLIC USE EASEMENTS FOR STORM DRAIN PURPOSES ON, OVER, AND UNDER ALL THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "NATURAL DRAINAGE EASEMENT" (NDE) AND "STORM DRAINAGE EASEMENT" (SDE) AS SHOWN UPON THIS MAP WITHIN SAID SUBDIVISION, SAID EASEMENTS ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES NOT SERVING SAID EASEMENTS.

OWNER: SUNSET HILLS DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

JOE A. ROCHA, MANAGING PARTNER

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF SAN BENITO
ON 1/27/2017 BEFORE ME, JEANIE MATTHEWS
PERSONALLY APPEARED JOE A. ROCHA

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE JEANIE MATTHEWS (SEAL)
Commissioner - San Benito
Exp. 07/01/2017

SOILS REPORT

A SOILS ENGINEERING INVESTIGATION (PROJECT #LSS-0522-01) PREPARED BY LANDSET ENGINEERS, INC. HAS BEEN COMPLETED FOR THIS PROJECT AND IS ON FILE IN THE PUBLIC WORKS OFFICE OF THE COUNTY OF SAN BENITO

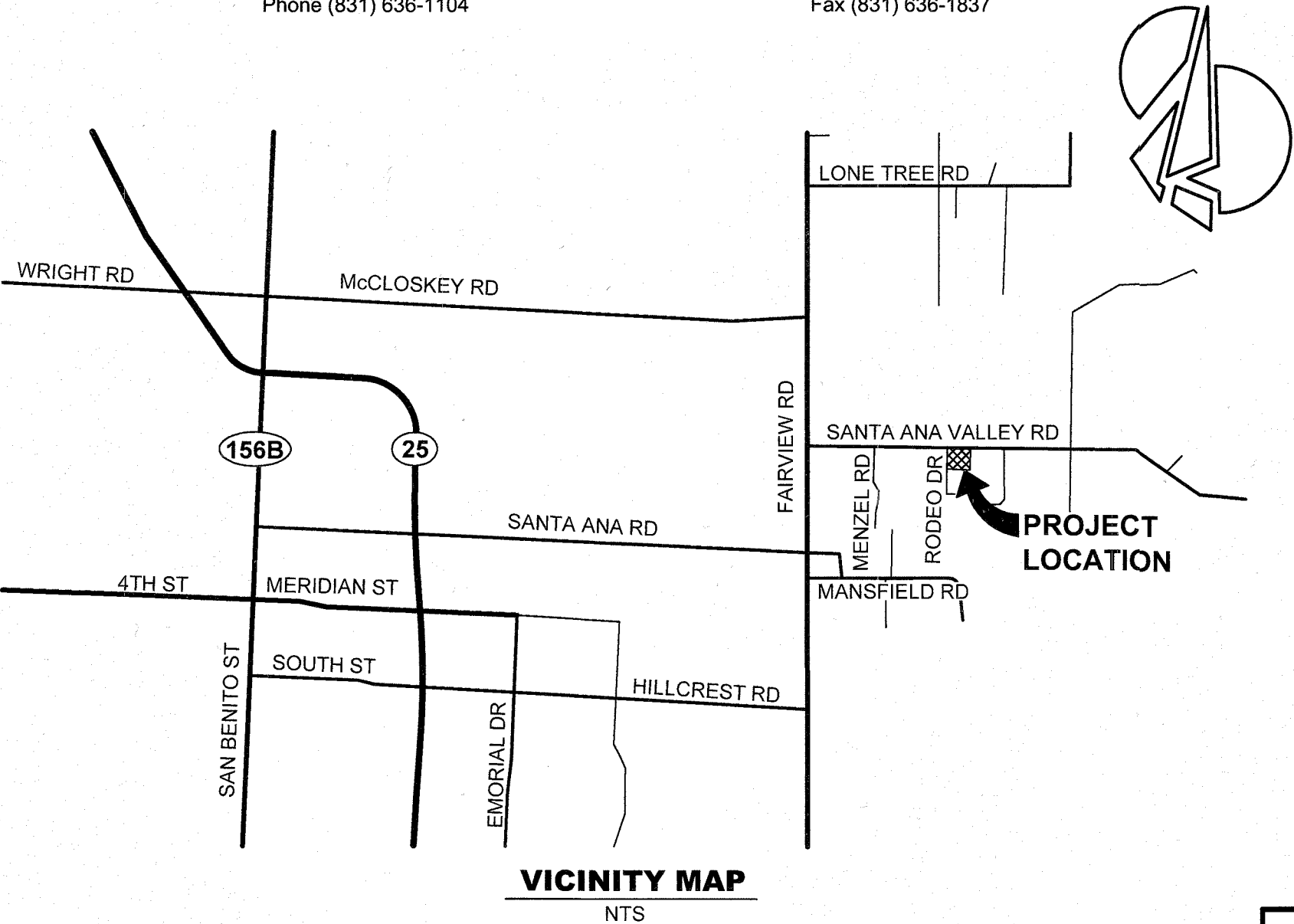
TSM 07-76A
Tract Map No. 304

OF LANDS OF SUNSET HILLS DEVELOPMENT LLC
LYING IN THE UNINCORPORATED TERRITORY OF THE
COUNTY OF SAN BENITO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCEL 2, AS SHOWN
UPON THAT CERTAIN PARCEL MAP FILED IN BOOK 9
OF PARCEL MAPS AT PAGE 8,
SAN BENITO COUNTY RECORDS

JANUARY 2017

KELLEY ENGINEERING & SURVEYING

400 Park Center Drive Suite #4
Phone (831) 636-1104
Hollister, CA 95023
Fax (831) 636-1837



PLANNING COMMISSION STATEMENT

I HEREBY STATE THAT THE TENTATIVE MAP OF TRACT NO. 304, LANDS OF SUNSET HILLS DEVELOPMENT COMPANY WAS DULY APPROVED BY THE PLANNING COMMISSION OF THE COUNTY OF SAN BENITO, CALIFORNIA ON JULY 17, 2013.

BY: SHANDELL CLARK, SECRETARY OF THE PLANNING COMMISSION
OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

I, _____ CLERK OF THE BOARD OF SUPERVISORS OF SAN BENITO COUNTY, HEREBY STATE THAT SAID BOARD APPROVED THE WITHIN MAP ON THE _____ DAY OF _____, 2017 AND DO NOT ACCEPT ON BEHALF OF THE PUBLIC FOR PUBLIC USE, THE OFFER OF DEDICATION IN EASEMENT OF ALL PUBLIC UTILITY EASEMENTS, ALL AS SHOWN ON THIS FINAL MAP; DO NOT ACCEPT ON BEHALF OF THE COUNTY THE OFFER OF DEDICATION IN FEE OF THE STREET RIGHTS-OF-WAY.

BY: COUNTY CLERK AND EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SAN BENITO

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SUNSET HILLS DEVELOPMENT, LLC ON THE 22ND DAY OF OCTOBER 2013. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP AND THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THE MONUMENTS WILL BE SET WITHIN ONE YEAR FROM RECORDATION OF THIS MAP, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MATTHEW J. KELLEY
LS 8263
EXP.: 12/31/17
LICENCED LAND SURVEYOR
MATTHEW J. KELLEY
NO. 8263
STATE OF CALIFORNIA

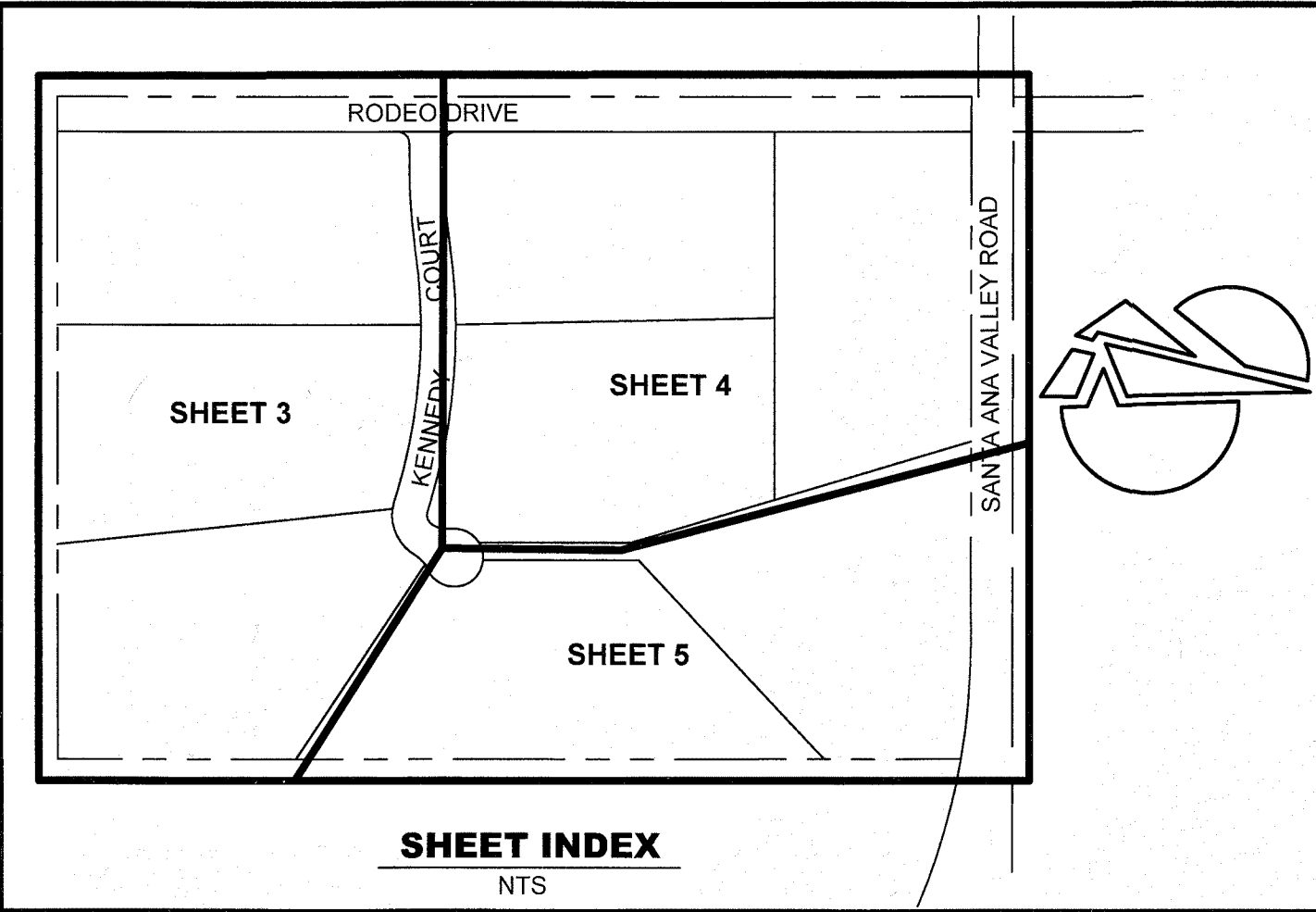
COUNTY SURVEYOR'S STATEMENT

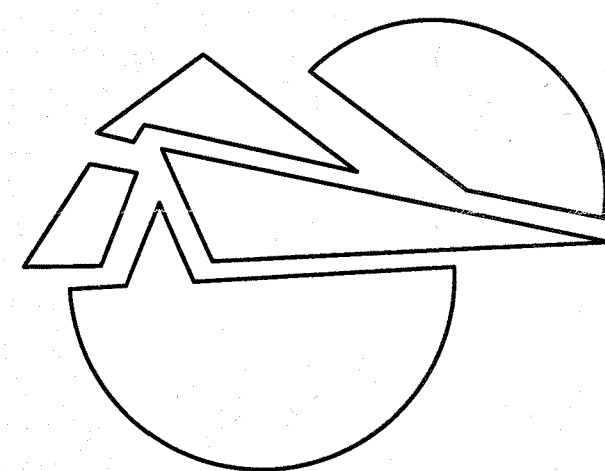
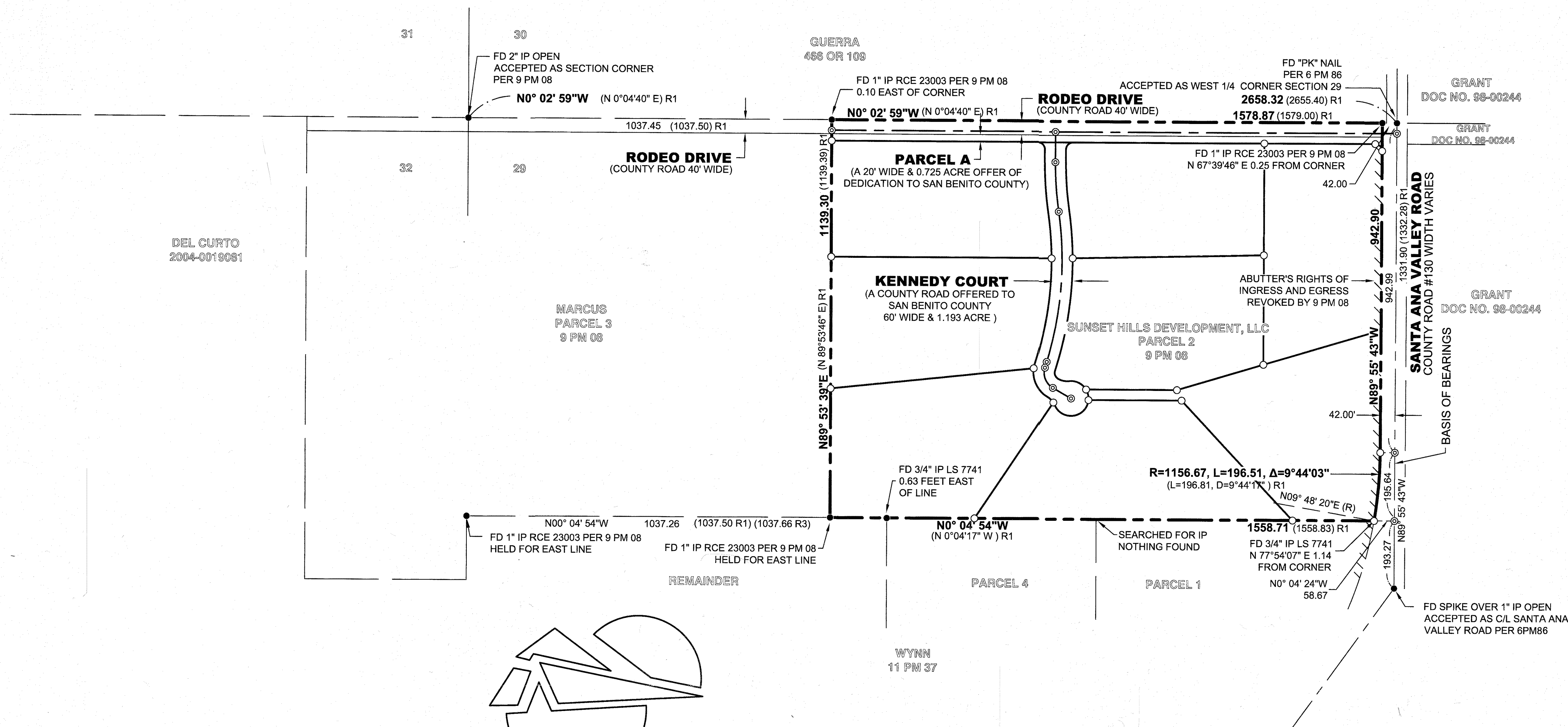
I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP OF TENTATIVE SUBDIVISION MAP 07-76(A) AND THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

FEBRUARY 3, 2017
KENNETH N. LEWIS
ACTING COUNTY SURVEYOR
R.C.E. 24851
EXP.: 12/31/17
REGISTERED PROFESSIONAL ENGINEER
KENNETH N. LEWIS
No. 24851
Exp. 12-31-17
CIVIL
STATE OF CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2017, AT _____ M.
IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF KELLEY ENGINEERING & SURVEYING.
FILE NO: _____
JOE PAUL GONZALEZ, COUNTY RECORDER
BY DEPUTY





ENCUMBRANCE NOTE

THE FOLLOWING DOCUMENTS CREATE OR RESERVE ENCUMBRANCES UPON THE PROPERTY:

- 85-03082 RESERVATION BY GUERRA NUT SHELLING COMPANY, INC.
- 6 PM 86 SLOPE EASEMENT ALONG SANTA ANA VALLEY ROAD
- 97-00968 DEED RESTRICTION FOR OUTDOOR LIGHTING HABITAT CONSERVATION UNDERGROUND UTILITIES
- 97-00969 DEED RESTRICTION FOR ROAD MAINTENANCE
- 97-00970 AGREEMENT BY OWNER OR HIS SUCCESSORS IN INTEREST TO CONSTRUCT LAND DEVELOPMENT IMPROVEMENTS
- 97-00971 AGREEMENT BY OWNER OR HIS SUCCESSORS IN INTEREST TO CONSTRUCT LAND DEVELOPMENT IMPROVEMENTS
- 2010-0009871 IRREGULARITY IN THE FORECLOSURE

LEGEND

---	DISTINCTIVE BOUNDARY
---	PROPOSED PROPERTY LINE
---	OTHER PROPERTY LINE
---	EASEMENT LINE AS NOTED
---	NON-ACCESS STRIP
●	FOUND MONUMENT AS NOTED
○	INSTALL STANDARD STREET MONUMENT
(..... R#)	SET 3/4" IRON PIPE TAGGED LS 8263
05-016649	RECORD DIMENSION AS NOTED
SFNF	RECORDER'S FILE NUMBER (TYP.)
ESMT	SEARCHED FOR; NOTHING FOUND
EX	EASEMENT
FD	EXISTING
IP	FOUND
NDE	IRON PIPE
PUE	NATURAL DRAINAGE EASEMENT
(R)	PUBLIC UTILITY EASEMENT
ROW	RADIAL BEARING
	RIGHT OF WAY

ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

BASIS OF BEARINGS

THE BEARING N89° 55' 43"W OF THE CENTERLINE OF SANTA ANA VALLEY ROAD AS SHOWN UPON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN BOOK 9 OF PARCEL MAPS AT PAGE 8 AND AS FOUND MONUMENTED IS THE BASIS OF BEARINGS FOR THIS MAP.

MAP REFERENCE

- R1 9 PM 08
- R2 6 PM 86
- R3 11 PM 37

TSM 07-76A Tract Map No. 304

OF LANDS OF SUNSET HILLS DEVELOPMENT

LYING IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA BEING A SUBDIVISION OF PARCEL 2, AS SHOWN UPON THAT CERTAIN PARCEL MAP FILED IN BOOK 9 OF PARCEL MAPS AT PAGE 8, SAN BENITO COUNTY RECORDS

SCALE: 1" = 200' JANUARY 2016

KELLEY ENGINEERING & SURVEYING

400 Park Center Drive, Suite 4, Hollister, CA 95023
Phone (831) 636-1104 Fax (831) 636-1837

BOOK ____ OF MAPS AT PAGE ____ JOB# 12021 SHEET 2 OF 6

TSM 07-76A

Tract Map No. 304

OF LANDS OF SUNSET HILLS DEVELOPMENT

LYING IN THE UNINCORPORATED TERRITORY OF THE
COUNTY OF SAN BENITO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCEL 2, AS SHOWN UPON
THAT CERTAIN PARCEL MAP FILED IN BOOK 9 OF

PARCEL MAPS AT PAGE 8,
SAN BENITO COUNTY RECORDS

SCALE: 1" = 50' JANUARY 2016
KELLEY ENGINEERING & SURVEYING

400 Park Center Drive, Suite 4, Hollister, CA 95023
Phone (831) 636-1104 Fax (831) 636-1837

PARCEL 7
4.921 AC NET

PARCEL 8
4.933 AC NET

EX 10' WATERLINE
ESMT PER 9 PM 08

PARCEL 4
4.203 AC NET

PARCEL 3
4.736 AC NET

SEE SHEET 4

**KENNEDY COURT
PARCEL B**

(A COUNTY ROAD OFFERED TO SAN BENITO COUNTY
60' WIDE & 1.193 ACRES)

PARCEL 2
4.851 AC NET

PARCEL 1
4.702 AC NET

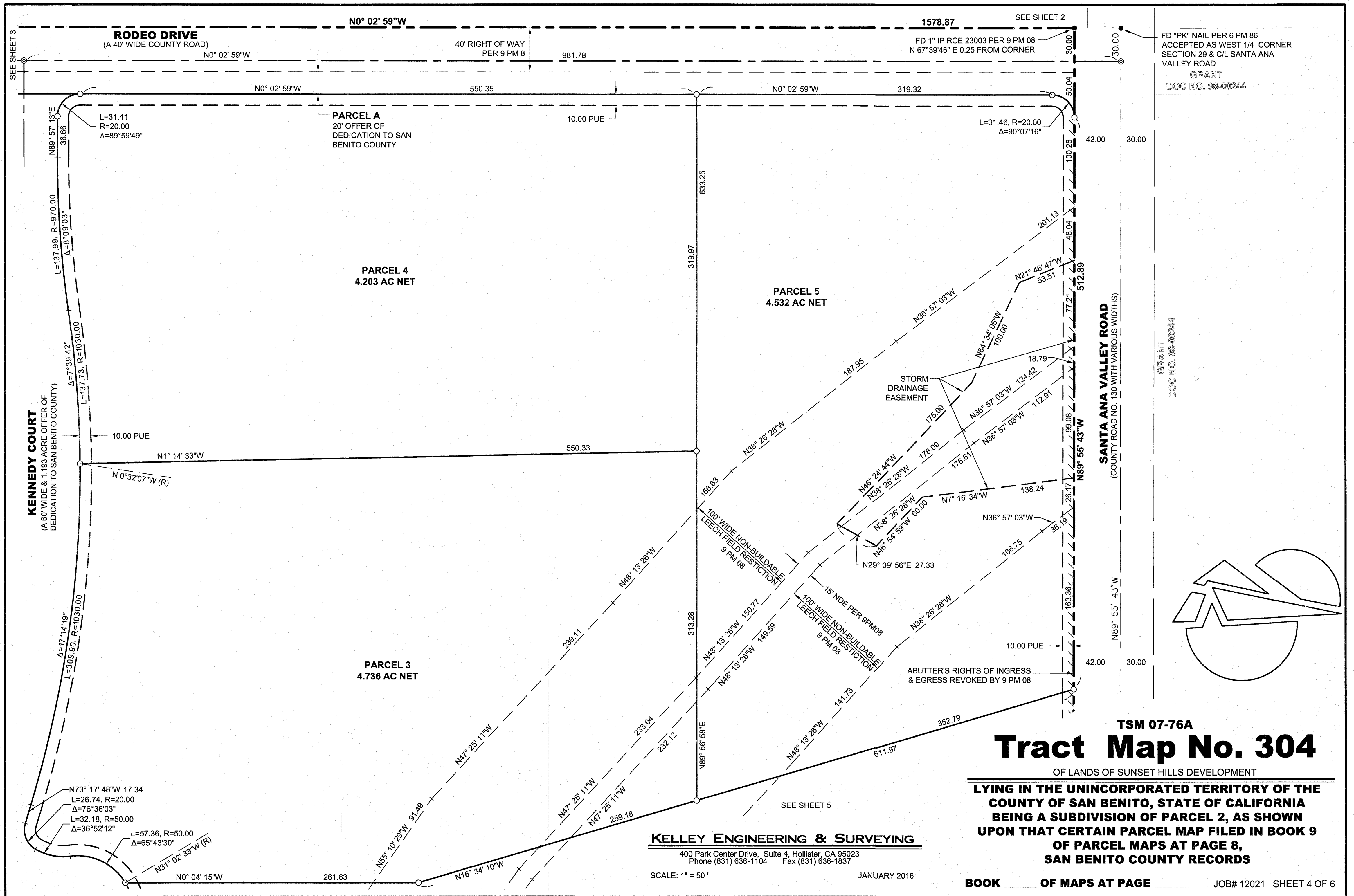
PARCEL A
20' OFFER OF
DEDICATION TO SAN
BENITO COUNTY

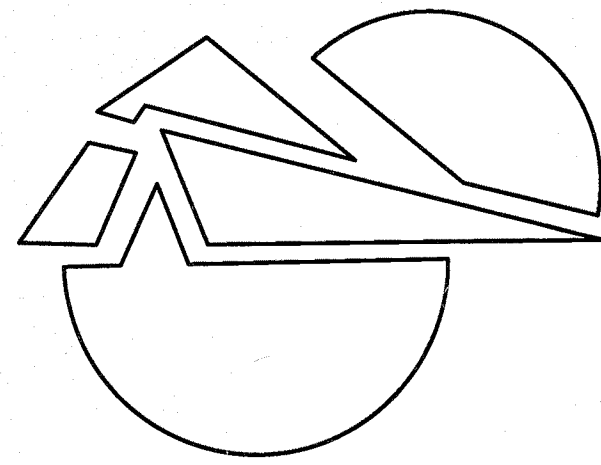
SEE SHEET 4

SEE SHEET 2

BOOK _____ OF MAPS AT PAGE _____

JOB# 12021 SHEET 3 OF 6





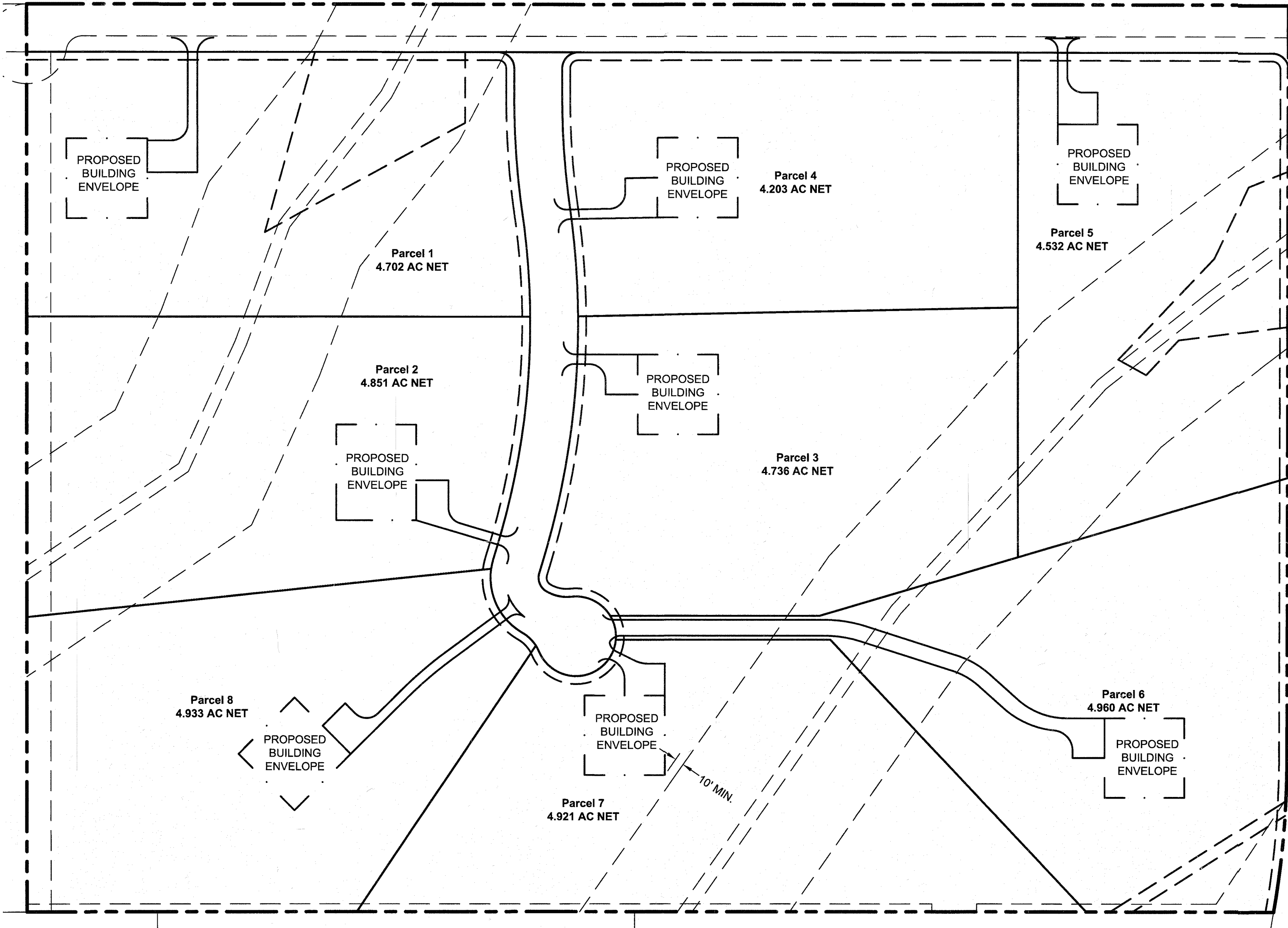
Additional Map Sheet

THE INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES ONLY DESCRIBING CONDITIONS AS OF THE DATE OF FILING, AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST.

TSM 07-76A
Tract Map No. 304

OF LANDS OF SUNSET HILLS DEVELOPMENT LLC
**LYING IN THE UNINCORPORATED TERRITORY OF THE
COUNTY OF SAN BENITO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCEL 2, AS SHOWN
UPON THAT CERTAIN PARCEL MAP FILED IN BOOK 9
OF PARCEL MAPS AT PAGE 8,
SAN BENITO COUNTY RECORDS**

JANUARY 2016 SCALE: 1" = 100'
KELLEY ENGINEERING & SURVEYING
400 Park Center Drive, Suite 4, Hollister, CA 95023
Phone (831) 636-1104 Fax (831) 636-1837



- AS REQUIRED BY COUNTY ORDINANCE #667, CONSTRUCTION SHALL BE LIMITED TO THE HOURS OF 7:00 AM TO 7:00 PM, MONDAY THROUGH SATURDAY. NO CONSTRUCTION ACTIVITIES SHALL BE ALLOWED ON SUNDAYS AND HOLIDAYS. THE APPLICANTS FOR BUILDING PERMITS WITHIN THE SUBDIVISION SHALL BE REQUIRED TO PLACE A NOTE TO THIS EFFECT ON ALL CONSTRUCTION PLANS. [MITIGATION MEASURE #9]
- ALL EXTERIOR LIGHTING SHALL BE REVIEWED TO INSURE THAT FIXTURES ARE SHIELDED TO REDUCE ANY IMPACT TO AN INSIGNIFICANT LEVEL. ALL EXTERIOR LIGHTING FOR NEW DEVELOPMENT SHALL BE UNOBTUSIVE, HARMONIOUS WITH THE LOCAL AREA, AND CONSTRUCTED OR LOCATED SO THAT ONLY THE INTENDED AREA IS ILLUMINATED AND OFF-SITE GLARE IS FULLY CONTROLLED. ALL FIXTURES SHALL COMPLY WITH COUNTY ORDINANCE #748 (ALONG WITH THE REQUIREMENTS OF ZONE II REGULATIONS SET WITHIN ORDINANCE 748). PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, THE APPLICANT SHALL SUBMIT TO THE BUILDING AND PLANNING DEPARTMENT AN EXTERIOR LIGHTING PLAN WHICH SHALL INDICATE THE LOCATION, TYPE, AND WATTAGE OF ALL PROPOSED LIGHTING FIXTURES AND INCLUDE CATALOG SHEETS FOR EACH FIXTURE. [MITIGATION MEASURE #1]
- ANY PROPERTY OWNER WHO, AT ANYTIME IN THE PREPARATION FOR OR PROCESS OF EXCAVATION OR OTHERWISE DISTURBING THE GROUND, DISCOVERS ANY HUMAN REMAINS OF ANY AGE, OR ANY SIGNIFICANT ARTIFACT OR OTHER EVIDENCE OF AN ARCHEOLOGICAL SITE, SHALL:
 - CEASE AND DESIST FROM FURTHER EXCAVATION AND DISTURBANCES WITHIN TWO HUNDRED FEET OF THE DISCOVERY OR IN ANY NEARBY AREA REASONABLY SUSPECTED TO OVERLIE ADJACENT REMAINS.
 - ARRANGE FOR STAKING COMPLETELY AROUND THE AREA OF DISCOVERY BY VISIBLE STAKES NO MORE THAN 10 FEET APART, FORMING A CIRCLE HAVING A RADIUS OF NO LESS THAN ONE HUNDRED FEET FROM THE POINT OF DISCOVERY; PROVIDED HOWEVER, THAT SUCH STAKING NEED NOT TAKE PLACE ON ADJOINING PROPERTY UNLESS THE OWNER OF THE ADJOINING PROPERTY AUTHORIZES SUCH STAKING. SAID STAKING SHALL NOT INCLUDE FLAGS OR OTHER DEVICES WHICH MAY ATTRACT VANDALS.
 - NOTIFY THE SHERIFF-CORONER OF THE DISCOVERY IF HUMAN AND/OR QUESTIONABLE REMAINS HAVE BEEN DISCOVERED. THE PLANNING DEPARTMENT DIRECTOR SHALL ALSO BE NOTIFIED.
 - SUBJECT TO LEGAL PROCESS, GRANT ALL DULY AUTHORIZED REPRESENTATIVES OF THE CORONER AND THE PLANNING DEPARTMENT DIRECTOR PERMISSION TO ENTER ON TO THE PROPERTY AND TO TAKE ALL ACTIONS CONSISTENT WITH CHAPTER 5B OF THE SAN BENITO COUNTY CODE AND CONSISTENT WITH SECTION 7050.5 OF THE HEALTH AND HUMAN SAFETY CODE AND CHAPTER 10 (COMMENCING WITH SECTION 27460) OF PART 3 OF DIVISION 2 OF TITLE 3 OF THE GOVERNMENT CODE. [MITIGATION MEASURE #4]
- ALL FUTURE DEVELOPMENT SHALL MAINTAIN A TEN (10) FOOT SETBACK FROM EASEMENTS NOTED UPON THIS MAP UNLESS FURTHER RESTRICTED BY COUNTY CODE.
- THIS PROJECT SHALL MEET THE STANDARDS SET FOURTH IN THE LATEST ADOPTED EDITIONS OF THE CALIFORNIA FIRE CODE, CALIFORNIA BUILDING CODE, PUBLIC RESOURCES CODES 4290 AND 4291 AND OTHER RELATED CODES AS THEY APPLY TO A PROJECT OF THIS TYPE AND SIZE.
- PRIOR TO THE ISSUANCE OF ANY PERMIT FOR NEW DEVELOPMENT, THE APPLICANT SHALL COMPLY WITH ALL REQUIREMENTS OF THE SAN BENITO COUNTY FIRE DEPARTMENT, INCLUDING THE PROVISION OF AN ADEQUATE WATER SUPPLY AND FLOW FOR FIRE SUPPRESSION. REQUIRED FIRE FLOW FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE CALIFORNIA FIRE CODE. ALL RESIDENTIAL STRUCTURES SHALL BE EQUIPPED WITH NFPA 13D SPRINKLER SYSTEMS [MITIGATION MEASURE #6]
- SUCCESSORS IN INTEREST ARE HEREBY NOTIFIED THAT THE CONCENTRATIONS OF ARSENIC EXCEED THE MAXIMUM CONTAINMENT LEVELS ESTABLISHED BY THE SAN BENITO COUNTY CODE.
- PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, THE APPLICANT SHALL OBTAIN ANY SEWAGE DISPOSAL SYSTEM PERMITS FROM THE DEPARTMENT OF ENVIRONMENTAL HEALTH.
- PURSUANT TO SECTION 14-3 OF THE SAN BENITO COUNTY CODE, PRIOR TO COMMENCEMENT OF ANY IMPROVEMENTS ASSOCIATED WITH THIS PROJECT, THE APPLICANT SHALL OBTAIN A PUBLIC WORKS ENCROACHMENT PERMIT FOR ANY WORK BEING PERFORMED WITHIN THE COUNTY RIGHT OF WAY.

(Space above this line for Recorder's Use)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
KENNEDY COURT HOMEOWNERS ASSOCIATION

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KENNEDY COURT HOMEOWNERS ASSOCIATION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KENNEDY COURT HOMEOWNERS ASSOCIATION (hereinafter "Declaration") is made as of _____, 2016 by SUNSET HILLS DEVELOPMENT, LLC, a California Limited Liability Company (hereinafter "Declarant") with reference to the facts set forth below.

DECLARATION

Declarant declares that the Property is, and shall be, held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, easements, covenants, conditions, liens and charges, all of which are declared and agreed to be in furtherance of a plan of ownership as described in California Civil Code Section 4000 et seq. for the subdivision, improvement, protection, maintenance, and sale of Lots within the Property, and all of which are declared and agreed to be for the purpose of enhancing, maintaining and protecting the value and attractiveness of the Property. All of the limitations, restrictions, easements, covenants, conditions, liens and charges shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the Property, shall be enforceable equitable servitudes and shall be binding on and inure to the benefit of the successors-in-interest of such parties. Declarant further declares that it is the express intent that this Declaration satisfy the requirements of California Civil Code Section 5975.

ARTICLE 1 – RECITALS

1.1 Property Owned by Declarant. Declarant is the owner of the real property (the "Property") situated in an unincorporated section of the County of San Benito, State of California, more specifically as identified on the Tentative Map for APN 025-100-015 "Kennedy Court" as depicted on Exhibit "A" attached hereto and incorporated herein.

1.2 Annexation of Additional Parcels. Declarant may add additional real property and may record additional maps with respect thereto, and said additional property so annexed will thereupon be subject to this Declaration and become a part of the Property. Upon annexation, the property annexed shall become subject to this declaration without the necessity of amending individual sections hereof. Assessments collected from owners in the property may be expended by the association without regard to the particular phase from which such assessments came. All owners shall have ingress and egress to and use of all portions of the common area throughout the property, subject to the provisions of this declaration, the By-Laws of the association, and to the rules and regulations of the Association in effect from time to time.

1.3 Nature of Community. Declarant intends to establish a planned unit development which includes single family and condominium ownership and to develop the Property, including any Additional Property which may hereafter be annexed thereto, as a planned unit development, to conform with the provisions of the California Subdivided Lands Law (California Business and Professions Code Section 11000, et seq.) and to subject the Property to certain limitations, restrictions, conditions and covenants as hereinafter set forth, in accordance with the provisions of

California Civil Code Sections 4000 et seq. To that objective, Declarant desires and intends to impose on the Property certain mutually beneficial restrictions, limitations, easements, assessments and liens under a comprehensive plan of improvement and development for the benefit of all of the Owners, the Lots, Common Area and Association Property and the future Owners of said Lots, Common Area and Association Property.

1.4 Description of Community. Declarant intends to develop the Community in eight (8) Phases. The first Phase is planned to consist of one (1) Lot. Declarant makes no guarantee that the Community will be constructed as presently proposed. Owners of a Lot in each Phase will receive title to a Lot plus an undivided fractional interest as tenant in common to the Common Area. Each Owner of a Lot will also receive an easement for ingress, egress and recreational use over the Common Area, if any, and/or Association Property of the Phase in which the Residence is situated and within each other Phase, effective upon annexation and conveyance of the first Residence in each such Phase, subject to the terms of the Governing Documents. Each Lot shall have appurtenant to it a membership in the Kennedy Court Homeowners Association, a California nonprofit mutual benefit Corporation ("Association").

ARTICLE 2 – DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article shall, for all purposes of this Declaration, have the meanings herein specified.

2.1 Architectural Committee. The term "Architectural Committee" means the committee created in accordance with Article 6, below.

2.2 Articles. The term "Articles" means the Articles of Incorporation of the Association, which are filed in the Office of the California Secretary of State, as such Articles may be amended from time to time.

2.3 Assessment. The term "Assessment" means any Regular, Special or Special Individual Assessment made or assessed by the Association against an Owner and his or her Lot in accordance with the provisions of Article 5, below.

2.4 Association. The term "Association" means Kennedy Court Homeowners Association, a California nonprofit corporation (formed pursuant to the Nonprofit Mutual Benefit Corporation Law of the State of California), its successors and assigns. The Association is an "association" as defined in California Civil Code section 4080.

2.5 Association Rules. The term "Association Rules" means the rules, regulations and policies adopted by the Board of Directors pursuant to Section 4.8, below, as the same may be in effect from time to time. The Architectural Rules also form a part of the Association Rules

2.6 Board of Directors. The term "Board of Directors" means the Board of Directors of the Association.

2.7 Bylaws. The term "Bylaws" means the Bylaws of the Association, as such Bylaws may be amended from time to time.

2.8 Common Area. The term "Common Area" means all real property owned by the Association for the common use and enjoyment of the Owners, exclusive of the Lots identified as Parcels 1 through 8, inclusive, as depicted on the Tentative Map for ANP 025-100-015 "Kennedy Court" attached hereto as Exhibit "A", including roads. The Common Area shall be maintained by the Association as set forth herein and specifically as provided in Section 7.1 below.

2.9 Common Expense. The term "Common Expense" means any use of Association funds authorized by Article 5, below and includes, without limitation: (a) All expenses or charges incurred by or on behalf of the Association for the management, maintenance, administration, insurance, operation, repairs, additions, alterations or reconstruction of the Common Area; (b) all expenses or charges reasonably incurred to procure insurance for the protection of the Association and its Board of Directors; (c) any amounts reasonably necessary for reserves for maintenance, repair and replacement of the Common Areas and Common Facilities, and for nonpayment of any Assessments; and (d) the use of such funds to defray the costs and expenses incurred by the Association in the performance of its functions or in the proper discharge of the responsibilities of the Board as provided in the Governing Documents.

2.10 County. The term "County" means the County of San Benito, State of California, and its various departments, divisions, employees and representatives. If any portion of the Properties becomes a portion of an incorporated city, then the term "County" shall be deemed to include the city in which that portion of the Properties is located.

2.11 Declarant. The term "Declarant" means Sunset Hills Development, LLC a California Limited Liability Company, and its successors and assigns, if such successors and assigns acquire any or all of Declarant's interest in the Property for the purpose of purchase or sale, excluding any Owners, and Declarant has expressly transferred or assigned to such successors or assigns its rights and duties as Declarant to all or any portion of the Community. For any successor or assignee of "Declarant" to be deemed a Declarant under the terms of this Declaration, Declarant shall record in the County a certificate so designating said successor or assignee as Declarant. A successor Declarant shall also be deemed to include the beneficiary under any deed of trust securing an obligation from a then existing Declarant encumbering all or any portion of the Property, which beneficiary has acquired any such property by foreclosure, power of sale or deed in lieu of such foreclosure or sale.

2.12 Declaration. The term "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Kennedy Court Homeowners Association as said Declaration may from time to time be amended or supplemented.

2.13 Governing Documents. The term "Governing Documents" collectively means this Declaration, the Articles, Bylaws, Association Rules and any Supplementary Declarations.

2.14 Lot. The term "Lot" means any parcel of real property designated by a number (i.e. Parcels 1 through 8, inclusive) set forth on the Tentative Map for ANP 025-100-015 "Kennedy

Court" attached hereto as Exhibit "A". When appropriate within the context of this Declaration, the term "Lot" shall also include the Residence and other Improvements constructed or to be constructed on a Lot.

2.15 Member. The term "Member" means every person or entity who holds a membership in the Association and whose rights as a Member are not suspended pursuant to the terms of this Declaration.

2.16 Mortgage. The term "Mortgage" means any security device encumbering all or any portion of the Properties, including any deed of trust. "Mortgagee" shall refer to a beneficiary under a deed of trust as well as to a mortgagee in the conventional sense

2.17 Owner. The term "Owner" means any person, firm, corporation or other entity which owns a fee simple interest in any Lot. If a Lot is transferred or conveyed to a trust, the Owner is the trustee or the co-trustees of such trust. Except where the context otherwise requires, the term "Owner" shall include the family, guests, tenants and invitees of an Owner.

2.18 Property. The term "Property" means real property situated in an unincorporated section of the County of San Benito, State of California, more specifically as identified on the Tentative Map for APN 025-100-015 "Kennedy Court" as depicted on Exhibit "A" attached hereto and incorporated herein.

2.19 Regular Assessment. The term "Regular Assessment" means an Assessment levied against an Owner and his or her Lot in accordance with Article 5, below.

2.20 Residence. The term "Residence" means a private, single-family dwelling constructed or to be constructed on a Lot.

2.21 Special Assessment. The term "Special Assessment" means an Assessment levied against an Owner and his or her Lot in accordance with Article 5, below.

2.22 Subdivision Map. The term "Subdivision Map" means the map for any portion of the Properties

ARTICLE 3 – OWNERSHIP AND EASEMENTS

3.1 Ownership of a Lot. Ownership of each Lot within the Community shall include (a) fee title to a Lot, (b) a membership in the Association, and (c) subject to the terms of the Governing Documents, any exclusive or nonexclusive easement or easements appurtenant to such Lot over the Association Property as described in this Declaration, and the deed to the Lot.

3.2 No Separate Conveyance. The interest of each Owner in the use and benefit of the Common Area and Association Property shall be appurtenant to the Lot owned by the Owner. No Lot shall be conveyed by the Owner separately from the interest in the Common Area, if applicable, or the right to use the Association Property. Any conveyance of any Lot shall automatically transfer the interest in the Common Area, if applicable, and the Owner's right to use

the Association Property and the Common Area as provided in this Declaration without the necessity of express reference in the instrument of conveyance.

3.3 Delegation of Use. Any Owner entitled to the right and easement of use and enjoyment of the Association Property and the Common Area may delegate such Owner's rights provided in this Declaration to use and enjoyment of the Association Property and the Common Area, if applicable, to its other tenants, contract purchasers or subtenants who reside in such Owner's Lot, subject to reasonable regulation by the Board. An Owner who has made such a delegation of rights shall not be entitled to use or enjoyment of the Association Property and the Common Area for so long as such delegation remains in effect, other than such access rights as are directly related to the Owner's rights and duties as landlord.

3.4 Easements. The ownership interests in the Common Area, if any, Association Property, if applicable, Lots and each Owner's right of ingress and egress over the Common Area, if any, and Association Property described in this Article, are subject to the easements and the rights of the Association granted and reserved in this Declaration and the other Governing Documents. Each of the easements reserved or granted under this Declaration shall be deemed to be established upon the recordation of this Declaration and shall henceforth be deemed to be covenants running with the land for the use and benefit of the Owners, the Lots, the Association, the Association Property and the Common Area, if any, superior to all other encumbrances applied against or in favor of any portion of the Community. Individual grant deeds to Lots and Condominiums may, but shall not be required to, set forth the easements specified in this Article.

3.4.1 Association Easement. The Association shall have an easement over the Property, including, without limitation, the Common Area for performing its duties and exercising its powers described in the Governing Documents, and for performing repairs or maintenance not performed by the Owner pursuant to the terms of this Declaration.

3.4.2 Easements for Drainage and Runoff. Each Lot shall have an easement for drainage through the established drainage pipes and facilities.

3.4.3. Easement to Declarant. Declarant shall have and hereby expressly reserves the easements necessary for Declarant and its agents, employees and independent contractors to exercise Declarant's rights set forth in Article 7 of this Declaration and to perform its obligations under any warranty provided by Declarant to an Owner.

ARTICLE 4 – THE ASSOCIATION

4.1 Association Membership. Every Owner of a Lot shall be a Member of the Association. Each Owner shall hold one membership in the Association for each Lot owned and the membership shall be appurtenant to such Lot. Sole or joint ownership of a Lot shall be the sole qualification for membership in the Association. Each Owner shall remain a Member until his or her ownership in all Lots in the Property ceases, at which time his or her membership in the Association shall automatically cease. Persons or entities who hold an interest in a Lot merely as security for performance of an obligation are not Members until such time as the security holder comes into title to the Lot through foreclosure or deed in lieu thereof.

Where Lots are owned by more than one person, the Board shall have the right, pursuant to Section 4.8, below, to adopt a rule designating the minimum percentage ownership of a Lot to qualify the Owner as a Member for purposes of determining eligibility to serve as a director. Spouses shall be permitted to aggregate their ownership interests to determine either spouse's percentage ownership of a Lot.

4.2 Membership Classes and Voting Rights of Members. The Association shall have two classes of membership and the rights, duties, obligations and privileges of the Members shall be as set forth in the Governing Documents.

4.2.1 Class A Members. Class A Members shall be all Owners, with the exception of Declarant (until the conversion of Declarant's Class B membership to a Class A membership as provided in Section 4.2.2 below), and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

4.2.2 Class B Members. Class B Member(s) shall be Declarant who shall be entitled to three (3) votes for each Lot owned by Declarant. The Class B membership shall cease and be converted to Class A membership on the fourth anniversary of the first close of escrow of a Lot covered by the original Public Report issued in relation to the Property.

4.3 Assessments. The Association shall have the power to establish, fix and levy Assessments against the Owners of Lots within the Properties and to enforce payment of such Assessments in accordance with Article 5, below. Any Assessments levied by the Association against its Members shall be levied in accordance with and pursuant to the provisions of this Declaration.

4.4 Transfer of Memberships. Membership in the Association shall not be transferred, encumbered, pledged or alienated in any way, except upon the sale of the Lot to which it is appurtenant and then, only to the purchaser. In the case of a sale, the membership appurtenant to the transferred Lot shall pass automatically to the purchaser upon Recording of a deed evidencing the transfer of title. In the case of an encumbrance of such Lot, a Mortgagee does not have membership rights until he or she becomes an Owner by foreclosure or deed in lieu thereof. Tenants who are delegated rights of use do not thereby become Members, although the tenant and his or her family and guests shall, at all times, be subject to the provisions of all Governing Documents. Any attempt to make a prohibited transfer of membership rights is void. If any Owner fails or refuses to transfer the membership registered in his or her name to the purchaser of his or her Lot, the Association shall have the right to record the transfer upon its books and thereupon any other membership outstanding in the name of the seller shall be null and void.

4.5 Powers and Authority of the Association. The Association shall have the responsibility of owning, managing and maintaining the Common Areas and Common Facilities and discharging the other duties and responsibilities imposed on the Association by the Governing Documents. In the discharge of such responsibilities and duties, the Association shall have all of

the powers of a nonprofit mutual benefit corporation organized under the laws of the State of California in the ownership and management of its properties and the discharge of its responsibilities hereunder for the benefit of its Members, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Governing Documents. The Association and its Board of Directors shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under and by virtue of the Governing Documents, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association for the peace, health, comfort, safety or general welfare of the Owners. The specific powers of the Association and the limitations thereon shall be as set forth in the Bylaws.

4.7 Association's Right of Entry.

4.7.1 Right of Entry, Generally. Without limiting the generality of the foregoing enumeration of corporation powers, the Association is hereby authorized and empowered directly or through its agents to enter any Lot when necessary to perform the Association's obligations under this Declaration, including: (i) obligations to enforce the architectural, minimum construction standards, and land use restrictions; (ii) any obligations with respect to construction, maintenance and repair of adjacent Common Area facilities; or (iii) to make necessary repairs that an Owner has failed to perform which, if left undone, will pose a threat to, or cause an unreasonable interference with, Association property or the Owners in common.

4.7.2 Limitations on Exercise of Right. The Association's right of entry pursuant to Section 4.7.1 shall be subject to the following:

(a) The right of entry may be exercised immediately and without prior notice to the Owner or resident in case of an emergency originating in or threatening the Lot where entry is required or any adjoining Lots or Common Area. The Association's work may be performed under such circumstances whether or not the Owner or his or her lessee is present.

(b) In all non-emergency situations involving routine repair and/or maintenance activities, the Association, or its agents, shall furnish the Owner or his or her lessee with at least twenty-four (24) hours prior written notice of its intent to enter the Lot, specifying the purpose and scheduled time of such entry, and shall make every reasonable effort to perform its work and schedule its entry in a manner that respects the privacy of the persons residing on the Lot.

(c) In all non-emergency situations involving access by the Association for purposes of enforcing the Governing Documents against an Owner in default, the Association's entry shall be subject to observance of the notice and hearing requirements imposed in Section 11.6, below.

(d) In no event shall the Association's right of entry hereunder be construed to permit the Association or its agents to enter any Residence without the express permission of the Owner or other person residing in the Residence.

4.8 Association Rules.

4.8.1 Rule Making Power. The Board may, from time to time and subject to the provisions of this Declaration, propose, enact and amend rules and regulations of general application to the Owners ("Association Rules"). The Association Rules may concern, but need not be limited to: (i) matters pertaining to the maintenance, repair, management and use of the Common Area and Common Facilities by Owners, their tenants, guests and invitees, or any other person(s) who have rights of use and enjoyment of such Common Area and Common Facilities; (ii) architectural control and the rules of the Architectural Committee under Article 6, below; (iii) the conduct of disciplinary proceedings; (iv) regulation of parking, pet ownership and other matters subject to regulation and restriction; (v) collection and disposal of refuse; (vi) minimum standards for the maintenance of landscaping or other Improvements on any Lot; (vii) designating the minimum percentage ownership of a Lot necessary to qualify an Owner as a Member; and (viii) any other subject or matter within the jurisdiction of the Association as provided in the Governing Documents.

Notwithstanding the foregoing grant of authority, the Association Rules shall not be inconsistent with or materially alter any provision of the other Governing Documents or the rights, preferences and privileges of Members thereunder. In the event of any material conflict between any Association Rule and any provision of the other Governing Documents, the conflicting provisions contained in the other Governing Documents shall be deemed to prevail.

4.8.2 Distribution of Rules. A copy of the Association Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. A copy of the Association Rules shall also be available and open for inspection during normal business hours at the principal office of the Association.

4.8.3 Adoption and Amendment of Rules. Association Rules may be adopted or amended from time to time by majority vote of the Board, provided, however, that no Association Rule or amendment thereto shall be adopted by the Board until at least thirty (30) days after the proposed rule or rule amendment has been: (i) published in the Association newsletter, if any, or otherwise communicated to the Owners in writing; and (ii) posted in the Association's principal office. The notice describing the proposed rule or amendment shall also set forth the date, time and location of the Board meeting at which action on the proposal is scheduled to be taken.

Any duly adopted rule or amendment to the Association Rules shall become effective immediately following the date of adoption thereof by the Board, or at such later date as the Board may deem appropriate. Any duly adopted rule or rule amendment shall be distributed to the Owners by mail.

4.9 Breach of Rules or Restrictions. Any breach of the Association Rules or of any other Governing Document provision shall give rise to the rights and remedies set forth in Article 11, below.

4.10 Limitation on Liability of the Association's Directors and Officers.

4.10.1 Claims Regarding Breach of Duty. No director or officer of the Association (collectively and individually referred to as the "Released Party") shall be personally liable to any of the Members or to any other person, for any error or omission in the discharge of his or her duties and responsibilities or for his or her failure to provide any service required under the Governing Documents; provided that such Released Party has, upon the basis of such information as he or she possessed, acted in good faith, in a manner that such person believes to be in the best interests of the Association and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Without limiting the generality of the foregoing, this standard of care and limitation of liability shall extend to such matters as the establishment of the Association's annual financial budget, the funding of Association capital replacement and reserve accounts, repair and maintenance of Common Areas and Common Facilities and enforcement of the Governing Documents.

4.10.2 Other Claims Involving Tortious Acts and Property Damage. No person who suffers bodily injury (including, without limitation, emotional distress or wrongful death) as a result of the tortious act or omission of a volunteer member of the Board or volunteer officer of the Association shall recover damages from such Board member or officer if all of the following conditions are satisfied: (i) the Board member or officer owns no more than two Lots; (ii) the act or omission was performed within the scope of the volunteer Board member's or officer's Association duties; (iii) the act or omission was performed in good faith; (iv) the act or omission was not willful, wanton, or grossly negligent; (v) the Association maintained and had in effect at the time the act or omission occurred and at the time a claim is made one or more policies of insurance providing both general liability and directors' and officers errors and omissions coverage, with both types of policies and coverage being in the minimum amount of at least Five Hundred Thousand Dollars (\$500,000).

The payment of actual expenses incurred by a Board member or officer in the execution of such person's Association duties shall not affect such person's status as a volunteer Board member or officer for the purposes of this section. The provisions of this subparagraph (b) are intended to reflect the protections accorded to volunteer directors and officers of community associations pursuant to California Civil Code section 5800. In the event said Civil Code section is amended or superseded by another, similar provision of the California statutes, this subparagraph shall be deemed amended, without the necessity of further Member approval, to correspond to the amended or successor Civil Code provision.

4.11 Amendments.

4.11.1 Unilateral Amendment by Declarant. Notwithstanding any other provisions of this Section 4.11.1, at any time prior to the first Close of Escrow in of a Lot within the Property, Declarant may unilaterally amend or terminate this Declaration by recording a written instrument which effects the amendment or termination and is signed and acknowledged by Declarant. At any time prior to the Close of Escrow of and Lot within the Property, Declarant may unilaterally amend

a Declaration of Annexation to the extent such instrument affects only real property on which escrow has not yet closed. Notwithstanding any other provisions of this Section 4.11.1, Declarant (for so long as Declarant owns Lots within the Property) may unilaterally amend this Declaration or a Declaration of Annexation by recording a written instrument signed by Declarant in order to: (i) conform this Declaration, or Declaration of Annexation, to the rules, regulations or requirements of VA, FHA, BRE, Fannie Mae, Ginnie Mae or Freddie Mac; (ii) amend, replace or substitute any Exhibit for any purpose to the extent that the Exhibit affects portions of the Property that have not yet been conveyed to the Association or for which there has been no Close of Escrow, as applicable; (iii) amend, replace or substitute any Exhibit to correct typographical or engineering errors; (iv) include any Exhibit that was inadvertently omitted from the Declaration, or Declaration of Annexation, at the time of recording; (v) comply with any city, county, state or federal laws or regulations; (vi) correct any typographical errors; (vii) supplement or amend this Declaration, or to a Declaration of Annexation, with provisions which pertain to rights and obligations of Declarant, the Association or Owners arising under the Right to Repair Law at Division 2, Part 2, Title 7 (commencing with Section 895) of the California Civil Code; and (viii) change any exhibit or portion of an exhibit to this Declaration, or to a Declaration of Annexation, to conform to as-built conditions.

4.11.2 Amendment by Members. After sale of the first Lot, this Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent of Members representing a majority of the total voting power of the Association and a majority of the affirmative votes or written consent of Members other than the Declarant, or where the two (2) class voting structure is still in effect, a majority of each class of membership and, if required, the consent of the California Bureau of Real Estate. Any amendment must be certified in writing executed and acknowledged by the President or Vice President of the Association and recorded in the Recorder's Office of the County.

4.11.3 Amendments Requiring County's Consent. Notwithstanding anything to the contrary in Sections 4.11.1 or 4.11.2, or otherwise herein, no amendment affecting matters within the regulatory power of the County, including, but not limited to, any County conditions of approval regarding Tentative Subdivision Map 07-76(A) or other permits and entitlements related thereto, or any County rights or obligations contained herein, shall be made to this Declaration if such amendment did not receive the prior written approval of the County.

ARTICLE 5 – ASSESSMENTS

5.1 Assessments Generally.

5.1.1 Covenant to Pay Assessments. Each Owner of one or more Lots, by acceptance of a deed or other conveyance therefor (whether or not it shall be so expressed in such deed or conveyance), covenants and agrees to pay to the Association: (i) Regular Assessments; (ii) Special Assessments; and (iii) Special Individual Assessments. Each such Assessment shall be established and collected as hereinafter provided.

5.1.2 Extent of Owner's Personal Obligation for Assessments. All Assessments, together with late charges, interest, and reasonable costs (including reasonable attorneys' fees) for

the collection thereof, shall be a debt and a personal obligation of the person who is the Owner of the Lot at the time the Assessment is levied. Each Owner who acquires title to a Lot (whether by conventional conveyance, at judicial sale, trustee's sale or otherwise) shall be personally liable only for Assessments attributable to the Lot which become due and payable after the date that the person acquires title. Accordingly, when a person acquires title to a Lot, he or she shall not be personally liable for delinquent Assessments of prior Owners unless the new Owner expressly assumes the personal liability. However, if the acquired Lot is conveyed subject to a valid lien for delinquent Assessments (and related costs of collection), the Association may continue to exercise its foreclosure remedies against the Lot, regardless of the change of ownership, and/or the Association may pursue its collection remedies against the prior Owner, individually.

5.1.3 Creation of Assessment Lien. All Assessments, together with late charges, interest, and reasonable costs (including reasonable attorneys' fees) for the collection thereof, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such Assessment is made. Any lien for unpaid Assessments created pursuant to the provisions of this Article may be subject to foreclosure as provided below.

5.1.4 No Avoidance of Assessment Obligations. No Owner may exempt himself/herself from personal liability for Assessments duly levied by the Association, nor release the Lot or other property owned by him/her from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area or any facilities thereon or by abandonment or non-use of his/her Lot or any other portion of the Properties.

5.2 Regular Assessments.

5.2.1 Preparation of Annual Budget; Establishment of Regular Assessments. Not less than thirty (30) days nor more than ninety (90) days prior to the beginning of the Association's fiscal year, the Board shall estimate the total amount required to fund the Association's anticipated Common Expenses for the next succeeding fiscal year (including additions to any reserve fund established to defray the costs of future repairs, replacement or additions to the Common Facilities) by preparing and distributing to all Members a budget satisfying the requirements of the Civil Code section 5300. If the Board fails to distribute the budget for any fiscal year within the time period specified in the first sentence of this section, the Board shall not be permitted to increase Regular Assessments for that fiscal year unless the Board first obtains the Members' approval in accordance with Section 5.3.4, below.

5.2.2 Establishment of Regular Assessment by Board/Membership Approval Requirements. The total annual expenses estimated in the Association's budget (less projected income from sources other than Assessments) shall become the aggregate Regular Assessment for the next succeeding fiscal year; provided, however, that, except as provided in Section 5.4, below, the Board of Directors may not impose a Regular Assessment that is more than twenty percent (20%) greater than the Regular Assessment for the Association's immediately preceding fiscal year without the Members' prior approval in accordance with Section 5.3.4, below.

5.2.3 Allocation of Regular Assessment. The total estimated Common Expenses, determined in accordance with Section 5.2.1 shall be allocated among, assessed against, and

charged to each Owner according to the ratio of the number of Lots within the Properties owned by the assessed Owner to the total number of Lots subject to Assessments so that each Lot bears an equal share of the total Regular Assessment.

5.2.4 Assessment Roll. That portion of the estimated Common Expenses assessed against and charged to each Owner shall be set forth and recorded in an Assessment roll which shall be maintained and available with the records of the Association and shall be open for inspection at all reasonable times by each Owner or his or her authorized representative for any purpose reasonably related to the Owner's interest as a property Owner or as a Member. The Assessment roll (which may be maintained in the form of a computer printout) shall show, for each Lot, the name and address of the Owner of Record, all Regular, Special and Special Individual Assessments levied against each Owner and his or her Lot, and the amount of such Assessments which have been paid or remain unpaid.

5.2.5 Mailing Notice of Assessment. Within the time requirements specified in Section 5.2.1, above, the Board of Directors shall mail to each Owner, at the street address of the Owner's Lot, or at such other address as the Owner may from time to time designate in writing to the Association, a statement of the amount of the Regular Assessment for the next succeeding fiscal year.

5.2.6 Failure to Make Estimate. If, for any reason, the Board of Directors fails to make an estimate of the Common Expenses for any fiscal year, then the Regular Assessment made for the preceding fiscal year, together with any Special Assessment made pursuant to Section 5.3.2 below, for that year, shall be assessed against each Owner and his or her Lot on account of the then current fiscal year, and installment payments (as hereinafter provided) based upon such automatic Assessment shall be payable on the regular payment dates established by the Board.

5.2.7 Installment Payment. The Regular Assessment levied against each Owner and his or her Lot shall be due and payable in advance to the Association in equal monthly installments on the first day of each month or on such other date or dates as may be established from time to time by the Association's Board of Directors. Installments of Regular Assessments shall be delinquent if not paid within fifteen (15) days following the due date as established by the Board.

5.3 Special Assessments.

5.3.1 Purposes for Which Special Assessments May Be Levied. Subject to the membership approval requirements set forth below, the Board of Directors shall have the authority to levy Special Assessments against the Owners and their Lots for the following purposes:

5.3.2 Regular Assessment Insufficient in Amount. If, at any time, the Regular Assessment for any fiscal year is insufficient in amount due to extraordinary expenses not contemplated in the budget prepared for that fiscal year, then, except as prohibited above, the Board of Directors shall levy and collect a Special Assessment, applicable to the remainder of such year only, for the purpose of defraying, in whole or in part, any deficit which the Association may incur in the performance of its duties and the discharge of its obligations hereunder.

5.3.3 Capital Improvements. The Board may also levy Special Assessments for additional capital improvements within the Common Area (i.e., improvements not in existence on the date of this Declaration that are unrelated to repairs for damage to, or destruction of, the existing Common Facilities). The Special Assessment power conferred hereunder is not intended to diminish the Board's obligation to plan and budget for normal maintenance, and replacement repair of the Common Area or existing Common Facilities through Regular Assessments (including the funding of reasonable reserves) and to maintain adequate insurance on the Common Area and existing Common Facilities in accordance with this Declaration.

5.3.4 Special Assessments Requiring Membership Approval. The following Special Assessments require prior membership approval in accordance with Section 5.7, below: (i) any Special Assessments which, in the aggregate, exceeds five percent (5%) of the Association's budgeted gross expenses for the fiscal year in which the Special Assessment(s) is/are levied; and (ii) any Special Assessments imposed pursuant to Section 5.3.2 when the Board has failed to distribute a budget to the Members within the time specified in Section 5.2.1. The foregoing Member approval requirements shall not apply, however, to any Special Assessment imposed to address any "emergency situation" as defined in Section 5.4, below.

5.3.5 Allocation and Payment of Special Assessments. When levied by the Board or approved by the Members as provided above, the Special Assessment shall be divided among, assessed against and charged to each Owner and his or her Lot in the same manner prescribed for the allocation of Regular Assessments pursuant to this Article. The Special Assessment so levied shall be recorded on the Association's Assessment roll and notice thereof shall be mailed to each Owner.

Special Assessments for purposes described in this section shall be due as a separate debt of the Owner and a lien against his or her Lot, and shall be payable to the Association in equal monthly installments during the remainder of the then current fiscal year. Special Assessments shall be due as a separate debt of the Owner and a lien against his or her Lot, and shall be payable in full to the Association within thirty (30) days after the mailing of such notice or within such extended period as the Board shall determine to be appropriate under the circumstances giving rise to the Special Assessment.

5.4 Assessments to Address Emergency Situations. The requirement of a membership vote to approve: (a) Regular Assessment increases in excess of twenty percent (20%) of the previous year's Regular Assessment, or (b) Special Assessments which, in the aggregate, exceed five percent (5%) of the Association's budgeted gross expenses for the fiscal year in which the Special Assessment(s) is/are levied, shall not apply to Assessments which are necessary to address emergency situations. For purposes of this section, an emergency situation is any of the following: (i) an extraordinary expense required by an order of a court; (ii) an extraordinary expense necessary to repair or maintain the Common Areas and/or Common Facilities where a threat to personal safety is discovered; (iii) an extraordinary expense necessary to repair or maintain the Common Areas and/or Common Facilities that could not have been reasonably foreseen by the Board in preparing and distributing the budget pursuant this Declaration; provided, however, that prior to the imposition or collection of an assessment under this subparagraph (iii),

the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. The Board's resolution shall be distributed to the Members together with the notice of assessment.

5.5 Purpose and Reasonableness of Assessments. Each Assessment made in accordance with the provisions of this Declaration is hereby declared and agreed to be for use exclusively: (a) to promote the recreation, health, safety and welfare of individuals residing within the Properties; (b) to promote the enjoyment and use of the Properties by the Owners and their families, tenants, invitees, licensees, guests and employees; and (c) to provide for the repair, maintenance, replacement and protection of the Common Area and Common Facilities. Each and every Assessment levied hereunder is further declared and agreed to be a reasonable Assessment, and to constitute a separate, distinct and personal obligation (with respect to which a separate lien may be created hereby) of the Owner of the Lot against which the Assessment is imposed that shall be binding on the Owner's heirs, successors and assigns; provided, however, that the personal obligation of each Owner for delinquent Assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

5.6 Exemption of Certain of the Properties from Assessments. The following real property subject to this Declaration shall, unless devoted to the use as a residential dwelling, be exempt from the Assessments and the lien thereof provided herein: (a) any portion of the Properties dedicated and accepted by a local public authority; (b) the Common Area; and (c) any Lot owned by the Association.

5.7 Notice and Procedure for Member Approval. If Member approval is required in connection with any increase or imposition of Assessments, the affirmative vote required to approve the increase shall be a Majority of a Quorum of the Members. The quorum required for such membership action shall be a majority of the Members.

5.8 Maintenance of Assessment Funds.

5.8.1 Bank Accounts. All sums received or collected by the Association from Assessments, together with any interest or late charges thereon, shall be promptly deposited in one or more federally insured checking, savings or money market accounts in a bank or other financial institution selected by the Board of Directors. In addition, the Board shall be entitled to make prudent investment of reserve funds in insured certificates of deposit, money market funds or similar investments consistent with the investment standards normally observed by trustees. The Board and such officers or agents of the Association as the Board shall designate shall have exclusive control of said account(s) and investments and shall be responsible to the Owners for the maintenance at all times of accurate records thereof. The withdrawal of funds from Association accounts shall be subject to the minimum signature requirements imposed by California Civil Code section 5510(a). Any interest received on deposits shall be credited proportionately to the balances of the various Assessment fund accounts maintained on the books of the Association as provided in Section 5.8.3, below.

5.8.2 Expenditure of Assessment Funds. Except as provided below, the proceeds of each Assessment shall be used only for the purpose for which such Assessment was made, and such funds shall be received and held in trust by the Association for such purpose. Notwithstanding the foregoing, the Board, in its discretion, may make appropriate adjustments among the various line items in the Board's approved general operating budget if the Board determines that it is prudent and in the best interest of the Association and its Members to make such adjustments. If the proceeds of any Special Assessment exceed the requirement of which such Assessment was levied, such surplus may, in the Board's discretion, be: (i) returned proportionately to the contributors thereof; (ii) reallocated among the Association's reserve accounts if any such account is, in the Board's opinion, underfunded; or (iii) credited proportionately on account of the Owners' future Regular Assessment obligations.

5.8.3 Separate Accounts; Commingling of Funds. To preclude a multiplicity of bank accounts, the proceeds of all Assessments may be commingled in one or more accounts and need not be deposited in separate accounts so long as the separate accounting records described herein are maintained. For purposes of accounting, but without requiring any physical segregation of assets, the Association shall keep a separate accounting of all funds received by it in payment of each Assessment and of all disbursements made therefrom; provided, however, that receipts and disbursements of Special Assessments made pursuant to the Declaration, shall be accounted for together with the receipts and disbursements of Regular Assessments, and a separate accounting shall be maintained for each capital improvement for which reserve funds for replacement are required to be maintained by the Association. Unless the Association is exempt from federal or state taxes, all sums allocated to capital replacement funds shall be accounted for as contributions to the capital of the Association and as trust funds segregated from the regular income of the Association or in any other manner authorized by law or regulations of the Internal Revenue Service and the California Franchise Tax Board that will prevent such funds from being taxed as income of the Association.

5.8.4 Reserve Funds. The Board shall not expend funds designated as reserve funds for any purpose other than the repair, restoration, replacement, or maintenance of, or litigation involving the repair, restoration, replacement, or maintenance of, major components of the Properties which the Association is obligated to repair, restore, replace, or maintain and for which the reserve fund was established. However, the Board may authorize the temporary transfer of money from a reserve fund to the Association's general operating fund to meet short-term cash-flow requirements or other expenses, provided the Board has made a written finding, recorded in the Board's minutes, explaining the reasons that the transfer is needed, and describing when and how the money will be repaid to the reserve fund.

The transferred funds shall be restored to the reserve fund within one year of the date of the initial transfer, except that the Board may, upon making a finding supported by documentation that a temporary delay would be in the best interests of the Properties, temporarily delay the restoration. The Board shall exercise prudent fiscal management in delaying restoration of these funds and in restoring the expended funds to the reserve account, and shall, if necessary, levy a Special Assessment to recover the full amount of the expended funds within the time limits required by this Section 5.8.4. This Special Assessment is subject to the Member approval requirements of California Civil Code section 5600 and this Declaration, if the aggregate amount

of the Special Assessment exceeds five percent (5%) of the budgeted gross expenses of the Association for the year in which the Special Assessment is imposed. The Board may, at its discretion, extend the date the payment on the Special Assessment is due. Any extension shall not prevent the Board from pursuing any legal remedy to enforce the collection of an unpaid Special Assessment.

When the decision is made to use reserve funds or to temporarily transfer money from the reserve fund to pay for litigation, the Association shall notify the Members of that decision in the next available mailing to all Members pursuant to California Corporations Code section 5016, and of the availability of an accounting of those expenses. The Association shall make an accounting of expenses related to the litigation on at least a quarterly basis. The accounting shall be made available for inspection by Members at the Association's principal office.

5.9 Collection of Assessments; Enforcement of Liens. The Association may elect to pursue one or both of the following remedies in the event of a delinquent assessment:

5.9.1 Personal Obligation. The Association may bring a legal action directly against the Owner for breach of the Owner's personal obligation to pay the assessment and in such action shall be entitled to recover the delinquent assessment or assessments, accompanying late charges, interest, costs and reasonable attorneys' fees. Commencement of a legal action shall not constitute a waiver of any lien rights as described in Section 5.9.2, below.

5.9.2 Assessment Lien. The Association may impose a lien against the Owner's Lot for the amount of the delinquent assessment or assessments, plus any reasonable costs of collection (including reasonable attorneys fees), late charges and interest by taking the following steps:

(a) At least thirty (30) days prior to recording a lien upon the Owner's Lot to collect a delinquent assessment, the Association shall notify the Owner in writing by certified mail of the following (the "Delinquency Notice"): (i) a general description of the collection and lien enforcement procedures of the Association and the method of calculation of the amount, a statement that the Owner of the Lot has the right to inspect the Association records, pursuant to Civil Code section 5205, and the following statement in 14-point boldface type, if printed, or in capital letters, if typed: "IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION"; (ii) an itemized statement of the charges owed by the Owner, including items on the statement which indicate the amount of any delinquent assessments, the fees and reasonable costs of collection, reasonable attorneys' fees, any late charges, and interest, if any; (iii) a statement that the Owner shall not be liable to pay the charges, interest, and costs of collection, if it is determined the assessment was paid on time to the Association; and (iv) the right of the notified Owner to request a meeting with the Board as provided in subparagraph (d), below and Civil Code section 5665.

(b) Any payments made by the Lot Owner toward the delinquent assessment shall first be applied to the assessments owed; and only after the assessments owed are paid in full shall the payments be applied to the fees and the costs of collection, attorneys' fees,

late charges or interest. When an Owner makes a payment, the Owner may request a receipt and the Association shall provide it. The receipt shall indicate the date of payment and the person who received it. The Association shall provide its Members with a mailing address for overnight payment of Assessments.

(c) An Owner may dispute the amounts claimed as due and owing in the Delinquency Notice by submitting to the Board a written explanation of the reasons for his or her dispute. If the Owner wishes to submit an explanation, it must be mailed to the Association within fifteen (15) days of the postmark of the Delinquency Notice. The Board shall respond in writing to the Owner within fifteen (15) days of the date of the postmark of the Owner's explanation.

(d) An Owner may also submit a written request to meet with the Board to discuss a payment plan for the delinquent assessment. This request must also be made within fifteen (15) days of the postmark of the Delinquency Notice. The Association shall provide the Owners with the standards for payment plans, if such standards have been adopted. So long as a timely request for a meeting has been tendered, the Board shall meet with the Owner in executive session within forty-five (45) days of the postmark of the request for a meeting, unless there is no regularly-scheduled Board meeting within that period, in which case the Board may designate a committee of one or more Members to meet with the Owner.

(e) The amount of the Assessment, plus any costs of collection, late charges, and interest assessed in accordance with Civil Code section 5650 shall be a lien on the Owner's Lot from and after the time the Association causes to be recorded with the County Recorder a Notice of Delinquent Assessment, which shall state the amount of the Assessment and other sums imposed in accordance with Civil Code Section 5650, a legal description of the Owner's Lot against which the Assessment and other sums are levied, the name of the record owner of the Owner's Lot against which the lien is imposed. In order for the lien to be imposed by non-judicial foreclosure as provided below, the Notice of Delinquent Assessment shall state the name and address of the trustee authorized by the Association to enforce the lien by sale. The Notice of Delinquent Assessment shall be signed by any officer of the Association or by the person designated by the Association for that purpose and mailed to all record owners of the Owner's Lot no later than ten (10) calendar days after recordation. Within twenty-one (21) days of the payment of the sums specified in the Notice of Delinquent Assessment, the Association shall record or cause to be recorded in the Office of the County Recorder a lien release or notice of rescission and provide the Lot Owner a copy of the lien release or notice that the delinquent assessment has been satisfied.

(f) A lien created pursuant to subparagraph (e), above, shall be prior to all other liens recorded against the Owner's Lot subsequent to the Notice of Delinquent Assessment, except as described in Section 5.11 below.

(f) Subject to the limitations of this Section, after the expiration of thirty (30) days following the recording of a Notice of Delinquent Assessment, the lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the notice of delinquent assessment, or sale by a trustee substituted pursuant to Civil Code section

2934a. Any sale by the trustee shall be conducted in accordance with Civil Code sections 2924, 2924b and 2924c applicable to the exercise of powers of sale in mortgages and deeds of trusts. The fees of a trustee may not exceed the amounts prescribed in Civil Code sections 2924c and 2924d.

(g) If it is determined that a lien previously recorded against a Lot was recorded in error, the party who recorded the lien, within twenty-one (21) calendar days, shall record or cause to be recorded in the San Benito County Recorder's Office a lien release or notice of rescission and provide the Lot Owner with a declaration that the lien filing or recording was in error and a copy of the lien release or notice of rescission.

(h) If the Association fails to comply with the procedures set forth in this Section 5.9.2 prior to recording a lien, the Association shall recommence the required notice process. Any costs associated with recommencing the notice process shall be borne by the Association and not by the Lot Owner.

The provisions of this Section 5.9 are intended to comply with the requirements of Civil Code Section 5660 in effect as of January 1, 2016. If these sections are amended or rescinded in any manner, the provisions of this Section 5.9 automatically shall be amended or rescinded in the same manner. Civil Code Section 5660 may have been amended by the State Legislature, and the Board should confirm the current statutory requirements.

5.10 Transfer of Lot by Sale or Foreclosure. The following rules shall govern the right of the Association to enforce its Assessment collection remedies following the sale or foreclosure of a Lot:

(a) Except as provided in subparagraph (b), below, the sale or transfer of any Lot shall not affect any Assessment lien which has been duly Recorded against the Lot prior to the sale or transfer, and the Association can continue to foreclose its lien in spite of the change in ownership.

(b) The Association's Assessment lien shall be extinguished as to all delinquent sums, late charges, interest and costs of collection incurred prior to the sale or transfer of a Lot pursuant to a foreclosure or exercise of a power of sale by the holder of a prior encumbrance (but not pursuant to a deed-in-lieu of foreclosure). A "prior encumbrance" means any first Mortgage or other Mortgage or lien Recorded against the Lot at any time prior to Recordation of the Association's Assessment lien (see Section 5.11, below).

(c) No sale or transfer of a Lot as the result of foreclosure, exercise of a power of sale, or otherwise, shall relieve the new Owner of such Lot (whether it be the former beneficiary of the first Mortgage or other prior encumbrance or a third party acquiring an interest in the Lot) from liability for any Assessments which thereafter become due with respect to the Lot or from the lien thereof.

(d) Any Assessments, late charges, interest and associated costs of collection which are lost as a result of a sale or transfer of a Lot covered by subparagraph (b), above, shall

be deemed to be a Common Expense collectible from the Owners of all of the Lots, including the person who acquires the Lot and his or her successors and assigns.

(e) No sale or transfer of a Lot as the result of foreclosure, exercise of a power of sale, or otherwise, shall affect the Association's right to maintain an action against the foreclosed previous Owner personally to collect the delinquent Assessments, late charges, interest and associated costs of collection incurred prior to and/or in connection with the sale or transfer.

5.11 Priorities. When a Notice of Delinquent Assessment has been Recorded, such notice shall constitute a lien on the Lot prior and superior to all other liens or encumbrances Recorded subsequent thereto, except: (a) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; and (b) the lien or charge of any first Mortgage of record (meaning any Recorded Mortgage with first priority over other Mortgages) made in good faith and for value; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to the transfer of such property pursuant to the exercise of a power of sale or a judicial foreclosure involving a default under such first Mortgage or other prior encumbrance.

5.12 Unallocated Taxes. In the event that any taxes are assessed against the Common Area, or the personal property of the Association, rather than being assessed to the Lots, such taxes shall be included in the Regular Assessments imposed pursuant to this Article 5 and, if necessary, a Special Assessment may be levied against the Lots in an amount equal to such taxes to be paid in two installments, thirty (30) days prior to the due date of each tax installment.

ARTICLE 6 – ARCHITECTURAL REVIEW

6.1 Architectural Review Committee Approval of Improvements.

6.1.1 Approval Generally. Before commencing construction or installation of any Improvement within the Properties, the Owner planning such Improvement must submit a written request for approval to the Architectural Committee. The Owner's request shall include plans, specifications and plot plans satisfying the minimum requirements specified in the Architectural Rules. Unless the Committee's approval of the proposal is first obtained, no work on the Improvement shall be undertaken. The Architectural Committee shall base its decision to approve, disapprove or conditionally approve the proposed Improvement on the criteria described in this Article. Nothing in Article 6 shall relieve the Owner of his or her obligation to submit such plans, specifications, plot plans and other required materials to the County and to obtain all required permits and approvals from the County prior to commencing work.

6.1.2 Definition of "Improvement". The term "Improvement" as used herein includes, without limitation, the construction, installation, alteration or remodeling of any buildings, walls, decks, fences, swimming pools, landscaping, landscape structures, or any other structure of any kind. In no event shall the term "Improvement" be interpreted to include Improvement projects which are restricted to the interior of any Residence.

6.1.3 Modifications to Approved Plans Must Also Be Approved. Once a proposed work of Improvement has been duly approved by the Committee, no material modifications shall be made in the approved plans and specifications therefore and no subsequent alteration, relocation, addition or modification shall be made to the work of Improvement, as approved, without a separate submittal to, and review and approval by, the Committee. If the proposed modification will have, or is likely to have, a material effect on other aspects or components of the work, the Committee, in its discretion, may order the Owner and his or her contractors and agents to cease working not only on the modified component of the Improvement, but also on any other affected component.

In the event that it comes to the knowledge and attention of the Association, its Architectural Committee, or the agents or employees of either, that a work of Improvement, or any modification thereof, is proceeding without proper approval, the Association shall be entitled to exercise the enforcement remedies specified below, including, without limitation, ordering an immediate cessation and abatement of all aspects of the work of Improvement until such time as proper Architectural Committee review and approval is obtained.

6.2 Composition of the Committee. The Committee shall be composed of three persons appointed by the Board. In selecting members for the Committee, the Board shall endeavor to select individuals whose occupations or education will provide technical knowledge and expertise relevant to matters within the Committee's jurisdiction. Committee members shall serve one-year terms subject to the Board's power to remove any Committee member and to appoint his or her successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant hereto.

6.3 Duties of the Committee. The Committee shall have the duty to consider and act upon the proposals and plans for Improvements submitted to it pursuant to this Declaration, to adopt Architectural rules pursuant to Section 6.5, below, to perform other duties delegated to it by the Board of Directors and to carry out all other architectural review duties imposed upon it by this Declaration.

6.4 Meetings. The Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of a majority of the Committee members shall constitute the action of the Committee and the Committee shall keep and maintain a written record of all actions taken. The Applicant shall be entitled to appear at any meeting of the Committee at which his or her proposal has been scheduled for review and consideration. The Applicant shall be entitled to be heard on the matter and may be accompanied by his or her architect, engineer and/or contractor. Other Owners whose properties may be affected by the proposed Improvement shall also be entitled to appear upon prior request to the Committee.

6.5 Architectural Rules. The Architectural Committee, with approval of the Board of Directors, may adopt, amend and repeal rules and regulations to be known as "Architectural Rules," to be consistent with the County's conditions of approval regarding Tentative Subdivision Map 07-76(A) and other permits, improvement plans, and other related entitlements approved by the County and with applicable standards set forth in the San Benito County Code and the California Building Code then in effect. The Architectural Rules shall interpret and implement

the provisions hereof by setting forth: (a) the standards and procedures for Architectural Committee review, including the required content of Improvement plans and specifications; (b) guidelines for architectural design, placement of any work of Improvement or color schemes, exterior finishes and materials and similar features which are recommended or required for use in connection with particular Improvement projects within the Properties; and (c) the criteria and procedures for requesting variances from any property use restrictions or minimum construction standards that would otherwise apply to the proposed Improvement under the Governing Documents (see Section 6.12, below). Notwithstanding the foregoing, no Architectural Rule shall be in derogation of the minimum standards required by this Declaration. In the event of any conflict between the Architectural Rules and this Declaration, the provisions of the Declaration shall prevail.

6.6 Basis for Approval of Improvements. When a proposed Improvement is submitted to the Architectural Committee for review, the committee shall grant the requested approval only if the Committee, in its sole discretion, makes the following findings regarding the property project:

(a) The Owner's plans and specifications conform to this Declaration and to the Architectural Rules in effect at the time such plans are submitted to the Committee, to the conditions of approval of Tentative Subdivision Map 07-76(A) and other permits, improvement plans, and other related entitlements approved by the County and with applicable standards set forth in the San Benito County Code and the California Building Code then in effect, subject only to such nonconforming elements as have been specifically approved by variance;

(b) The Improvement will be in harmony with the external design of other structures and/or landscaping within the Properties;

(c) The Improvement, as a result of its appearance, location or anticipated use, will not interfere with the reasonable enjoyment of any other Owner of his or her property; and

(d) The proposed Improvement(s), if approved, will otherwise be consistent with the architectural and aesthetic standards prevailing within the Properties and with the overall plan and scheme of development within the Properties.

The Committee shall be entitled to determine that a proposed Improvement or component thereof is unacceptable when proposed on a particular Lot, even if the same or a similar Improvement/component has previously been approved for use at another location within the Properties if factors such as drainage, topography or visibility from roads, Common Areas or other Lots or prior adverse experience with the product or components used in construction of the Improvement, design of the Improvement or its use at other locations within the Properties support a change in policy regarding future approvals of the same Improvement or use of a particular component thereof on the Lot involved in the Owner's submittal. It is expressly agreed that the Committee shall be entitled to make subjective judgments and to consider the aesthetics of a proposed Improvement project, so long as the Committee acts reasonably and in good faith.

The approval by the Committee of any plans, drawings or specifications for any work of Improvement done or proposed, or for any other matter requiring the Committee's approval under this Declaration, or any waiver thereof, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval by the same or some other Owner. Different locations for Improvements, the size of the structure, proximity to other Residences or Common Facilities and other factors may be taken into consideration by the Committee in reviewing a particular submittal. In approving a request for construction of an Improvement, the Committee may conditionally approve a proposed project subject to the applicant's agreement to make modifications in the plans and specifications or observance of restrictions as to location, noise abatement or similar mitigating conditions.

6.7 Time Limits for Approval or Rejection. Within thirty (30) days after submission of plans and specifications satisfying the requirements of the Architectural Rules, the Architectural Committee shall return one set of such plans to the Applicant, with either written notice of approval or disapproval or with written suggestions of changes required for approval accompanying the returned set of plans. If the Committee recommends that the plans and specifications be modified, the Applicant may implement such changes to the plans and within thirty (30) days resubmit plans incorporating such changes for approval to the Committee, which shall not unreasonably withhold (weather permitting for site inspections), its approval so long as the Applicant has complied in all material respects with the requested changes. If no written notice of approval or disapproval is received by the Applicant within thirty (30) days after the Owner's plans and specifications (or revisions thereto) are submitted to the Committee, the plans shall be deemed to have been approved as submitted.

6.8 Proceeding With Work. Upon receipt of approval of an Improvement project from the Committee, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement of construction and excavation pursuant to the approval. In all cases, work on an Improvement project shall commence within six (6) months after the Committee's approval is issued and the project shall be completed within one year from the date of such approval. If the Owner fails to comply with this paragraph, any approval given pursuant to this Article shall be deemed revoked unless the Committee, upon written request of the Owner prior to the expiration of the initial one year period, extends the time for commencement or completion. No such extension shall be granted except upon a finding by the Committee that there has been no change in the circumstances upon which the original approval was granted and that the Owner has a bona fide intention and ability to complete the Improvement project within the time specified in the extension request.

6.9 Failure to Complete Work. Unless the Owner has been granted an extension of time to complete the project by the Committee, construction, reconstruction, refinishing or alteration of any such Improvement must be complete within one year after construction has commenced, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner because of weather conditions, strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Owner or his or her agents. In the case of building Improvements, the requirements of this section shall be deemed to have been met if, the Owner has complied with all local, County and state regulations regarding time of completion of work and evidence of such compliance has been submitted to the Association office.

If the Owner fails to comply with this section, the Committee shall notify the Board of such failure, and the Board shall proceed in accordance with the provisions of Section 6.10(c) and (d), below, as though the failure to complete the Improvement was a noncompliance with approved plans.

6.10 Inspection of Work by Architectural Committee. Inspection of the work relating to any approved Improvement and correction of defects therein shall proceed as follows:

(a) During the course of construction, representatives of the Committee shall have the right to inspect the job site to confirm that the Improvement project is proceeding in accordance with the approved plans and specifications.

(b) Upon the completion of any work of Improvement for which Committee approval is required under this Article, the Owner shall give the Committee a written notice of completion.

(c) Within thirty (30) days thereafter, the Committee, or its duly authorized representative, may inspect the Improvement to determine whether it was constructed, reconstructed, altered or refinished in substantial compliance with the approved plans. If the Committee finds that the Improvement was not erected, constructed or installed in substantial compliance with the Owner's approved plans, then within the 30-day inspection period the Committee shall give the Owner a written notice of noncompliance detailing those aspects of the Improvement project that must be modified, completed or corrected. If the violation or nonconforming work is not corrected, the Association and the Committee shall have the enforcement rights and remedies set forth in Section 5.11, below.

(d) If for any reason, other than inclement weather, the Committee fails to notify the Owner of any noncompliance within thirty (30) days after receipt of the Owner's notice of completion, the Improvement shall be deemed to have been constructed in accordance with the approved plans for the project, unless it can be demonstrated that the Owner knew of the noncompliance and intentionally misled the Committee with respect thereto.

6.11 Enforcement of Architectural Compliance Matters.

(a) In addition to other enforcement remedies set forth in this Declaration, the Architectural Committee shall have the authority to order an abatement ("red tag") of any construction, alteration or other matter for which approval is required, to the extent that it has not been approved by the Committee or if it does not conform to the plans and specifications submitted to and approved by the Committee. If an Improvement project is red tagged, the Owner and his or her contractor shall cease all construction activity until such time as the issue giving rise to the red tag order is resolved. The red tag notice shall clearly state the reasons why the abatement has been ordered.

(b) No work for which approval is required shall be deemed to be approved simply because it has been completed without a complaint, notice of violation, or commencement

of a suit to enjoin such work. If any legal proceeding is initiated to enforce any of the provisions hereof, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to the costs of such proceeding.

(c) If the Owner fails to remedy any noticed noncompliance within thirty (30) days from the date of such notification, or if the Owner feels that the project has been red tagged without justification, the Committee shall notify the Board in writing of such failure. The Board shall then set a date on which a hearing before the Board shall be held regarding the alleged noncompliance. The hearing shall be conducted in accordance with Section 11.6, below.

6.12 Variances. The Architectural Committee, in its sole discretion, shall be entitled to allow reasonable variances in any procedures specified in this Article or in any land use restrictions specified in Article 8 to overcome practical difficulties, avoid unnecessary expense or prevent unnecessary hardship to Applicants, provided all of the following conditions are met:

(a) If the requested variance will necessitate deviation from, or modification of, a minimum construction standard or a property use restriction that would otherwise be applicable under this Declaration, the Architectural Committee must conduct a hearing on the proposed variance after giving prior written notice to the Board and to all Owners residing within three hundred (300) feet of the subject Lot. The notice shall also be posted in the Association's principal office. The notice shall be posted and mailed to the interested Owners at least fifteen (15) days prior to the date when the Architectural Committee is scheduled to act on the requested variance. No decision shall be made with respect to the proposed variance until the 15-day comment period has elapsed.

(b) The Architectural Committee must make a good faith written determination that the variance is consistent with one or more of the following criteria: (i) the requested variance will not constitute a material deviation from any restriction contained herein or that the variance proposal allows the objectives of the violated requirement(s) to be substantially achieved despite noncompliance; or (ii) that the variance relates to a requirement land use restriction, or minimum construction standard otherwise applicable hereunder that is unnecessary or burdensome under the circumstances; or (iii) that the variance, if granted, will not result in a material detriment, or create an unreasonable nuisance with respect, to any other Lot or Common Area within the Properties.

6.13 Compliance With Governmental Regulations. Review and approval by the Committee of any proposals, plans or other submittals pertaining to Improvements shall in no way be deemed to constitute satisfaction of, or compliance with, any building permit process or any other governmental requirements, the responsibility for which shall lie solely with the Owner who desires to construct, install, or modify the Improvement. A copy of any required governmental permits may be required by the Committee to accompany improvement plans submitted to the Committee.

6.14 Appeals. Appeals from decisions of the Architectural Committee may be made to the Board of Directors, which may elect, in its discretion, to hear the appeal or, in the alternative, to affirm the decision of the Architectural Committee. The Association Rules shall contain procedures to process appeals pursuant to this section.

ARTICLE 7 – ASSOCIATION AND OWNER MAINTENANCE

7.1 Common Areas. The Association shall be solely responsible for all maintenance, repair, upkeep and replacement of all portions of the Common Areas, including maintenance of all roads, drainage, open space and landscaping areas within the Common Area. The Association shall provide for and maintain street lighting and street sweeping along all streets within the Common Area. No person other than the Association or its duly authorized agents shall construct, reconstruct, refinish, alter or maintain any Improvement upon, or shall create any excavation or fill or change the natural or existing drainage of any portion of the Common Area. In addition, no person shall remove any tree, shrub or other vegetation from, or plant any tree, shrub, or other vegetation upon the Common Area without express approval of the Association.

7.2 Owner Maintenance Responsibility. Each Owner shall be responsible for the maintenance and repair of his or her Residence and Lot, including landscaped areas, open space and drainage within his or her Lot.

7.3 Association Recovery of Costs of Certain Repairs and Maintenance.

7.3.1 Association Maintenance Necessitated by Owner Negligence. If the need for maintenance or repair, which would otherwise be the Association's responsibility hereunder, is caused through the willful or negligent acts of an Owner, his or her family, guests, tenants, or invitees, and is not covered or paid for by insurance policies maintained by the Association or the responsible Owner, the cost of such maintenance or repairs shall be subject to recovery by the Association through and against the offending Owner.

7.3.2 Owner Defaults in Maintenance Responsibilities. If an Owner fails to perform maintenance or repair functions on the Owner's Lot for which he or she is responsible, the Association may give written notice to the offending Owner with a request to correct the failure within fifteen (15) days after receipt thereof. If the Owner refuses or fails to perform any necessary repair or maintenance, the Association may exercise its rights, to enter the Owner's Lot and perform the repair or maintenance so long as the Owner has been given notice and the opportunity for a hearing in accordance with this Declaration.

7.4 Cooperative Maintenance Obligations. To the extent necessary or desirable to accomplish the Association's maintenance and repair obligations hereunder, individual Owners shall cooperate with the Association and its agents and maintenance personnel in the prosecution of its work.

7.5 Drainage Structures, Ditches and Swales.

(a) All drainage structures, culverts and canals improved by the Association for the major collection of storm runoff and any natural drainage courses within Common Areas shall be maintained regularly by the Association.

(b) Except as provided in subsection (a), above, each Owner shall keep drainage courses, ditches and swales on his or her Lot free and clear of all obstructions, and shall, in

cooperation with contiguous property Owners (including the Association as to any contiguous parcels it owns), maintain all such drainage ditches, swales and culverts common to their Lots in good order.

(c) No Owner or resident shall alter or obstruct a natural drainage course, or materially add to the natural water volume of the drainage course without making adequate provisions with respect to neighboring Lots and Common Areas. Any such alterations, obstructions, or additions to water volume shall be considered a work of Improvement that is subject to prior review and approval by the Architectural Committee.

ARTICLE 8 – USE OF PROPERTIES AND RESTRICTIONS

In addition to and consistent with the restrictions established by law, conditions of approval regarding Tentative Subdivision Map 07-76(A) and other permits, improvement plans, and other related entitlements issued or approved by the County or Association Rules promulgated by the Board of Directors (consistent with this Declaration), the following restrictions are hereby imposed upon the use of Lots, Common Areas and other parcels within the Properties.

8.1 Use of Lots.

(a) All Lots within the Property shall be used solely for the construction of Residences whose occupancy and use shall be restricted to Single Family Residential Use. In no event shall a Residence be occupied by more individuals than permitted by applicable law, zoning or other local governmental regulation. All Residences constructed on lots shall be a minimum of 2,500 square feet. The main Residence on each lot shall be constructed with an all-tile roof.

(b) All Residence and related structures erected on any Lot shall conform to the minimum construction standards set forth in this Declaration, unless a variance has been granted by the Architectural Committee.

(c) Each Lot shall be conveyed as a separately designated and legally described fee simple estate, subject to this Declaration. All Lots and the Residences and other Improvements erected or placed thereon (including, without limitation, landscaping) shall at all times be maintained in such a manner as to prevent their becoming unsightly.

(d) The vegetation and landscaping on any Lot shall be planted or maintained by the Owner or resident in such a manner as to reduce the risk of fire, prevent or retard shifting or erosion of soils, encourage the growth of indigenous ground cover and to cause the proper diversion of water into streets and natural drainage channels.

(e) No camping, whether temporary or permanent, and no temporary structures of any kind shall be permitted on any Lot.

8.2 Prohibition of Noxious Activities. No illegal, noxious or offensive activities shall be carried out or conducted upon any Lot or Common Area nor shall anything be done within the Properties which is or could become an unreasonable annoyance or nuisance to neighboring

property Owners. Without limiting the foregoing, no Owner shall permit noise, including, but not limited to barking dogs, the operation of excessive noisy air conditioners, stereo amplifier systems, television systems, motor vehicles or power tools, to emanate from an Owner's Lot or from activities within the Common Area, which would unreasonably disturb any other Owner's or tenant's enjoyment of his or her Lot or the Common Area.

8.3 Household Pets. The following restrictions regarding the care and maintenance of pets within the Properties shall be observed by each Owner and resident:

(a) A reasonable number of common household pets may be kept on each Lot so long as the same are not kept, bred or maintained for commercial purposes. No other animals, livestock, or poultry of any kind shall be kept, bred or raised on any Lot or in any Residence.

(b) Dogs shall only be allowed on the Common Area when they are leashed and otherwise under the supervision and restraint of their Owners.

(c) No household pet shall be left chained or otherwise tethered in front of a Lot or in the Common Area. Proper facilities for the care, shelter and feeding of household pets shall be provided by the Owner thereof so as to avoid any annoyance or nuisance to the neighborhood.

(d) Each person bringing or keeping a pet on the Properties shall be solely responsible for the conduct of the owner's pets. The Association, its Board, officers, employees and agents shall have no liability (whether by virtue of this Declaration or otherwise) to any Owners, their family members, guests, invitees, tenants and contract purchasers for any damage or injury to persons or property caused by any pet.

(e) The Board of Directors shall have the right to establish and enforce additional rules and regulations defining in a uniform and nondiscriminatory manner, what constitutes a "reasonable number" of pets depending on their size, disposition and/or maintenance requirements and imposing standards for the reasonable control and keeping of household pets in, upon and around the Properties to ensure that the same do not interfere with the quiet and peaceful enjoyment of the Properties by the other Owners and residents.

8.5 Signs. No signs or billboards of any kind shall be displayed on any Lot or posted within or upon any portion of the Common Area except that Owners may post on their Lots any signs required by legal proceedings and a single "For Rent," "For Lease" or "For Sale" sign of reasonable dimensions. A-frame or other directional signs of real estate brokers advertising Lots for sale or lease shall only be allowed within the Common Area or roadways within the Properties in strict compliance with applicable Association Rules.

8.6 Business Activities. No business or commercial activities of any kind whatsoever shall be conducted in any Residence, garage or out building or in any portion of any Lot without the prior written approval of the Board; provided, however, the foregoing restriction shall not apply to the activities, signs or activities of the Association in the discharge of its responsibilities under the Governing Documents. Furthermore, no restrictions contained in this section shall be

construed in such a manner so as to prohibit any Owner from: (a) maintaining his or her personal library in his or her Residence; (b) keeping his or her personal business records or accounts therein; (c) handling his or her personal or professional telephone calls or correspondence therefrom; (d) leasing or renting his or her Residence in accordance with the terms of this Declaration or (e) the conduct of home business through the use of computers and other technology so long as such work involves no unusual or excessive street traffic, in-house employees or contractors or noise; or (f) conducting any other activities on the Owner's Lot otherwise compatible with residential use and the provisions of this Declaration which are permitted under applicable zoning laws or regulations without the necessity of first obtaining a special use permit or specific governmental authorization so long as any such activity does not involve exterior signage or create customer traffic within the Properties. The uses described in (a) through (e), above, are expressly declared to be customarily incidental to the principal residential use and not in violation of this section. Except for those uses specifically set forth in this Section, above and in this Article 8, no other use shall be allowed except as specifically permitted by local ordinance; provided, however, Declarant may use any of the Residences owned by Declarant as model homes, sales offices, construction offices or storage during that period of time commencing when the Residences are first sold or offered for sale to the public and ending when either (a) all the Residences in the Community are sold and conveyed by Declarant to separate owners thereof, or (b) seven (7) years after the first close of escrow of a Lot or Condominium, whichever shall first occur.

8.7 Garbage. No rubbish, trash, or garbage shall be allowed to accumulate on Lots. Any trash that is accumulated by an Owner outside the interior walls of a Residence shall be stored entirely within appropriate covered disposal containers and facilities which shall be screened from view from any street, neighboring Lot or Common Area. Any extraordinary accumulation of rubbish, trash, garbage or debris (such as debris generated upon vacating of premises or during the construction of modifications and Improvements) shall be removed from the Properties to a public dump or trash collection area by the Owner or tenant at his or her expense. The Association shall be entitled to impose reasonable fines and penalties for the collection of garbage and refuse disposed in a manner inconsistent with this section.

8.8 Storage. Storage of personal property on any Lot shall be entirely within the Owner's Residence, garage or other appropriate enclosed storage areas. The Association shall have the right to establish and maintain within the Common Areas appropriate storage yards and storage buildings for the maintenance of materials and equipment used by the Association in connection with its planting, building, repair, maintenance and preservation of the structures, landscaping and other Improvements within the Common Areas which the Association is obligated to repair and maintain.

8.9 Clotheslines. No exterior clothesline shall be erected or maintained and there shall be no drying or laundering of clothes on any Lot in a manner which is visible from any neighboring Lot or the Common Area.

8.10 Antennas and Similar Devices. Owners are entitled to maintain antennas on their Residences which are designed for customary television and radio broadcast reception. Nevertheless, in order to ensure adequate aesthetic controls and to maintain the general attractive appearance of the Properties, no Owner, resident or lessee shall, at his or her expense or otherwise,

place or maintain any objects, such as masts, towers, poles, television and radio antennas, or television satellite reception dishes on or about the exterior of any building within the Properties unless architectural approval is first obtained in accordance with this Declaration. The Committee shall exercise its discretion to regulate television satellite reception dishes in a manner consistent with State and Federal regulations. Furthermore, no activity shall be conducted on any Lot which causes an unreasonable broadcast interference with television or radio reception on any neighboring Lot.

8.11 Burning. There shall be no exterior fires whatsoever except barbecue fires located only upon Lots and contained within receptacles designed for such purpose.

8.12 Sports Apparatus. The erection of basketball standards or fixed sports apparatus is prohibited, except as provided by this Subsection. A single basketball standard affixed to the structure of a dwelling and located over or adjacent to the garage door(s) is permitted, as is a free-standing standard located immediately adjacent to a house and located so a ball in normal play cannot strike a neighboring house or go into the street. Except as provided in the next sentence, a basketball standard may not be located more than three (3) feet from the wall of a Unit including an attached garage. In addition with the written approval of the Planning Committee, a basketball standard may be allowed along the outside or inside curve of a curved driveway provided it is set back from the street as far as the wall of the Unit including an attached garage which is closest to the street. No basketball standard will be located on or near a sidewalk or the street. A basketball standard must be maintained in good condition and repair. Any portable basketball standard must be stored out of sight of the street or neighboring houses except when it is being used for play.

8.13 Machinery and Equipment. No power tools, machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual or customary in connection with the use, maintenance or repair of a private Residence or appurtenant structures within the Properties.

8.14 Diseases and Pests. No Owner shall permit any thing or condition to exist upon his or her Lot which shall induce, breed, or harbor infectious plant diseases, rodents or noxious insects.

8.15 Parking and Vehicle Restrictions. The following parking and vehicle restrictions shall apply within the Properties:

(a) All driveways and garages shall be maintained in a neat and orderly condition and garage doors shall be maintained in a closed position except as necessary to permit ingress and egress of vehicles or to provide ventilation during times when an owner or resident is physically present in the garage.

(b) The garages are to be used for the parking of standard passenger vehicles and trucks not to exceed three-quarter tons in gross weight, boats or similar items for storage purposes and shall not be converted to living quarters or work-shops or used for the storage of boats, trailers, campers or recreation vehicles. In no event shall the garage area be used in a way which will preclude the parking of the Owner's or occupant's vehicles within the garage.

(c) No vehicle shall be parked or left on any street except within specified parking areas so designated by the Board.

(d) No motor vehicle shall be constructed, reconstructed or repaired within the Properties and no dilapidated or inoperable vehicle, including vehicles without wheel(s) or an engine, shall be stored on the Properties; provided, however that the provisions of this section shall not apply to emergency vehicle repairs.

(e) Campers, boats, trailers, motorcycles, commercial vehicles and trucks in excess of three-quarter ton are not to be parked within the Properties, other than within enclosed garages except for periods not to exceed eight (8) hours for the purpose of loading and unloading. As an exception to the foregoing restriction, trailers, campers and recreational vehicles may be permitted to be parked on a lot, outside of a garage, on a case-by-case determination of the Architectural Committee that (i) the location of the trailer or vehicle will not unreasonably interfere with the view or aesthetic enjoyment by neighbors of their property; and (ii) that the proposed location is adequately screened from view of neighboring streets or Lots. Personal property other than authorized vehicles shall not be stored in garages if such storage will necessitate or result in the parking of vehicles on streets within the Properties.

(f) The Board shall have the authority to promulgate further reasonable rules and restrictions of uniform application regarding the parking and/or operation of vehicles within the Properties as may be deemed prudent and appropriate.

8.16 Children. Each Owner and resident shall be accountable to the remaining Owners and residents, their families, visitors, guests and invitees, for the conduct and behavior of their children and any children temporarily residing in or visiting the Owner's/resident and for any property damage caused by such children.

8.17 Activities Affecting Insurance. Nothing shall be done or kept on any Lot or within the Common Area which will increase the rate of insurance relating thereto without the prior written consent of the Association and no Owner shall permit anything to be done or kept on his Lot or the Common Area which would cause any improvements to be uninsurable against loss by fire or casualty or result in the cancellation of insurance on any Residence or any part of the Common Area.

8.18 Restriction on Further Subdivision and Severability. No Lot shall be further subdivided nor shall less than all of any such Lot be conveyed by an Owner thereof and no Owner of a Lot within the Properties shall be entitled to sever that Lot from the Common Area portion of the Properties.

8.19 Variances. Upon application by any Owner, the Architectural Committee shall be authorized and empowered to grant reasonable variances from the property use restrictions set forth in this Article, if specific application of the restriction will, in the sole discretion of the Committee, either cause an undue hardship to the affected Owner or fail to further or preserve the common plan and scheme of development contemplated by this Declaration. In considering and

acting upon any request for a variance, the Committee shall follow the procedures set forth in Section 6.12, above, for the granting of architectural variances.

8.20 Enforcement of Property Use Restrictions. The objective of this Declaration shall be to promote and seek voluntary compliance by Owners and tenants with the environmental standards and property use restrictions contained herein. Accordingly, in the event that the Association becomes aware of an architectural or property use infraction that does not necessitate immediate corrective action, the Owner or Tenant responsible for the violation shall receive written notice thereof and shall be given a reasonable opportunity to comply voluntarily with the pertinent Governing Document provision(s). Such notice shall describe the noncomplying condition, request that the Owner or tenant correct the condition within a reasonable time specified in the notice, and advise the Owner or tenant of his or her right to be heard on the matter.

8.21 Future Construction. Nothing in this Declaration shall limit the right of Declarant to complete construction of improvements to the Property and construction of Residences on Lots owned by Declarant or to alter them or to construct additional improvements as Declarant deems advisable before completion and sale of all of the Lots within the Property or any other property annexed pursuant to Section 1.2, above.

ARTICLE 9 – INSURANCE

9.1 Types of Insurance Coverage. The Association shall purchase, obtain and maintain, the following types of insurance, if and to the extent such insurance, with the coverages described below, is available at a reasonable premium cost:

9.1.1 Fire and Casualty Insurance. A policy of fire and casualty insurance naming as parties insured the Association and any Mortgagee of the Common Area, and containing the standard extended coverage and replacement cost endorsements and such other or special endorsements as will afford protection and insure, for the full insurable, current replacement cost (excluding foundations and excavation, but without deduction for depreciation) as determined annually by the insurance carrier, all Common Area property and the personal property of the Association for or against the following: (a) loss or damage by fire or other risks covered by the standard extended coverage endorsement; (b) loss or damage from theft, vandalism or malicious mischief; or (c) such other risks, perils or coverage as the Board of Directors may determine.

Such policy or the endorsement made a part thereof shall, to the extent available, provide that the insurer issuing the policy agrees to abide by the decision of the Association made in accordance with the provisions of the Declaration, as to whether or not to repair, reconstruct or restore all or any damaged or destroyed portion of the Common Area.

9.1.2 Public Liability and Property Damage Insurance. To the extent such insurance is reasonably obtainable, a policy of comprehensive public liability and property damage insurance naming as parties insured the Association, each member of the Board of Directors, any manager, the Owners and occupants of Lots, and such other persons as the Board may determine. The policy will insure each named party against any liability incident to the ownership and use of the Common Area and including, if obtainable, a cross-liability or severability of interest

endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than One Million Dollars (\$1,000,000.00) covering all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance shall include coverage against water damage liability, liability for non-owned and hired automobiles, liability for property of others and any other liability or risk customarily covered with respect to projects similar in construction, location and use.

9.1.3 Director's and Officer's Liability Insurance. To the extent such insurance is reasonably obtainable the Association shall maintain individual liability insurance for its directors and officers providing coverage for negligent acts or omissions in their official capacities. The minimum coverage of such insurance shall be at least One Million Dollars (\$1,000,000.00).

9.1.4 Additional Insurance and Bonds. To the extent such insurance is reasonably obtainable, the Association may also purchase with Common Funds such additional insurance and bonds as it may, from time to time, determine to be necessary or desirable, including, without limiting the generality of this section, demolition insurance, flood insurance, and workers' compensation insurance. The Board shall also purchase and maintain fidelity bonds or insurance in an amount not less than one hundred percent (100%) of each year's estimated annual operating expenses and shall contain an endorsement of any person who may serve without compensation.

9.2 Coverage Not Available. In the event any insurance policy, or any endorsement thereof, required by Section 9.1, above, is for any reason not available, then the Association shall obtain such other or substitute policy or endorsement as may be available which provides, as nearly as possible, the coverage hereinabove described. The Board shall notify the Owners of any material adverse changes in the Association's insurance coverage.

9.3 Copies of Policies. Copies of all insurance policies (or certificates thereof showing the premiums thereon have been paid) shall be retained by the Association and shall be available for inspection by Owners at any reasonable time.

9.4 Trustee. All insurance proceeds payable under Section 9.1, above, may, in the discretion of the Board of Directors, be paid to a trustee to be held and expended for the benefit of the Owners, Mortgagees and others, as their respective interests shall appear. The trustee shall be a commercial bank in the County that agrees in writing to accept such trust.

9.5 Adjustment of Losses. The Board is appointed attorney-in- fact by each Owner to negotiate and agree on the value and extent of any loss under any policy carried pursuant to Section 9.1, above. The Board is granted full right and authority to compromise and settle any claims or enforce any claim by legal action or otherwise and to execute releases in favor of any insured.

9.6 Insurance on Lots and Residences. An Owner may carry whatever personal liability, property damage liability, fire and casualty insurance with respect to his or her Lot, Residence and personal property as the Owner desires. The Association shall have no responsibility for the provision, adequacy, or extent of such insurance coverage.

ARTICLE 10 – CONDEMNATION

If all or part of the Common Area shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages for or on account of the taking of the Common Area, exclusive of compensation for consequential damages to certain affected Lots or Parcels, shall be payable to the Association as trustee for all Owners and mortgagees according to the loss or damages to their respective interest in the Common Area. The Association, acting through its Board of Directors, shall have the right to act on behalf of the Owners with respect to the negotiation, settlement and litigation of the issues with respect to the taking and compensation affecting the Common Area. Each Owner hereby designates and appoints each Association as his or her attorney-in-fact for such purposes.

ARTICLE 11 – BREACH AND DEFAULT

11.1 Remedy at Law Inadequate. Except for the nonpayment of any Assessment, it is hereby expressly declared and agreed that the remedy at law to recover damages for the breach, default or violation of any of the covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges or equitable servitudes contained in this Declaration are inadequate and that the failure of any Owner, tenant, occupant or user of any Lot, or any portion of the Common Area or Common Facilities, to comply with any provision of the Governing Documents may be enjoined by appropriate legal proceedings instituted by any Owner, the Association, its officers or Board of Directors, or by their respective successors in interest.

11.2 Nuisance. Without limiting the generality of the foregoing Section 11.1, the result of every act or omission whereby any covenant contained in this Declaration is violated in whole or in part is hereby declared to be a nuisance, and every remedy against nuisance, either public or private, shall be applicable against every such act or omission.

11.3 Attorneys' Fees. Reasonable attorneys' fees and costs shall be awarded to the prevailing party in any procedure to enforce the Governing Documents or a party's rights arising under the Governing Documents. Such enforcement procedure includes an action brought in any court having jurisdiction over any alternative dispute resolution procedure implemented pursuant to the Governing Documents or to California Civil Code section 5975, as it may be renumbered and revised from time to time. In any enforcement procedure, such as mediation, conducted pursuant to California Civil Code section 5975, in which there is not an agreement between all of the parties that attorneys will represent them, recoverable costs are limited to attorneys' fees and costs incurred in providing the notices required under such statute.

11.4 Cumulative Remedies. The respective rights and remedies provided by this Declaration or by law shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude or affect the exercise, at the same or at different times, of any other such rights or remedies for the same or any different default or breach or for the same or any different failure of any Owner or others to perform or observe any provision of this Declaration.

11.5 Failure Not a Waiver. The failure of any Owner, the Board of Directors, the Association or its officers or agents to enforce any of the covenants, conditions, restrictions,

limitations, reservations, grants or easements, rights, rights-of-way, liens, charges or equitable servitudes contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter, nor shall such failure result in or impose any liability upon the Association or the Board, or any of its officers or agents.

11.6 Rights and Remedies of the Association.

11.6.1 Rights Generally. In the event of a breach or violation of any Association Rule or of any of the restrictions contained in any Governing Document by an Owner, his or her family, or the Owner's guests, employees, invitees, licensees, or tenants, the Board, for and on behalf of all other Owners, may enforce the obligations of each Owner to obey such Rules, covenants, or restrictions through the use of such remedies as are deemed appropriate by the Board and available in law or in equity, including but not limited to the hiring of legal counsel, the imposition of fines and monetary penalties, the pursuit of legal action, or the suspension of the Owner's right to use recreation Common Facilities or suspension of the Owner's voting rights as a Member; provided, however, the Association's right to undertake disciplinary action against its Members shall be subject to the conditions set forth in this section.

The decision of whether it is appropriate or necessary for the Association to take enforcement or disciplinary action in any particular instance shall be within the sole discretion of the Board or its duly authorized enforcement committee. If the Association declines to take action in any instance, any Owner shall have such rights of enforcement as exist by virtue of California Civil Code section 5975 or otherwise by law.

11.6.2 Schedule of Fines. The Board may implement a schedule of reasonable fines and penalties for particular offenses that are common or recurring in nature and for which a uniform fine schedule is appropriate (such as fines for late payment of Assessments or illegally parked vehicles). Once imposed, a fine or penalty may be collected as a Special Individual Assessment.

11.6.3 Definition of Violation. A violation of the Governing Documents shall be defined as a single act or omission occurring on a single day. If the detrimental effect of a violation continues for additional days, discipline imposed by the Board may include one component for the violation and, according to the Board's discretion, a per diem component for so long as the detrimental effect continues. Similar violations on different days shall justify cumulative imposition of disciplinary measures. The Association shall take reasonable and prompt action to repair or avoid the continuing damaging effects of a violation or nuisance occurring within the Common Area at the cost of the responsible Owner.

11.6.4 Limitations of Disciplinary Rights.

(a) The Association shall have no power to cause a forfeiture or abridgment of an Owner's right to the full use and enjoyment of his or her Lot due to the failure by the Owner (or his or her family members, tenants, guests or invitees) to comply with any provision of the Governing Documents or of any duly enacted Association Rule except where the loss or forfeiture is the result of the judgment of a court of competent jurisdiction, a decision arising

out of arbitration or a foreclosure or sale under a power of sale for failure of the Owner to pay Assessments levied by the Association, or where the loss or forfeiture is limited to a temporary suspension of an Owner's rights as a Member of the Association or the imposition of monetary penalties for failure to pay Assessments or otherwise comply with any Governing Documents so long as the Association's actions satisfy the due process requirements of subparagraph (c) below.

(b) Monetary penalties imposed by the Association: (A) for failure of a Member to comply with the Governing Documents; (B) as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to the Common Area or Common Facilities allegedly caused by a Member; or (C) in bringing the Member and his or her Lot into compliance with the Governing Documents, may not be characterized nor treated as an Assessment which may become a lien against the Member's Lot enforceable by a sale of the Lot in non-judicial foreclosure; provided, however, that this limitation on the Association's lien rights shall not apply to charges imposed against an Owner consisting of reasonable late payment penalties to reimburse the Association for the loss of interest and for costs reasonably incurred (including attorneys' fees) in the Association's efforts to collect delinquent Assessments.

(c) No disciplinary action, penalty or temporary suspension of rights shall be imposed pursuant to this Article unless the Owner alleged to be in violation is given at least ten (10) days prior notices by personal delivery or first-class mail, that the Board of Directors will be meeting to consider imposing such discipline. The notice shall contain at a minimum, the date, time, and place of the meeting, the nature of the alleged violations for which the Owner may be disciplined, and a statement that the Owner has a right to attend and address the Board at the hearing. The Board shall meet in executive session if requested by the Owner.

If disciplinary action is taken, the Board shall notify the accused Owner, in writing, either by personal delivery or first-class mail, of the Board's decision within fifteen (15) days following conclusion of the hearing. In accordance with Civil Code section 5855(d), disciplinary action shall not be effective against an Owner unless the Board fulfills the requirements of this section.

Notwithstanding the foregoing, under circumstances involving conduct that constitutes: (A) an immediate and unreasonable infringement of, or threat to, the safety or quiet enjoyment of neighboring Owners; (B) a traffic or fire hazard; (C) a threat of material damage to, or destruction of, the Common Area; or (D) a violation of the Governing Documents that is of such a nature that there is no material question regarding the identity of the violator or whether a violation has occurred (such as late payment of Assessments or parking violations), the Board of Directors, or its duly authorized agents, may undertake immediate corrective or disciplinary action and, upon request of the offending Owner (which request must be received by the Association, in writing, within five (5) days following the Association's disciplinary action), or on its own initiative, conduct a hearing as soon thereafter as reasonably possible.

If the Association acts on its own initiative to schedule a hearing, notice of the date, time and location of the hearing shall accompany the notice of disciplinary action. If the accused Owner desires a hearing, a written request therefor shall be delivered to the Association no later than five (5) days following the date when the fine is levied.

The hearing shall be held no more than fifteen (15) days following the date of the disciplinary action or fifteen (15) days following receipt of the accused Owner's request for a hearing, whichever is later. Under such circumstances, any fine or other disciplinary action shall be held in abeyance and shall only become effective if affirmed at the hearing.

At the hearing, the accused shall be given the opportunity to be heard, including the right to present evidence and to present or question witnesses. The Board shall notify the accused Owner, in writing, of the Board's decision within five business days following conclusion of the hearing. In no event shall the effective date of any disciplinary action commence sooner than five (5) days following conclusion of the hearing unless: (i) the hearing merely affirms summary disciplinary action initiated pursuant to the immediately preceding paragraph; or (ii) earlier commencement is necessary to preserve the quiet enjoyment of other residents or to prevent further damage to, or destruction of, the Properties or any portion thereof.

(d) The notice and hearing procedures set forth in this Section 11.6 shall not apply to any actions by the Association or its duly authorized agents to collect delinquent assessments. Assessment collections shall be subject to Section 5.9, above, and any other notice, hearing and/or dispute resolution requirements or procedures as may be specifically applicable by law to Association assessment collection.

11.6.5 Rules Regarding Disciplinary Proceedings. The Board, or a Covenants Committee appointed by the Board to conduct and administer disciplinary hearings and related proceedings pursuant to Section 11.7, below, shall be entitled to adopt rules that further elaborate and refine the procedures for conducting disciplinary proceedings. Such rules, when approved and adopted by the Board, shall become a part of the Association Rules.

11.7 Court Actions. Court actions to enforce the Governing Documents may only be initiated on behalf of the Association by resolution of the Board. Prior to the filing of any court action seeking declaratory or injunctive relief to interpret or enforce the Governing Documents (including either such action coupled with a claim for monetary damages not in excess of \$5,000), the Association shall first comply with the provisions of California Civil Code section 5930 relating to alternative dispute resolution. The Association's own notice and hearing procedures may be drafted to satisfy these statutory requirements.

ARTICLE 12 – DISPUTE RESOLUTION

12.1 Disputes Between Members and the Association. Prior to the filing of an enforcement action as defined in Civil Code section 5925, for declaratory, injunctive, or writ relief in conjunction with a claim for monetary damages, the Association or any Member who seeks such relief shall first endeavor to submit the matter to alternative dispute resolution in compliance with the provisions of Civil Code sections 5925 to 5960. The Association shall comply with the requirements of Civil Code section 5965 by providing Members annually with a summary of the provisions of Article 3 (commencing with Civil Code section 5925) of Chapter 10 of the California Civil Code, including the following language: "Failure of a Member of the Association to comply with the alternative dispute resolution requirements of Section 5930 of the California Civil Code

may result in the loss of your right to sue the Association or another Member regarding enforcement of the Governing Documents or the applicable law.”

12.2 Disputes Between the Association and the Declarant Regarding Construction Defects. Title 7, Part II of Division II of the California Civil Code, commencing with Section 895, provides certain standards, requirements and procedures for claims of construction defects. California Civil Code section 914 requires a builder to notify all homeowners whether the builder intends to engage in the non-adversarial procedures of Section 910, and following, or enforce alternative non-adversarial contractual provisions; Declarant has elected to adopt and follow the standards and procedures set forth in Section 910, and following, including the pre-litigation procedures set forth in Section 910 through 938 of the Civil Code. Completion of the pre-litigation procedures shall be a condition precedent to the filing of an action. The Association shall be limited to making claims for violations of building standards affecting the Common Area, or affecting the separate interests that the Association is obligated to maintain or repair. Declarant shall neither participate nor vote on any matters relating to application of Section 895 and following, or on whether any claims should be made for construction defects. In the event the Association makes a claim for violation of construction standards pursuant to Section 895 and following, the notice of claim shall be served upon Declarant at the address set forth below, or such other address as Declarant provides to the Association.

Declarant:
Sunset Hills Development, LLC
575 Southside Drive, Suite C
Gilroy, California

IN WITNESS THEREOF, Declarant has executed this instrument as of the date set forth above.

DECLARANT:

SUNSET HILLS DEVELOPMENT, LLC
A California Limited Liability Company

By: 
Name: Joe Rocha
Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SANTA CLARA)

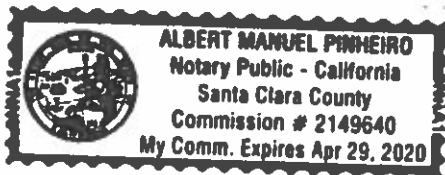
On FEBRUARY 8 2017 before me, ALBERT MANUEL PINHEIRO,
Date Here Insert Name and Title of the Officer

personally appeared JOE ROCHA
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

EXHIBIT A

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO THE PREPARATION AND RECORDATION OF THIS MAP AND SUBDIVISION SHOWN WITHIN THE SUBDIVISION BOUNDARY LINES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: THE PUBLIC FOR PUBLIC USE PARCELS ARE AS SHOWN UPON THIS MAP FOR STREET, STORM DRAINAGE, AND UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

WE FURTHER IRREVOCABLY OFFER TO DEDICATE FOR PUBLIC USE EASEMENTS FOR PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO ELECTRICITY, GAS, SEWER, COMMUNICATION, WATER AND THEIR NECESSARY APPURTENANCES ON OVER, AND UNDER ALL THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "PUBLIC UTILITY EASEMENTS" (SEE AS SHOWN UPON THIS MAP WITHIN SAID SUBDIVISION, SAID EASEMENTS ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES NOT SERVING SAID EASEMENTS.

WE FURTHER IRREVOCABLY OFFER TO DEDICATE FOR PUBLIC USE EASEMENTS FOR STORM DRAIN PURPOSES ON, OVER, AND UNDER ALL THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "STORM DRAINAGE EASEMENTS" (SEE AS SHOWN UPON THIS MAP WITHIN SAID SUBDIVISION, SAID EASEMENTS ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES NOT SERVING SAID EASEMENTS.

OWNER, SUNSET HILLS DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

JOE A. ROCHA, MANAGING PARTNER

ACKNOWLEDGMENT

COUNTY OF

ON

PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/WEY EXECUTED THE SAME IN HIS/HER/IT/WEY AUTHORIZED CAPACITY(IES), AND THAT THE SIGNATURE(S) OF THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT, OR THE ENTITY UPON BEHALF OF WHICH PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE

(SEAL)

SOILS REPORT

A SOILS ENGINEERING INVESTIGATION (PROJECT #133-0022-01) PREPARED BY [NAME] AND [NAME] HAS BEEN COMPLETED FOR THE PROJECT AND IS ON FILE IN THE PUBLIC WORKS OFFICE OF THE COUNTY OF SAN BENITO.

Tract Map No. 304

OF LANDS OF SUNSET HILLS DEVELOPMENT LLC
LYING IN THE UNINCORPORATED TERRITORY OF THE
COUNTY OF SAN BENITO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCEL 2, AS SHOWN
UPON THAT CERTAIN PARCEL MAP FILED IN BOOK 9
OF PARCEL MAPS AT PAGE 8,
SAN BENITO COUNTY RECORDS

JANUARY 2017

KELLEY ENGINEERING & SURVEYING

400 Park Center Drive Suite 44
Paso Robles, CA 93226
Phone (805) 634-1104 Fax (805) 634-1837



VICINITY MAP
NTS

PLANNING COMMISSION STATEMENT

THE PLANNING COMMISSION OF THE COUNTY OF SAN BENITO, CALIFORNIA, HAS REVIEWED THE TENTATIVE MAP OF TRACT NO. 304, LANDS OF SUNSET HILLS DEVELOPMENT COMPANY, AND HAS APPROVED THE MAP FOR THE PLANNING COMMISSION OF THE COUNTY OF SAN BENITO, CALIFORNIA ON JULY 17, 2013.

BY: [Signature] CLERK, SECRETARY OF THE PLANNING COMMISSION OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

THE CLERK OF THE BOARD OF SUPERVISORS OF SAN BENITO COUNTY, CALIFORNIA, HAS REVIEWED THE TENTATIVE MAP OF TRACT NO. 304, LANDS OF SUNSET HILLS DEVELOPMENT COMPANY, AND HAS APPROVED THE MAP FOR THE BOARD OF SUPERVISORS OF SAN BENITO COUNTY, CALIFORNIA ON JULY 17, 2013.

BY: [Signature] COUNTY CLERK AND EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY OF THE LANDS SHOWN THEREON. I HAVE BEEN A LICENSED SURVEYOR SINCE [DATE] AND I AM A MEMBER OF THE SURVEYING SOCIETY OF CALIFORNIA. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP AND THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THE MONUMENTS WILL BE SET WITHIN ONE TENTH OF AN INCH OF THE MAP, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE REPRODUCED.



[Signature]
MATTHEW J. KELLEY
LS 8203
EXP. 12/31/17

COUNTY SURVEYOR'S STATEMENT

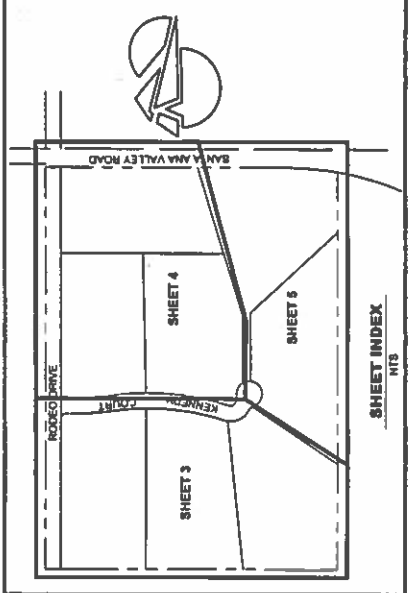
I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP OF TENTATIVE SUBDIVISION MAP OF TRACT NO. 304, LANDS OF SUNSET HILLS DEVELOPMENT LLC, AND I HAVE APPROVED THE MAP FOR THE COUNTY OF SAN BENITO, CALIFORNIA, ON JULY 17, 2013. I HAVE REVIEWED THE TENTATIVE MAP AND I HAVE APPROVED THE MAP FOR THE COUNTY OF SAN BENITO, CALIFORNIA, ON JULY 17, 2013. I HAVE REVIEWED THE TENTATIVE MAP AND I HAVE APPROVED THE MAP FOR THE COUNTY OF SAN BENITO, CALIFORNIA, ON JULY 17, 2013. I HAVE REVIEWED THE TENTATIVE MAP AND I HAVE APPROVED THE MAP FOR THE COUNTY OF SAN BENITO, CALIFORNIA, ON JULY 17, 2013.

KEAMETHIN LEWIS
R.C.E. 24851
EXP. 12/31/17
ACTING COUNTY SURVEYOR

RECORDER'S STATEMENT

FILED THIS DAY OF 2017, AT M.
IN BOOK OF MAPS, AT PAGE, AT THE REQUEST OF KELLEY ENGINEERING & SURVEYING
FILE NO. JOE PAUL GONZALEZ, COUNTY RECORDER

BY DEPUTY



BOOK OF MAPS AT PAGE JOB# 12021 SHEET 1 OF 6

TSM 07-76A Tract Map No. 304

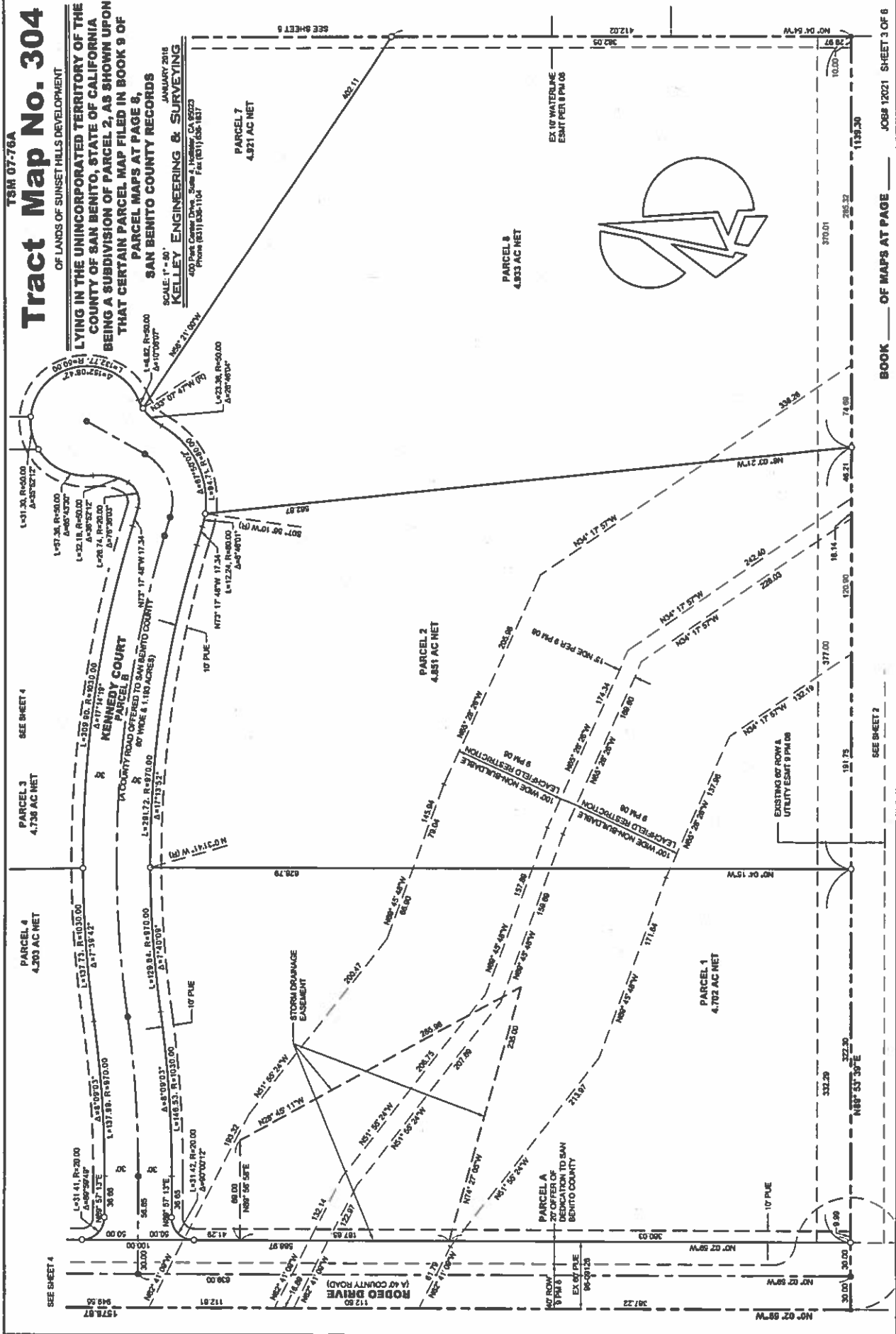
OF LANDS OF SUNSET HILLS DEVELOPMENT

LYING IN THE UNINCORPORATED TERRITORY OF THE
COUNTY OF SAN BENITO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCEL 2, AS SHOWN UPON
THAT CERTAIN PARCEL MAP FILED IN BOOK 9 OF
SAN BENITO COUNTY RECORDS

SAN BENITO COUNTY RECORDS

KELLEY ENGINEERING & SURVEYING
JANUARY 2018
400 Post Office Box 111111
Folsom, CA 95620
Phone (916) 350-1111 FAX (916) 350-1111

SCALE: 1" = 40'



BOOK 9 OF MAPS AT PAGE 12021 SHEET 3 OF 6

TSM 07-78A

Tract Map No. 304
ISM 07-78A

OF LANDS OF SUNSET HILLS DEVELOPMENT

LYING IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN BENITO, STATE OF CALIFORNIA BEING A SUBDIVISION OF PARCEL 2, AS SHOWN UPON THAT CERTAIN PARCEL MAP FILED IN BOOK 9 OF PARCEL MAPS AT PAGE 8, SAN BENITO COUNTY RECORDS

KELLEY ENGINEERING & SURVEYING

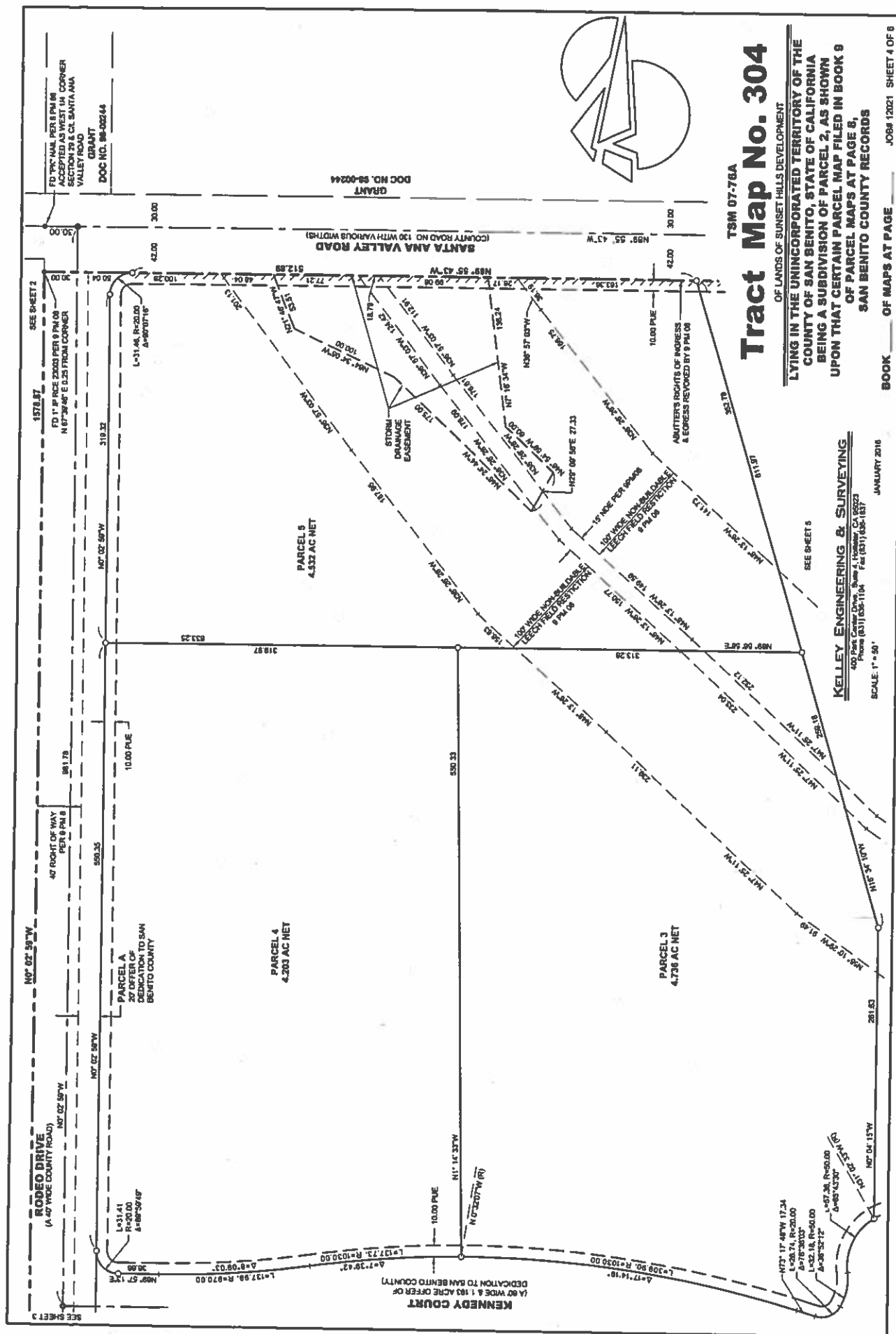
3 Park Center Drive, Suite 4, Hollister, CA 95023
Phone (831) 836-1104 Fax (831) 436-8337

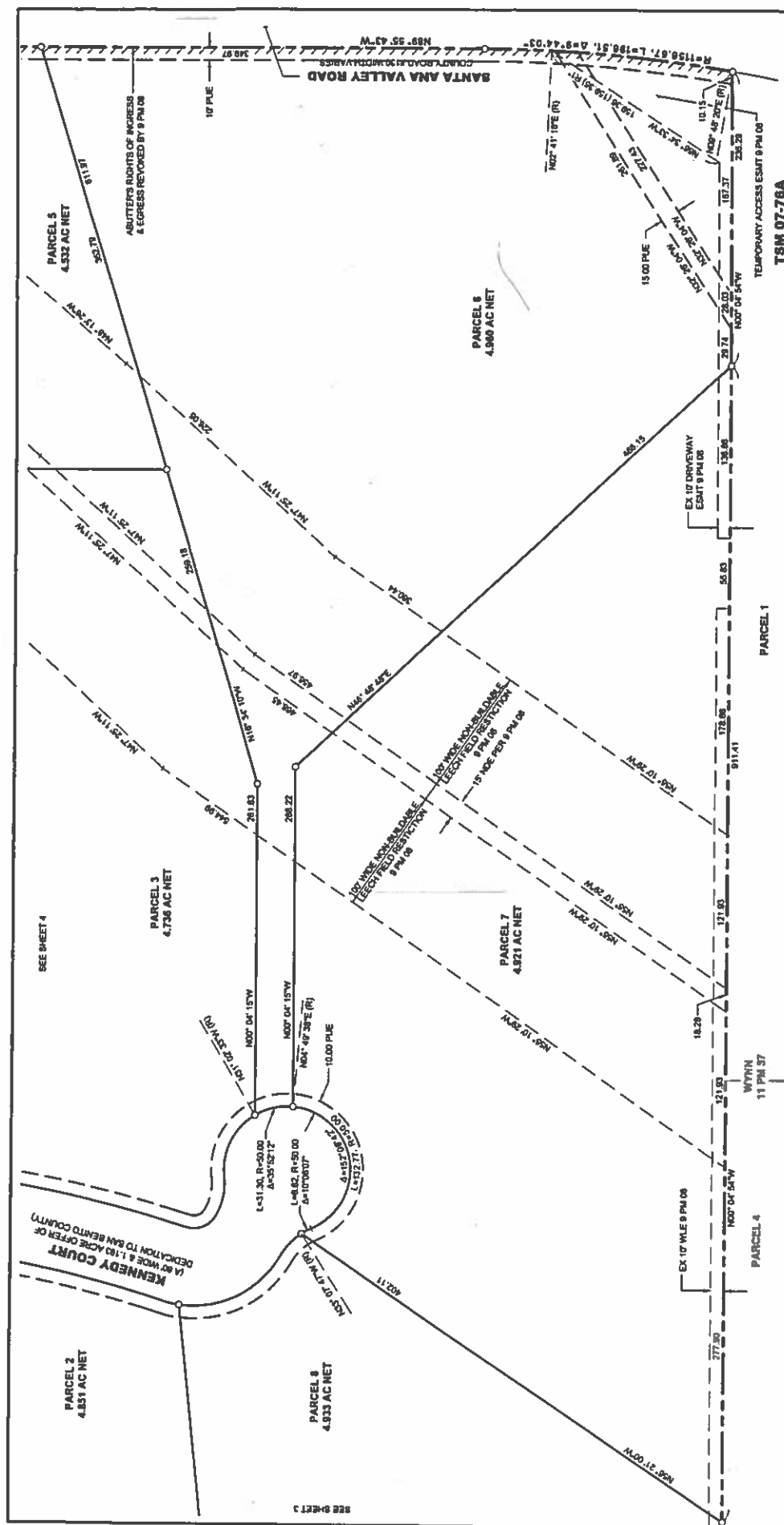
SCALE 1-50+

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1

3





TSM 07-76A
Tract Map No. 304

OF LANDS OF SUNSET HILLS DEVELOPMENT

LYING IN THE UNINCORPORATED TERRITORY OF THE
COUNTY OF SAN BENITO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCEL 2, AS SHOWN
UPON THAT CERTAIN PARCEL MAP FILED IN BOOK 9

SCALE: 1" = 50'

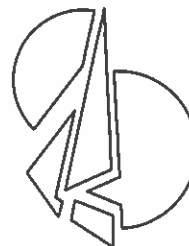
SCALE 1" = 60'

KELLEY ENGINEERING & SURVEYING

JANUARY 2018

100 Park Center Drive, Suite 4, Hollister, CA 95023
Phone (415) 636-1104 Fax (415) 636-1837

BOOK _____ OF MAPS AT PAGE _____ JOB# 12021 SHEET 5 OF 8





THE INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES ONLY DESCRIBING CONDITIONS AS OF THE DATE OF FILING, AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST.

TSM 07-76A
Tract Map No. 304

OF LANDS OF SUNSET HILLS DEVELOPMENT LLC

**LYING IN THE UNINCORPORATED TERRITORY OF THE
COUNTY OF SAN BENITO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCEL 2, AS SHOWN
UPON THAT CERTAIN PARCEL MAP FILED IN BOOK 9**

**OF PARCEL MAPS AT PAGE 8,
AN BENITO COUNTY RECORDS**

JANUARY 2018
SCALE: 1" = 100'

KELLEY ENGINEERING & SURVEYING

400 Park Center Drive, Suite 4, Hollister, CA 95023
Phone (831) 836-1104 Fax (831) 836-1837

1. AS REQUIRED BY COUNTY ORDINANCE, CONSTRUCTION SHALL BE LIMITED TO THE HOURS OF 7:00 AM TO 7:00 PM MONDAY THROUGH SATURDAY. NO CONSTRUCTION ACTIVITIES SHALL BE ALLOWED ON SUNDAYS AND HOLIDAYS. THE APPLICANTS FOR BUILDING PERMITS WITHIN THE SUBDIVISION SHALL BE REQUIRED TO PLACE A NOTE TO THIS EFFECT ON ALL CONSTRUCTION PLANS. NOTIFICATION SHALL BE MADE TO THE PLANNING DEPARTMENT PRIOR TO THE BEGINNING OF CONSTRUCTION.
2. ALL EXTERIOR LIGHTING SHALL BE REVIEWED TO INSURE THAT FIXTURES ARE SHIELDED TO AVOID ANY IMPACT TO AN ADJACENT LEVEL. ALL EXTERIOR LIGHTING FOR NEW DEVELOPMENT SHALL BE UNOBSTRUCTIVE, HARMONIOUS WITH THE LOCAL AREA, AND CONSTRUCTED OR LOCATED SO THAT ONLY THE INTERIOR AREA OF THE BUILDING IS ILLUMINATED. EXTERIOR LIGHTING SHALL BE DESIGNED TO COMPLY WITH COUNTY ORDINANCE 274A (ALONG WITH THE REQUIREMENTS OF ZONE REGULATIONS SET WITHIN ORDINANCE 74B). PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, THE APPLICANT SHALL SUBMIT TO THE BUILDING AND PLANNING DEPARTMENT AN EXTERIOR LIGHTING PLAN WHICH SHALL SHOW THE LOCATION, TYPE, AND LUMEN OUTPUT OF EACH LIGHTING FIXTURE. THE PLAN SHALL INCLUDE A CATALOG SHEET FOR EACH LIGHTING FIXTURE. MITIGATION MEASURE #11
3. ANY PROPERTY OWNER WHO, AT ANYTIME IN THE PREPARATION FOR OR PROCESS OF EXCAVATION OR OTHERWISE DISTURBING THE GROUND, DISCOVERS ANY MAJOR REMAINS OF ANY AGE, OR ANY SIGNIFICANT ARTIFACT OR OTHER EVIDENCE OF AN ANCIENT OR HISTORIC SITE, SHALL IMMEDIATELY STOP ALL WORK AND NOTIFY THE PLANNING DEPARTMENT AND THE COUNTY HISTORIC PRESERVATION COMMISSION. THE DISCOVERY OF AN ARCHAEOLOGICAL SITE SHALL BE REPORTED TO THE PLANNING DEPARTMENT AND THE COUNTY HISTORIC PRESERVATION COMMISSION IMMEDIATELY. THE DISCOVERY OF AN ARCHAEOLOGICAL SITE SHALL BE REPORTED TO THE PLANNING DEPARTMENT AND THE COUNTY HISTORIC PRESERVATION COMMISSION IMMEDIATELY. THE DISCOVERY OF AN ARCHAEOLOGICAL SITE SHALL BE REPORTED TO THE PLANNING DEPARTMENT AND THE COUNTY HISTORIC PRESERVATION COMMISSION IMMEDIATELY.
4. THE SHERIFF-CORONER OF THE COUNTY OR OTHER AGENCY WHICH MAY ATTRACT THE ATTENTION OF THE PUBLIC SHALL BE NOTIFIED IMMEDIATELY. THE PLANNING DEPARTMENT DIRECTOR SHALL ALSO BE NOTIFIED.
5. SUBJECT TO LEGAL PROCESS, GRANT ALL DULY AUTHORIZED REPRESENTATIVES OF THE OWNER AND THE PLANNING DEPARTMENT DIRECTOR PERMISSION TO ENTER THE PROPERTY TO CONDUCT A VISUAL SURVEY OF THE PROPERTY. THE PLANNING DEPARTMENT DIRECTOR SHALL BE NOTIFIED IMMEDIATELY. THE PLANNING DEPARTMENT DIRECTOR SHALL BE NOTIFIED IMMEDIATELY. THE PLANNING DEPARTMENT DIRECTOR SHALL BE NOTIFIED IMMEDIATELY.
6. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE SAN BENITO HUMAN SAFETY CODE AND CHAPTER 10 (COMMENSAL WITH SECTION 27480) OF PART 3 OF DIVISION 2 OF TITLE 3 OF THE CALIFORNIA CODE OF REGULATIONS. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE SAN BENITO HUMAN SAFETY CODE AND CHAPTER 10 (COMMENSAL WITH SECTION 27480) OF PART 3 OF DIVISION 2 OF TITLE 3 OF THE CALIFORNIA CODE OF REGULATIONS. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE SAN BENITO HUMAN SAFETY CODE AND CHAPTER 10 (COMMENSAL WITH SECTION 27480) OF PART 3 OF DIVISION 2 OF TITLE 3 OF THE CALIFORNIA CODE OF REGULATIONS.
7. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE SAN BENITO HUMAN SAFETY CODE AND CHAPTER 10 (COMMENSAL WITH SECTION 27480) OF PART 3 OF DIVISION 2 OF TITLE 3 OF THE CALIFORNIA CODE OF REGULATIONS. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE SAN BENITO HUMAN SAFETY CODE AND CHAPTER 10 (COMMENSAL WITH SECTION 27480) OF PART 3 OF DIVISION 2 OF TITLE 3 OF THE CALIFORNIA CODE OF REGULATIONS. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE SAN BENITO HUMAN SAFETY CODE AND CHAPTER 10 (COMMENSAL WITH SECTION 27480) OF PART 3 OF DIVISION 2 OF TITLE 3 OF THE CALIFORNIA CODE OF REGULATIONS.

BOOK _____ OF MAPS AT PAGE _____ JOB# 12021 SHEET 6 OF 8



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 18.

MEETING DATE: 3/14/2017

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: Brent Barnes

AGENDA ITEM PREPARER: Adam Goldstone

SBC DEPT FILE NUMBER: 120.5

SUBJECT:

RESOURCE MANAGEMENT AGENCY - B. BARNES

Approve the form and content of the Pre-Qualification Questionnaire and the Pre-Qualification Client Interview Questions for the contractor pre-qualification process for the jail expansion project.

SBC FILE NUMBER: 120.5

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The County recently retained the services of a consultant to assist with bid phase activities for the Jail Expansion project. A key pre-bid activity is the contractor pre-qualification process. This process allows the County to review prospective contractors and authorize them to bid on this project. As part of this process, prospective contractors will fill out the attached questionnaire. Additionally, staff will use the attached client questions to reach out to the contractor's references. These items need Board approval before staff can proceed with the pre-qualification RFQ process.

BUDGETED:

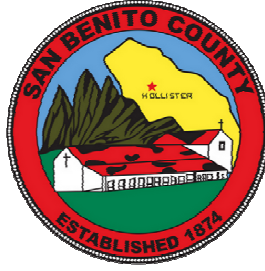
Yes

SBC BUDGET LINE ITEM NUMBER:**CURRENT FY COST:****STAFF RECOMMENDATION:**

It is respectfully recommended that the Board:
Approve the form and content of the Pre-Qualification Questionnaire and the Pre-Qualification Client Interview Questions for the contractor pre-qualification process for the jail expansion project.

ADDITIONAL PERSONNEL: No**ATTACHMENTS:**

Description	Upload Date	Type
Prequal questionnaire	3/2/2017	Backup Material
Prequal client interview questions	3/2/2017	Backup Material



SAN BENITO COUNTY

PRE-QUALIFICATION QUESTIONNAIRE

DRAFT

GENERAL CONTRACTOR

PART 1 - CONTACT INFORMATION

Firm Name: _____ Check One: ☐ Corporation
(as it appears on license) ☐ Partnership

☐ Sole Prop.

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

E-mail: _____

If firm is a sole proprietor or partnership:

Owner(s) of Company _____

Contractor's License Number(s):

PART II. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 5 is "no."

Question	Response
1. Contractor possesses a valid and current California Contractor's license for the project or projects for which it intends to submit a bid.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Contractor has a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Contractor is exempt from this requirement, because it has no employees
4. Have you attached your latest copy of a <u>reviewed</u> or <u>audited</u> financial statement with accompanying notes and supplemental information? NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states that your current bonding capacity is sufficient for the project for which you seek pre-qualification? NOTE: Notarized statement must be from the surety company, not an agent or broker.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Contractor will be immediately disqualified if the answer to any of questions 6, 7, 8 or 9 is “yes.” If the answer to question 8 is “yes,” and if debarment would be the sole reason for denial of prequalification, any prequalification issued will exclude the debarment period.

Question	Response
6. Has your contractor’s license been revoked at any time in the last five (5) years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Within the last seven (7) years has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7? If the answer is “Yes,” state the beginning and ending dates of the period of debarment:	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. At any time during the last five (5) years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No

PART III. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

A. Current Organization and Structure of the Business

1. For Firms That Are Corporations:

- a. Date incorporated: _____
- b. Under the laws of what state: _____
- c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation's stock.

Name	Position	Years with Co.	% Ownership	Social Security #

- d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten percent or more of the business, or 10 percent or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Firm

2. For Firms That Are Partnerships:

- a. Date of formation: _____
- b. Under the laws of what state: _____
- c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name	Position	Years with Co.	% Ownership	Social Security #

- d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Firm

3. For Firms That Are Sole Proprietorships:

- a. Date of commencement of business. _____
- b. Social security number of company owner. _____
- c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Firm

4. For Firms That Intend to Make a Bid as Part of a Joint Venture:

- a. Date of commencement of joint venture. _____
- b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of Firm	% Ownership of Joint Venture

B. History of the Business and Organizational Performance

1. Has there been any change in ownership of the firm at any time during the last three (3) years?

NOTE: A corporation whose shares are publicly traded is not required to answer this question.

☐ Yes ☐ No

If “yes,” explain on a separate signed page.

2. Is the firm a subsidiary, parent, holding company, or affiliate of another construction firm?

NOTE: Include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

If “yes,” explain on a separate signed page.

3. Are any corporate officers, partners, or owners connected to any other construction firms?

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

If “yes,” explain on a separate signed page.

4. State your firm’s gross revenues for each of the last three years:

Year	Gross Revenue

5. How many years has your organization been in business in California as a contractor under your present business name and license number?

_____ years

6. Is your firm currently the debtor in a bankruptcy case?

☐ Yes ☐ No

If “yes,” please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

7. Was your firm in bankruptcy at any time during the last five (5) years? (This question refers only to a bankruptcy action that was not described in answer to question 6, above)

☐ Yes ☐ No

If “yes,” please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court’s discharge order, or of any other document that ended the case, if no discharge order was issued.

C. Licenses

1. List all California contractor’s license numbers, classifications, and expiration dates of the California contractor licenses held by your firm:

License No. (CA)	Classification	Expiration Date

2. If any of your firm’s license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

Name of the qualifying individual(s)

3. Has your firm changed names or license number(s) in the past five (5) years?

☐ Yes ☐ No

If “yes,” explain on a separate signed page, including the reason for the change.

4. Has any owner, partner, or (for corporations) officer of your firm operated a construction firm under any other name in the last five (5) years?

☐ Yes ☐ No

If “yes,” explain on a separate signed page, including the reason for the change.

5. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five (5) years?

☐ Yes ☐ No

If “yes,” please explain on a separate signed sheet.

D. Disputes

1. At any time in the last five (5) years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner, or have liquidated damages been waived by change order, negotiated settlement, or similar method?

☐ Yes ☐ No

If “yes,” explain on a separate signed page, identifying all such projects by owner, owner’s address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

2. In the last five (5) years has your firm, or any firm with which any of your company’s owners, officers or partners was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: “Associated with” refers to another construction firm in which an owner, partner, or officer of your firm held a similar position, and which is listed in response to question 1c, 1d, 2c, 2d, 3c, 3d, 4c, or 4d on this form.

☐ Yes ☐ No

If “yes,” explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify the name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project, and the basis for the action.

3. In the last five (5) years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☐ No

If “yes,” explain on a separate signed page. Identify the year of the event, the owner, the project, and the basis for the finding by the public agency.

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about “pass-through” disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$25,000.

4. In the past five (5) years has any claim **against** your firm concerning your firm’s work on a construction project been **filed in court or arbitration**?

☐ Yes ☐ No

If “yes,” on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

5. In the past five (5) years has your firm made any claim against a project owner concerning work on a project or payment for a contract and **filed that claim in court or arbitration**?

☐ Yes ☐ No

If “yes,” on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

* * * * *

6. At any time during the past five (5) years, has any surety company made any payments on your firm’s behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm’s behalf, in connection with a construction project, either public or private?

☐ Yes ☐ No

If “yes,” explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

7. In the last five (5) years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☐ No

If **“yes,”** explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

NOTE: Exceptions may be made in the case of a carrier dropping that form of insurance coverage.

E. Criminal Matters and Related Civil Suits

1. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☐ No

If **“yes,”** explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation, and the grounds for the finding.

2. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☐ No

If **“yes,”** explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction, and the grounds for the conviction.

3. Has your firm or any of its owners, officers, or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

If **“yes,”** identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year, and the criminal conduct.

F. Bonding

1. Bonding capacity: Provide documentation from your surety identifying the following:

Company	Agent Contact & Phone No.

2. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three (3) years, state the percentage that your firm was required to pay.

_____ %

You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

3. List all other sureties (name and full address) that have written bonds for your firm during the last (5) five years, including the dates during which each wrote the bonds:

Company	Contact & Phone No.	Years Used

4. During the last five (5) years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☐ No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

Provide a notarized statement that states your firm's total bonding capacity from an admitted surety insurer that is authorized to issue bonds in the State of California.

G. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful," or "repeat" violations of its safety or health regulations in the past five (5) years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

If "yes," attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five (5) years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If “yes,” attach a separate signed page describing each citation.

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five (5) years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If “yes,” attach a separate signed page describing each citation.

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?
-

5. List your firm’s Experience Modification Rate (EMR) (California workers’ compensation insurance) for each of the past three (3) premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers’ compensation insurance carrier.

Year	Modification Rate
2016	
2015	
2014	

If your EMR for any of these three (3) years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

6. Within the last five (5) years has there ever been a period when your firm had employees but was without workers’ compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

If **“yes,”** please explain the reason for the absence of workers’ compensation insurance on a separate signed page.

If **“No,”** please provide a statement by your current workers’ compensation insurance carrier that verifies periods of workers’ compensation insurance coverage for the last five (5) years. (If your firm has been in the construction business for less than five (5) years, provide a statement by your workers’ compensation insurance carrier verifying continuous workers’ compensation insurance coverage for the period that your firm has been in the construction business.)

H. Prevailing Wage and Apprenticeship Compliance Record

1. Has there been more than one occasion during the last five (5) years in which your firm was required to pay either back wages or penalties for your own firm’s failure to comply with the **state’s** prevailing wage laws?

NOTE: This question refers only to your own firm’s violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☐ No

If **“yes,”** attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

2. During the last five (5) years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

☐ Yes ☐ No

If **“yes,”** attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

3. Provide the **name, address, and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by San Benito County.

Apprenticeship Program	Contact & Phone No.

--	--

4. If your firm operates its own State-approved apprenticeship program:
 - a. Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
 - b. State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
 - c. State the number of individuals who were employed by your firm as apprentices at any time during the past three (3) years in each apprenticeship and the number of persons who, during the past three (3) years, completed apprenticeships in each craft while employed by your firm.

5. At any time during the last five (5) years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

☐ Yes ☐ No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

I. Other Criteria

1. At any time during the last five (5) years, has your firm been found to have violated any of the California Department of Industrial Relations regulations?

☐ Yes ☐ No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision.

[CONTINUED ON FOLLOWING PAGE]

PART IV. RECENT CONSTRUCTION PROJECTS COMPLETED

1. Contractor shall provide information about its six (6) most recently completed public works projects and its three (3) largest completed private projects within the last five (5) years. **Names and references must be current and verifiable; if references are not verifiable it may result in a point deduction during the scoring process.**
2. Use separate sheets of paper that contain all of the following information:
 - a. Project Details
 - i. Name
 - ii. Location
 - iii. Description of Project
 - iv. Delivery Method
 - v. Role and Scope of Work Performed
 - vi. Total Value of Construction (including change orders)
 - vii. Original Scheduled Completion Date
 - viii. Time Extensions Granted (number of days)
 - ix. Actual Date of Completion
 - b. Owner
 - i. Owner Contact (name, current phone number, email address)
 - c. Architect or Engineer
 - i. Architect or Engineer Contact (name, current phone number, email address)
 - d. Construction Manager (name, current phone number, email address)

[CONTINUED ON FOLLOWING PAGE]

PART V. CURRENT CONSTRUCTION PROJECTS

1. Contractor shall provide information about its three largest construction projects in progress. **Names and references must be current and verifiable; if references are not verifiable it may result in a point deduction during the scoring process.**
2. Use separate sheets of paper that contain all of the following information:
 - a. Project Details
 - i. Name
 - ii. Location
 - iii. Description of Project
 - iv. Role and Scope of Work
 - v. Contract Amount
 - vi. Percent Complete
 - vii. Scheduled Completion Date
 - b. Owner
 - i. Owner Contact (name, current phone number, email address)
 - c. Architect or Engineer
 - i. Architect or Engineer Contact (name, current phone number, email address)
 - d. Construction Manager (name, current phone number, email address)

[CONTINUED ON FOLLOWING PAGE]

* * * * *

I, the undersigned, certify and declare that I have read all the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Executed in _____, _____ on _____.
(City) (State) (Date)

By: _____

DRAFT



SAN BENITO COUNTY

PRE-QUALIFICATION CLIENT INTERVIEW QUESTIONS ***DRAFT*** GENERAL CONTRACTOR

INTERVIEW QUESTIONS

The following questions will be used to interview randomly selected contacts from at least two completed projects. **San Benito County** will conduct the interviews. No action on the contractor's part is necessary.

First, please give a brief description of the project.

1. Was your project State-funded or overseen by the BSCC or another State agency?
2. Are there any outstanding stop notices, liens, or claims by the contractor that are currently unresolved on contracts for which notices of completion were recorded more than 120 days ago?
3. On a scale of 1-10, with 10 being the best, how well did the contractor provide adequate personnel?
4. Did the personnel introduced at the pre-construction meeting perform the actual work on the project? If not, did the change result in a delay or upheaval to the progress of the project?
5. Did the contractor ensure that the same team performed the actual work throughout the project? If not, did the change in personnel cause a delay or upset in the progress of the project?
6. On a scale of 1-10, with 10 being the best, did the contractor provide adequate supervision?
7. On a scale of 1-10, with 10 being the best, was there adequate equipment provided on the job?

8. On a scale of 1-10, with 10 being the best, was the contractor timely in providing reports and other paperwork, including change order paperwork and scheduling updates?
9. On a scale of 1-10, with 10 being the best, how well did the contractor utilize the RFI process to communicate during the bid phase of the work?
10. On a scale of 1-10, with 10 being the best, how well did the contractor utilize the RFI process to communicate about issues that arose during the construction phase of the work?
11. On a scale of 1-10, with 10 being the best, did the contractor adhere to the project schedule that your [agency] [business] approved?
12. Was the project completed on time? If the answer is “no,” on a scale of 1-10, with 10 being the best, to what extent was the contractor responsible for the delay in completion?
13. On a scale of 1-10, with 10 being the best, rate the contractor on the timely submission of reasonable cost and time estimates to perform change order work.
14. On a scale of 1-10, with 10 being the best, rate the contractor on how well the contractor performed the work after a change order was issued, and how well the contractor integrated the change order work into the existing work.
15. On a scale of 1-10, with 10 being the best, rate how the contractor performed in the area of turning in Operation & Maintenance manuals, completing as-built drawings, providing required training, and taking care of warranty items?
16. On a scale of 1-10, with 10 being the best (i.e., lowest number of unusual claims), rate the contractor on whether there were an unusually high number of claims, given the nature of the project, or unusual difficulty in resolving them.

17. On a scale of 1-10, with 10 being the highest, rate the contractor with respect to timely payments by the contractor to either subcontractors or suppliers.
18. On a scale of 1-10, with 10 being the highest, how well did the Contractor manage to keep the project within budget?
19. On a scale of 1-10, with 10 being the best, how would you rate the level of coordination performed by the Contractor with the Owner, Construction Manager, Architect, and subcontractors during duration of the project in utilizing BIM (Building Information Modeling)?
20. On a scale of 1-10, with 10 being the best, how would you rate the quality of the work overall?



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 19.

MEETING DATE: 3/14/2017

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: Brent Barnes

AGENDA ITEM PREPARER: Adam Goldstone

SBC DEPT FILE NUMBER: 750

SUBJECT:

RESOURCE MANAGEMENT AGENCY - B. BARNES

Accept all bids in the attached bid summary report for the Migrant Camp Sewer Line Repair project, award contract in the amount of \$35,600.00 to Monterey Peninsula Engineering as the lowest responsive, responsible bidder, approve the contract with Monterey Peninsula Engineering, authorize the RMA Director to execute the contract upon receipt of signed contract documents as required per the project specifications, grant the RMA Director change order authority in an amount not to exceed \$3,560.00; and approve the attached budget augmentation for the transfer of a General Fund Contingency Loan to the Capital Improvement project budget. (4/5 vote)

SBC FILE NUMBER: 750

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

Early last year a bid was conducted for a sewer line repair at the Migrant Camp. Due to staffing and funding issues, award of the contract was delayed until now. The low bidder has agreed to honor their original bid price and can complete the work this Spring. This project is funded by a grant and will re-pay the general fund contingency loan in the next FY.

BUDGETED:

No

SBC BUDGET LINE ITEM NUMBER:**CURRENT FY COST:****STAFF RECOMMENDATION:**

It is respectfully recommended that the Board:

1. Accept all bids in the attached bid summary report for the Migrant Camp Sewer Line Repair project;
2. Award contract in the amount of \$35,600.00 to Monterey Peninsula Engineering as the lowest responsive, responsible bidder;
3. Approve the contract with Monterey Peninsula Engineering;
4. Authorize the RMA Director to execute the contract upon receipt of signed contract documents as required per the project specifications;
5. Grant the RMA Director change order authority in an amount not to exceed \$3,560.00; and
6. Approve the attached budget augmentation for the transfer of a General Fund Contingency Loan to the Capital Improvement project budget.

ADDITIONAL PERSONNEL: No**ATTACHMENTS:**

Description	Upload Date	Type
Bid Summary Sheet	3/3/2017	Backup Material
Contract with Monterey Peninsula Engineering	3/3/2017	Contract
Budget Augmentation Form	3/7/2017	Backup Material



San Benito County
Resource Management Agency
Public Works Department
2301 Technology Parkway, Hollister, CA 95023
Phone (831) 636-4170 Fax (831) 636-4176

Bid Opening Checklist

Migrant Labor Camp Sewer Line Repair Project - County Project No. 082-2
Bid Opening : April 6, 2016 @ 2:00 P.M.

	CONTRACTOR	Addendum #1	Bidder's Bond	List of Sub-contractors	BID AMOUNT
1	Monterey Peninsula Engg.	✓	✓	✓	\$ 35,600.00
2					
3					
4					
5					
6					
7					
8					
9					
10					

COUNTY OF SAN BENITO



STATE OF CALIFORNIA

THIS CONTRACT, made and entered into this 14 day of March, 2017, between the County of San Benito, a political subdivision of the State of California, hereinafter referred to as County, and Monterey Peninsula Engineering, hereinafter referred to as Contractor.

WHEREAS, the County of San Benito heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and thereafter did approve and adopt said plans and specifications; and

WHEREAS, the County of San Benito did cause to be noticed for the time and in the manner required by law a Notice inviting sealed bids for the performance of said work; and

WHEREAS, the Contractor, in response to such Notice, submitted to the Board of Supervisors of said County of San Benito within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and the other bids and proposals submitted in response to said Notice, the Governing Board of County of San Benito publicly opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsive, responsible bidder for the performance of said work, and the County of San Benito, as a result of the canvass of said bids, did determine and declare the Contractor to be the lowest responsive, responsible bidder for the work and awarded to it a contract therefore.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows:

1. The CONTRACTOR will commence and complete the construction of the following public work project:

MIGRANT LABOR CAMP SEWER LINE REPAIR – Co. PROJECT #082-2

2. The CONTRACTOR shall do all of the work and furnish all of the materials, supplies, tools, equipment, labor, and other services necessary to construct and complete in a good, workmanlike and substantial manner and to the COUNTY'S satisfaction, the project as described in the Invitation for Bids package, including all of the CONTRACT DOCUMENTS.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the Notice To Proceed and will complete the same within 30 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Thirty Five Thousand Six Hundred Dollars and No Cents (\$35,600.00).
5. The term "CONTRACT DOCUMENTS" means and includes the following, all of which documents are incorporated herein by reference:
 - a. INVITATION FOR BIDS "THE BID PACKAGE" INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- (1) INVITATION FOR BIDS
- (2) INSTRUCTIONS FOR SUBMITTING BIDS
- (3) GENERAL TERMS AND CONDITIONS
- (4) AWARD OF BID
- (5) SPECIFICATIONS AND REQUIREMENTS
- (6) ADDENDA:

No. 1, dated March 7, 20 16. No. , dated , 20 .

No. , dated , 20 . No. , dated , 20 .

b. THE ACCEPTED BID/PROPOSAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- (1) SIGNATURE SHEET
- (2) BID COST SHEET
- (3) REFERENCE LIST
- (4) SUBCONTRACTOR LIST
- (5) NON-COLLUSION DECLARATION

c. NOTICE OF AWARD

d. CONTRACT, SIGNED BY THE COUNTY AND THE CONTRACTOR

e. PERFORMANCE BOND

f. PAYMENT BOND

g. NOTICE TO PROCEED

h. FUTURE CHANGE ORDERS

All CONTRACT DOCUMENTS are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the CONTRACTOR'S bid or proposal, then this instrument shall control. Where the specific terms and conditions in any of the referenced CONTRACT DOCUMENTS conflict with general terms and conditions in any referenced CONTRACT DOCUMENTS, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in any referenced CONTRACT DOCUMENTS shall remain in full force and effect, to the extent they do not conflict with the specific terms and conditions in any referenced CONTRACT DOCUMENTS.

6. The COUNTY will pay to the CONTRACTOR in the manner and at such times set forth in the CONTRACT DOCUMENTS such amounts as required by the CONTRACT DOCUMENTS.
7. In lieu of the COUNTY retaining a portion of progress payments due the CONTRACTOR, the CONTRACTOR may elect to deposit qualifying securities equivalent to the amount to be withheld. Upon such deposit under an escrow agreement substantially in the form specified in section 22300(e) of the Public Contracts Code, the funds shall be released.
8. Eight hours of labor shall constitute a legal day's work, and the CONTRACTOR or any subcontractor under him, in the performance of the contract, shall not require more than eight hours of labor in any calendar day, or more than forty hours of labor in any calendar week, from any person employed by the CONTRACTOR in the performance of the work under this Contract, except as permitted under the provisions of Section 1815 of the Labor Code of the State of California. The CONTRACTOR shall forfeit, as penalty to the County,

twenty-five dollars (\$25.00) for each worker employed by the CONTRACTOR or any subcontractor under the CONTRACTOR in the performance of the contract for each calendar day during which any worker is required or permitted to labor more than eight hours and for each calendar week during which any worker is required or permitted to labor more than forty hours, in violation of the provisions of such Labor Code.

9. The Contractor and subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
10. Pursuant to Section 1770 et seq. of the California Labor Code, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The statement of prevailing wages appearing in the General Prevailing Wage Rates, as established by the California Department of Industrial Relations, is hereby specifically referred to and by this reference is made a part of this contract. Copies of the Prevailing Wage Scale are available at the following website: http://www.dir.ca.gov/DLSR/statistics_research.html#PWD. Those copies shall be made available to any interested party upon request. Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code section 1775. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or subcontractor. An error on the part of the COUNTY does not relieve the CONTRACTOR or any subcontractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code sections 1770 through 1775.
11. The CONTRACTOR and each subcontractor must keep accurate payroll records of employees on public contracts and certify these records upon request, pursuant to Section 1776 of the California Labor Code and implementing regulations set forth in Title 8, Division 1, Chapter 8, Subchapter 3, sections 16000 and 16400 through 16404 of the California Code of Regulations. Payroll records must be made available for inspection by employees, the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards. The CONTRACTOR shall be responsible for compliance by the CONTRACTOR'S subcontractors.
12. The CONTRACTOR shall be subject to the examination and audit of the State auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the contract.
13. During the performance of this Contract, the CONTRACTOR agrees as follows:
 - a. During the performance of this Contract, the CONTRACTOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition (cancer related), marital status, pregnancy, age (over 18), sex, sexual orientation, veteran's status or any other non-merit factor unrelated to job duties. The CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The CONTRACTOR shall, in all solicitations or advertisements for employees by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties.

- c. The CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.
14. The CONTRACTOR offers and agrees to assign to the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this CONTRACT. This assignment shall be made and become effective at the time the COUNTY tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.
15. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
16. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said CONTRACTOR, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid or proposal conflicting herewith.
17. The following individuals are the parties CONTRACT Administrators:

COUNTY'S Contract Administrator:

Name: Brent Barnes
Title: Resource Management Agency Director
Address: 2301 Technology Pkwy.
Hollister, CA 95023
Phone: 831-636-4170
Fax: 831-636-4176
E-mail: bbarnes@cosb.us

CONTRACTOR'S Contract Administrator:

Name: Peter J Taormina
Title: Manager
Address: 192 Healy Avenue
Marina, CA 93933
Phone: 831-384-4081
Fax: 831-384-5078
E-mail: _____

This CONTRACT shall not be effective unless and until approved by a duly authorized representative of County of San Benito and approved as to legal form by the San Benito County Counsel or designee.

IN WITNESS WHEREOF, County of San Benito and the Contractor have caused this Agreement to be signed as of the day and year first above written.

COUNTY OF SAN BENITO

Brent Barnes, RMA Director

Date _____

CONTRACTOR (FIRM)

Name: _____

Address: _____

Phone: _____

Fax: _____

Date _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

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

Date March 3, 2017

**COUNTY OF SAN BENITO
BUDGET ADJUSTMENT/TRANSFER**

Please Indicate Type:

Fiscal Year: 2016 - 2017

Department: Health & Human Services

Org Key: _____

- ☐ **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
101.00.1325.1000.999.901	Contingency	108,430	
300.70.3500.1302.650.205	Fixed assests		108,430
300.70.3500.1302.590.001	Transfer In	108,430	
101.00.1325.1000.670.000	Transfer Out		108,430
Total		\$ -	\$ -

Comments: Project numbers will be assigned when approved. This is a loan from the General Fund and will be repaid by Migrant Center fund 256 through a transfer in fiscal year 2017 - 2018. Sewer Repair is \$39,160 and the Slurry Seal repair is \$69,270

Submitted: Cynthia Larca 02/13/2017
Department Head/Authorized Signature Date

Verification of Sufficient Funds: Joe Paul Gentry 2/13/2017
Auditor-Controller Date

Approval: _____
Administrative Officer Date

Approval by Board of Supervisors _____
Date

Attested: _____
Clerk of the Board: _____ Vote: _____ Yes _____ No

AUDITOR USE ONLY	
Budget Adjustment No: _____	
Date Batch Input Completed: _____	By: _____



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 20.

MEETING DATE: 3/14/2017

DEPARTMENT: SHERIFF'S DEPARTMENT

DEPT HEAD/DIRECTOR: Sheriff Darren Thompson

AGENDA ITEM PREPARER: Capt. Tony Lamonica

SBC DEPT FILE NUMBER: 110

SUBJECT:

SHERIFF'S OFFICE - D. THOMPSON

Adopt the plans and specifications for modifications to the current 911 communication infrastructure to be paid in full by Homeland Security Grant program funds through the San Benito County Office of Emergency Services (OES) in the amount not to exceed \$50,000.00, and authorize issuance of Invitation for Bids IFB No. PWB-1705 for radio system upgrades.
SBC FILE NUMBER:110

AGENDA SECTION:

CONSENT AGENDA

BACKGROUND/SUMMARY:

The San Benito County radio system infrastructure needs to be updated to ensure system reliability and to provide better coverage for the users. The radio system supports enforcement in the county as well as Fire, Public Works and Medical Services. The Sheriff's Office made a presentation to the Board of Supervisors in December 2015. At that meeting, the board approved a project to improve the radio system.

The primary focus of this project is to move the mission critical, single point of failure, radio

equipment from the roof of the old Sheriff's building on 4th Street where access and power are unreliable, to the new Sheriff's building on Technology Parkway. The move will significantly improve the life-safety reliability of the system. The project will also link the radio system sites together via a network so that coverage and performance is significantly improved.

Detail:

The estimated cost for this project will be \$42,000 with an \$8,000 contingency. This project will include the equipment, engineering, and labor required to complete the scope of work. The project is funded using Homeland Security Grant funds and requires no matching funds from the county.

The major components of the project include:

- FCC licensing and project engineering services.
- Installation of an antenna system on the roof of 2301 Technology Drive
- Installation of antennas on the Park Hill radio tower.
- Connection to all the sites via a local area network.
- Moving of the base station equipment from the roof of 451 Fourth St to the new radio closet at 2301 Technology Dr.

The Sheriff's Department will seek a qualified contractor to provide and install the radio equipment, pursuant to the attached Invitation for Bids. Bids will be due on March 23, 2017 and we would plan to return to the Board with a recommendation regarding award of the contract in April.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

1045.1000.619.252

CURRENT FY COST:

\$50,000.000

STAFF RECOMMENDATION:

It is respectfully submitted that the Board of Supervisors:

1. Adopt the plans and specifications and authorize issuance of Invitation for Bids IFB No. PWB-1705 for radio system upgrades; and
2. Authorize the Chair to sign IFB PWB-1705.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:**Description**

IFB PWB-1705 - Radio System Upgrades - Sheriff's Department

Upload Date

3/7/2017

Type

Backup Material



San Benito County Resource Management Agency

2301 TECHNOLOGY PARKWAY
HOLLISTER, CA 95023

Invitation for Bids, IFB No. **PWB-1705**

FOR

RADIO SYSTEM UPGRADES – SHERIFF’S DEPARTMENT

BIDS DUE:
Thursday March 23, 2017
2:00pm PST

CONTACT:
Capt. Tony Lamonica
tlamonica@sbcsheriff.org
(831) 636-4080

APPROVED AS TO LEGAL FORM: SAN BENITO COUNTY COUNSEL	APPROVED FOR USE IN INVITATION TO BID: SAN BENITO COUNTY BOARD OF SUPERVISORS
By: <u>Shirley L. Murphy</u> Shirley L. Murphy, Deputy County Counsel	By: _____ Jaime De La Cruz, Chair
Date: <u>March 6, 2017</u>	Date: _____

For use in connection with San Benito County standards and the
2013 California Building Code

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A copy of the Prevailing Wage Scale is available at the following web site:
http://www.dir.ca.gov/DLSR/statistics_research.html#PWD

SECTION 1. INVITATION FOR BIDS

The County of San Benito invites sealed bids from fully licensed and insured contractors and suppliers for the following:

RADIO SYSTEM UPGRADES – SHERIFF’S DEPARTMENT
IFB No. PWB-1705

The County of San Benito is located in the Central Coast Region, 95 miles south of San Francisco. Contiguous counties include Santa Clara, Santa Cruz, Monterey, Fresno and Merced. Land area is 1,396 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 in the county include Highways 101, 129, 156 and 25.

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

At all times during the performance of this contract, the Contractor shall possess a current and **valid Class B and/or C-7 license** issued by the State of California and shall comply with all terms and conditions of such license.

SECTION 2. INSTRUCTIONS FOR SUBMITTING BIDS

2.1. **Bid Submittal.**

- a. Bids must be submitted on the form(s) provided by and made available at the Resource Management Agency, Public Works Division, 2301 Technology Pkwy., Hollister, CA 95023. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. All bids submitted must have Signature Sheet (**Attachment A**) completed, dated, with the firm's name and signed by a duly authorized officer of the firm.

The Bid Cost Sheet (**Attachment B**) shall be completed, signed and returned with the bid submittal.

Bids not submitted on the form(s) provided may not be considered by the Resource Management Agency, Public Works Division.

- b. Bidders shall submit the following:
Three (3) sets: an original and two (2) copies of the completed bid and the following Attachments to this Invitation for Bids (IFB):
 - Attachment A – Signature Sheet

- Attachment B – Bid Cost Sheet
- Attachment C – Reference List
- Attachment D – Subcontractor List
- Attachment E – Non-Collusion Declaration

Bids shall be delivered in a **sealed envelope clearly marked** as **IFB No. PWB-1705** assigned by the County, addressed to:

County of San Benito
Resource Management Agency, Public Works Division
Attn: Adam Goldstone
2301 Technology Parkway
Hollister, CA 95023

- c. All bids shall remain firm for at least ninety (90) calendar days after Bid Submittal Deadline or unless otherwise specified. Within ninety (90) calendar days after the Bid Submittal Deadline opening, a purchase order and/or a contract may be awarded by the County to the lowest responsive, responsible bidder, as it may deem proper in its absolute discretion. The time for awarding a purchase order and/or a contract may be extended at the sole discretion of the County, if required to evaluate bids or for such other purposes as the County may determine, unless the bidder objects to such extension in writing with their bid.
- d. All prices shall be bid F.O.B. DESTINATION only.
- e. Delivery dates of all items/services shall be specified on the bid.
- f. Mistakes must be corrected and the correction inserted; correction must be initialed in blue ink by the person signing the bid.
- g. Bidder shall be able to withdraw their bid at any time prior to the Bid Submittal Deadline, after which time the bidder shall not be relieved of its bid without the consent of the County, nor shall any change in the bid be made because of a mistake. The County may allow a bidder to withdraw a bid because of a mistake only when the bidder has notified the County in writing within five (5) work days following the bid opening, specifying in detail how the mistake occurred, and has established to the satisfaction of the County that: (1) a mistake was made; (2) the mistake made the bid materially different from what the bidder intended; and (3) the mistake was made in filling out the bid and was not due to an error in judgment nor to carelessness in inspecting the site nor in reading the plans or specifications.
- h. The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

2.2 **Bidder's Bond.**

The bid must be accompanied by a bidder's bond, certified check, or cashier's check in an amount not less than ten percent (10%) of the amount of the bid. The bidder's bond must be signed in favor of the County, and the certified check or cashier's check must be made payable to the County of San Benito. The bidder shall pay to the County such sums from said bond, certified check, or cashier's check as necessary to reimburse the County for costs incurred for failure of the

successful bidder to complete, sign and return in strict compliance with these Contract Documents, if requested to do so, the Contractor Qualifications Questionnaire, or enter into a contract. The amount of said bond, certified check, or cashier's check shall not be deemed to constitute a penalty or liquidated damages. The County shall not be precluded by such bond, certified check, or cashier's check from recovering from the defaulting bidder damages in excess of the amount of said bond, certified check, or cashier's check incurred as a result of the failure of the successful bidder to complete, sign and return in strict compliance with these Contract Documents, if requested to do so, the Contractor Qualifications Questionnaire, or enter into a contract.

2.3 **Interpretation, Corrections and Addenda.**

The Bidder must carefully examine the specifications, terms and conditions provided in the Invitation for Bid and become fully informed as to the requirements set forth therein. If anyone planning to submit a bid discovers any ambiguity, conflict, discrepancy, omission or error in the IFB, or has any questions in relationship to the "Scope of Work", or any other related matters, he/she shall immediately notify the contact person as shown on the "Cover Sheet" of such concern in writing and request clarification or modification of the document(s) no later than the deadline as set forth under sub-Section "Bid Submittal Deadline." No further requests for clarification or objections to the IFB will be accepted or considered after this date. Any change in this IFB will be made only by written addendum, issued by the Resource Management Agency, Public Works Division to each firm in receipt of the IFB, and shall be incorporated into the bid.

The Bidder shall sign and date the addendum and submit same with the bid. **Any oral communication by the County's designated contact person or any other County staff member concerning this IFB is not binding on the County and shall in no way modify the IFB or the obligations of the County or any Bidders.**

The Bidder may E-mail or mail questions to the contact person as shown on the "Cover Sheet".

All inquiries shall be directed to the designated County staff person as shown. Contact with any other County personnel, or any undue "badgering" of such County personnel by the Bidder is prohibited. Failure to comply with this request may be considered cause for disqualification of your bid.

2.4 **Bid Submittal Deadline.**

The bid must be received in the San Benito County Resource Management Agency, Public Works Division by 2:00 PM. PST time on **March 23, 2017.**

All bids must be delivered in person or received by mail no later than specified above. Bidders shall be responsible for the timely delivery of the bid. Bids received after the deadline will be unopened and discarded.

Bids will be a publicly opened and read on **March 23, 2017 2:00 pm PST**, at the Sheriff's Department, 2301 Technology Parkway, Hollister, CA 95023. Bidders or their agents are invited to attend. Bids received will be available to the public for review.

Without law or policy to the contrary, if the bidder took reasonable steps to submit the bid in due time, and failure of the bid to be on hand at the time of closing was not the result of negligence or other fault of the bidder, but was the result of negligence by the County, the County reserves the right to accept such bid.

2.5 References.

Provide a list of at least three (3) customer references (**Attachment C**) to which you have sold or are currently selling similar items/services. Include the company's name; the name, title, and telephone number of a contact person; the dollar amount of the contract; and the dates that these items/services were completed.

2.6 Performance Bond.

Within ten (10) days of the award of the contract, the successful bidder will be required to furnish the County, at the bidder's expense, a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the total bid cost. The bond shall be approved as to form by the County, executed by the bidder as principal and by a corporation licensed to issue such bonds in the State of California.

2.7 Payment Bond.

Within ten (10) days of the award of the contract, the successful bidder will be required to furnish the County, at the bidder's expense, a Payment Bond in an amount equal to one hundred percent (100%) of the total bid cost to guarantee the payment of wages, and bills contracted for materials, supplies, or equipment used in the performance of the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 to 3252, inclusive, of the Civil Code of the State of California, and Section 13020 of the Unemployment Insurance Code of the State of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

2.8 Specific Compliance.

All bidders will be required to abide by all applicable Federal and State laws and regulations.

2.9 Acceptance Test.

Upon receipt of written notification of the completion of the delivery of the items/services called for under this bid, County, at its option, may conduct a fifteen (15) work day on-site acceptance test. The acceptance test of the items/services will be conducted for the purpose of demonstrating that, in County's sole opinion, such items/services perform in accordance with the manufacturer's specifications.

In the event the items/services do not successfully pass the acceptance test, County shall notify the successful bidder, in writing, specifying in reasonable detail in what respects the items/services failed to perform. Seller shall immediately correct any deficiencies disclosed by the acceptance test. County may repeat the fifteen (15) work days test again until the items/services have successfully passed the acceptance test.

In the event that the items/services fail to pass the acceptance test within sixty (60) calendar days of the date that the notification of the completion of the delivery of the items/services are received, County shall have the option of immediately terminating any purchase order issued as a result of this bid without financial liability or penalty of any kind or, with mutual agreement, the parties may continue the acceptance testing. The option to terminate any purchase order issued as a result of this bid, as aforesaid, shall remain available to County during any mutually agreed to continuation of the acceptance test after the aforesaid sixty (60) calendar day period.

If County elects to terminate any purchase order issued as a result of the bid, the successful bidder shall refund all monies received from County up to the period of termination, within thirty (30) calendar days from receipt of written termination by County.

SECTION 3. GENERAL TERMS AND CONDITIONS

3.1 Bid Rejection/Waiver of Informalities

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART THEREOF; TO WAIVE ANY INFORMALITIES, MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS IN ANY BID; AND ALSO TO WITHHOLD AWARD FOR A PERIOD OF NINETY (90) CALENDAR DAYS FROM DATE OF BID OPENING.

The County's decision shall be final. The County's waiver of an immaterial defect shall in no way modify the bid documents or excuse the bidder from full compliance with its specifications if the bidder is awarded the contract.

3.2 Bonding Requirements

If required, before execution of the contract with the successful bidder by the County, the successful bidder shall file with the County the necessary bonds satisfactory to the County in the amounts and for the purposes noted. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in California and secured through an authorized agent with an office in California. The successful bidder shall pay all bond premiums, costs and incidentals.

3.3 Condition of Equipment Bid.

If equipment is proposed, it is to be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated under this bid.

3.4 Brand Names.

Manufacturers' brand names and model numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the item. Offers for equal items must state the manufacturer's brand and model number, or level of quality. The determination of the County as to what items are equal is final and conclusive. When manufacturer's brands, model numbers or level of quality is not stated by bidder, the offer will be considered exactly as specified.

3.5 Invoicing.

The County Auditor will only pay by original invoice. No invoices for partial shipments shall be authorized for payment without prior approval by the Auditor. Invoices in triplicate must be made to County of San Benito and forwarded promptly to the requesting department. Invoices must show purchase order number, name of requesting department, description of items purchased, unit prices, and all applicable taxes and shipping charges.

3.6 Securities In Lieu of Retention.

In lieu of the County retaining a portion of progress payments due the Contractor, the Contractor may elect to deposit qualifying securities equivalent to the amount to be withheld. Upon such deposit under an escrow agreement substantially in the form specified in section 22300(e) of the Public Contracts Code, the funds shall be released.

3.7 Examination and Audit.

The Contractor shall be subject to the examination and audit of the State auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the contract.

3.8 Delivery Hours.

Delivery will be accepted from 9:00 a.m. to 4:00 p.m., Monday through Thursday.

3.9 Damage of Items.

All damages pursuant to items received by County due to the Contractor's negligence shall be the responsibility of the Contractor to replace. Damage to existing construction, equipment, planting, etc., by the Contractor, in the performance of his/her work, shall be replaced or repaired and restored to original condition by the Contractor.

3.10 Alternate Bids.

Alternate bids may be considered at the discretion of the County if alternate bids are called for in this IFB. County will be the final authority to accept or reject an alternate bid.

3.11 Cash Discount.

In connection with any cash discount specified in this IFB, time will be computed from the date of the complete delivery of the items/equipment as specified, or from date correct invoices are received in the County department requesting such items/equipment, whichever is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.

3.12 Pricing.

Unless otherwise provided, the items/services stated herein will not be subject to any price increase from the date of acceptance of bids to the date of termination/extension as stated herein. If the successful bidder's established prices for any items/services listed herein is decreased during the term of this bid, then such discounts/reductions in price shall be immediately applicable so that County may have benefit of such lower prices.

3.13 Risk of Loss.

The successful bidder shall bear risk of loss until goods have reached the final F.O.B. Destination point. Thereafter, County shall bear risk of loss.

3.14 Prior to Shipment.

While the successful bidder has risk of loss, the successful bidder agrees, at its own expense, to procure and carry suitable fire, and extended coverage insurance on material, work-in-process and any furnished items which comprise or will eventually comprise the work or Piece of Equipment. The amount to be insured shall be the actual replacement value of said material, work-in-process and furnished items. Such insurance shall provide a loss payable clause in favor of the successful bidder as its interest may appear.

3.15 F.O.B. Point of Delivery.

F.O.B. Destination to include inside delivery to: 2301 Technology Parkway, Hollister, CA.

3.16 Examination of Bid Documents.

All bidders shall carefully examine the specifications herein and must fully inform themselves of the conditions and requirement of the items/services to be furnished. Failure to do so will be at bidder's own risk and cannot secure relief on the plea of error, or dispute, or question such specifications and the directions explaining or interpreting them.

Should a bidder find discrepancies in, or omissions from, the specifications, or should he/she be in doubt as to their meaning, he/she shall at once notify the County's Resource Management Agency, Public Works Division. Notification is to be in written form and must be submitted at least seven (7) work days prior to the Bid Submittal Deadline. Any interpretations by the County will be made in written form. Any change in requirements will be done in the form of a written addendum. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding upon the County.**

All other questions should be directed to the County's contact person shown on the "Cover Sheet" of this IFB.

3.17 Examination of Site.

Each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowances from the contract sum will be made because of lack of such examination.

3.18 Request for Changes.

The County reserves the right to order in writing changes in the bid or alterations, additions, or omissions at any time prior to acceptance of the items/services without voiding the bid, and the successful bidder shall comply with such order. The successful bidder may also request changes in the bid, but no work will be performed on such changes until the request is approved in writing by the County. Such changes shall be performed in accordance with the original bid requirements except as modified by an amendment. Except as herein provided, the successful bidder shall have no claim for any other compensation due to changes in the work.

Any changes or deviation from the contract made without authority in writing from the County will be at the bidder's own risk. No such changes shall be made nor adjustment in compensation granted unless the successful bidder receives an executed amendment prior to making the changes.

3.19. Qualification of Bidder.

The County may make such investigation as it deems necessary to determine the ability of the bidder to provide the services requested herein, and the bidder shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any bid should the evidence submitted by, or investigation of, the bidder fail to satisfy the County that such bidder is properly qualified to carry out the obligations of the bid and to complete the requirements contemplated therein.

3.20 Subcontracting.

Any bidder using a subcontractor(s) must clearly explain the use of the subcontractor(s) and list the name(s) and address(es) of the subcontractor(s) providing work under the bid. **(Attachment D)** The Contractor shall not award work to subcontractor(s) in excess of fifty percent (50%) of the contract price, without prior written approval of the County. The successful bidder will be fully responsible for all work performed under this bid and will be considered as the Prime Contractor. Any subcontracting, or other legal arrangements made by the bidder are the sole responsibility of the bidder. The Contractor will be fully responsible to the County for the acts and omissions of its subcontractors, and of the persons either directly or indirectly employed by them, as the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor. Nothing in this IFB or in any resulting contract shall create any contractual relationship between the County and any subcontractor. Any contract that is entered into between the successful bidder and the subcontractor(s) shall contain provisions for compliance with federal and state law, and for access to the books, documents, records, and inspection of work by employees, County and State representatives, as designated herein.

3.21 Taxes, Permits and Fees.

The Contractor shall pay for and include all Federal, State, and local taxes, direct or indirect, upon all materials, and shall pay all applicable royalties and license fees, and all charges for permits and licenses unless otherwise specified. Sales Tax should be shown separately on the bid form, when and where indicated. The County is exempt from Federal Excise Tax and should not be included in the bid. If your company is outside California and collects sales tax, please state the amount as a separate item if the County is to remit the tax.

3.22 Samples.

Samples of items, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

3.23 Patents, Copyrights and Other Work Product.

Bidders shall indemnify, defend and hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in preparing and submitting a bid under this IFB, and agrees to defend, at its own expense, any and all actions brought against the County or bidder because of the unauthorized use of such items. The Contractor shall indemnify, defend and hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented

invention, articles or appliances furnished or used in providing materials or equipment, or in performing the work, and agrees to defend, at its own expense, any and all actions brought against the County or the Contractor because of the unauthorized use of such items. **The County shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified. However, if the bidder or Contractor has reason to believe that the design, process or product specified involves the use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the County.**

3.24 **Indemnification.**

Bidder shall indemnify, defend and hold harmless County, its officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of the bid or any Contract that may be awarded from this IFB. Bidder's liability for indemnity under the bid or any resulting Contract shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Bidder, unless the claim, demand liability, judgment, award, interest, attorney fee, cost or expense is caused solely by the negligent or willful misconduct of the County, its officers, employees, agents or assigns. Bidder will on request and at its expense defend any action suit or proceeding arising hereunder and shall reimburse and pay the County for any loss, cost, damage or expense (including the cost of its attorneys) suffered by it hereunder.

3.25 **Insurance.**

Prior to commencement of any work associated with this IFB, without limiting any indemnity requirements, the successful bidder shall purchase and maintain the following types of insurance for the minimum limits indicated during the term of the contract and provide a Certificate of Endorsement from the successful bidder's Insurance Carrier guaranteeing such coverage to the County. The successful bidder shall include all subcontractors as insured under its policies or shall furnish separate certificates or endorsements for each subcontractor. All subcontractors shall be subject to all the requirements stated herein.

a. Requirements and Limits:

1. Commercial General Liability: \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured as to any liability arising from the performance of any contract resulting from this bid. **The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11 85 or CG 20 10 07 04 in tandem with CG 20 37 07 04.**
2. Automotive Liability: \$1,000,000.00 per accident for bodily injury and property damage, or split limits of \$500,000.00 per person/\$1,000,000.00 per accident for bodily injury and \$250,000.00 per accident for property damage.
3. Workers' Compensation Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000.00 per accident, the policy shall be endorsed to waive the insurer's subrogation rights against the County.

4. If the successful bidder elects to deliver products to the County using a common carrier that is not related to the bidder's business entity, the bidder may request waiver of the automobile and workers' compensation insurance requirements for delivery by the common carrier.
- b. Insurance Conditions.
1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County.
 2. Each of the required policies, noted above, shall be endorsed to provide the County with thirty (30) calendar days prior written notice of cancellation. Additionally, the policies shall also be endorsed by the insurance company (not the agent) to modify the policies to include San Benito County, its officers, agents, and employees as additional insured. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of the successful bidder to furnish insurance during the term of the contract.
 3. These requirements assume that standard insurance policy forms, terms, and conditions will apply to cover the expected risk exposures for the intended "Scope of Work". Additional qualifying policy conditions or special endorsements may be specified in the contract depending on the final "Scope of Work" agreed on by County and the successful bidder.
 4. The successful bidder's insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. The successful bidder shall include all subcontractors as insured under its policies or shall furnish Certificates of Insurance for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

3.26 Coordination of Work.

All work schedules, actual work and payment request shall be coordinated through, inspected by and approved by the Resource Management Agency, Public Works Division prior to scheduling of the project so that any interruption to the normal business operation be kept to a minimum.

3.27 Materials.

- a. All materials shall be new and of merchantable grade, free from defect. Materials, supplies, and equipment shall be in accordance with samples submitted by the Contractor and approved by the County. No substitutions shall be permitted from the original specifications, except as provided under this IFB and specifications, and unless the bidder obtains prior approval. If the item proposed differs from these specifications, the bidder shall present a specific explanation of functioning and structural characteristics for those details that differ from the specifications listed herein.

- b. Except as otherwise specifically stated in the IFB or resulting contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the materials, equipment or work within the specified time.
- c. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer. Material and equipment shall be stored so as to ensure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.
- d. Materials, supplies, and equipment to be incorporated into the work shall not be purchased by the Contractor or a subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

3.28 Subsurface Conditions

- a. In the event the work requires digging trenches or excavation deeper than four (4) feet, the Contractor shall promptly, and before the following conditions are disturbed, notify the County by written notice of:
 - 1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - 2. Subsurface or latent physical conditions at the site differing from those indicated.
 - 3. Unknown physical conditions at the site of an unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
- b. Upon such notification, the County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for performance of any part of the work, shall issue a change order under the procedures described in this Contract.
- c. In the event that a dispute arises between the County and the Contractor whether the conditions do materially so differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Contract, but shall proceed with all work to be performed under this Contract. The Contractor shall retain any and all rights provided either by Contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

3.29 Existing Utilities.

It is recognized by the Contractor that the location of existing utility facilities as shown on Contract drawings and specifications are approximate; their exact location is unknown.

Recognition is given to the fact that there may be additional utilities existing on the property unknown to either party to the Contract. Location of utilities as shown on drawings and specifications represent the best information obtainable from utility maps and other information furnished by the various agencies involved. The County warrants neither the accuracy nor the extent of actual installations as shown on the drawings and specifications.

Because of this uncertainty, it may become necessary for the County's Representative to make adjustments in the line or grade of sewers or storm drains. Installation of such adjusted lines shall be made at the regular unit price bid for the work, and no additional compensation will be paid therefor, unless the scope and character of the work has been changed.

The Contractor agrees and is required to coordinate and fully cooperate with the County and utility owners for the location, relocation, and protection of services and utilities. The Contractor's attention is directed to the existence of services and utilities, underground and overhead, necessary for normal house and commercial service for all buildings along the line of work. The Contractor shall make arrangements with utility owners and Underground Service Alert (USA) for the location of all service or utility lines in advance of the actual construction and for the relocation of such facilities, if necessary, by the utility owner or the Contractor.

In accordance with Section 4215 of the Government Code of the State of California, the County shall make provisions to compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such main and trunk line utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. In the event the Contractor discovers utilities not identified in the Contract Documents, the Contractor shall immediately notify the County's Representative and the utility owner by the most expeditious means available and later confirm in writing.

It is understood and agreed that the failure of the Contractor or its subcontractor to comply fully with these provisions constitutes failure of the Contractor to exercise reasonable care and precludes Contractor's recovery from County for any related costs or damages.

3.30 Inspection and Testing.

All material and equipment used and work performed in the construction of the project shall be subject to inspection, examination and testing by the County at any time and all times during which manufacture and/or construction are carried out, in accordance with generally accepted standards and as defined in this IFB, the plans and specifications, and in the resulting contract. The County shall have the right to reject defective material, equipment and workmanship or require its correction.

- a. The County shall provide all inspection and testing services unless specified to be provided by the Contractor. The Contractor shall provide, at the Contractor's expense, the testing and inspection services required by this IFB and resulting contract. If any work is specifically required to be inspected, tested, or approved by someone other than the Contractor pursuant to laws, rules, regulations or orders of any public authority having jurisdiction over the work, the Contractor will give the County timely notice of readiness. The Contractor will then furnish the County with the required certificates of inspection, testing and/or approval. Inspections, tests, or approvals by the County or others shall not relieve the Contractor from the obligations to perform the work in accordance with the requirements of this IFB, the plans, specifications and other drawings, and/or the resulting contract.

- b. The County will at all times have access to the work performed. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, equipment, payrolls, personnel records, invoices for materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work, and also for any inspection or testing thereof.
- c. If any work is covered contrary to written instructions from the County it must, if required by the County, be uncovered for the County Engineer's and/or Inspector's observation and replaced at the Contractor's expense. If the County considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the County's request, will uncover, expose or otherwise make available for observation, inspection or testing as the County may require, that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate change order shall be issued.
- d. A pre-final inspection of the material, equipment and work will be made by the County. This inspection shall be made as soon as practical after the Contractor has notified the County in writing that the work is ready for inspection. The pre-final inspection shall be made prior to acceptance of any portion of the work as being substantially complete and prior to filing of the Notice of Completion.
- e. A final inspection of the material, equipment and work will be made by the County prior to acceptance of the work.

3.31 Correction of Work.

The Contractor shall promptly remove from the premises all materials, equipment or work rejected by the County for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the County and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. All removal and replacement work shall be done at Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the County may remove such work and store the materials at the expense of the Contractor.

3.32 Supervision.

- a. The Contractor shall supervise and direct the work, using the skill, diligence and standard of care typical for the industry or, if a higher level of expertise is represented in the bid, then the higher standard of skill, diligence and standard of care shall apply. He/she shall carefully inspect the site and study and compare all drawings, specifications, and other instructions. Ignorance of any phase of construction or any of the features or conditions affecting the contract will not excuse the Contractor from carrying out this provision to its full intent.

- b. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the worksite a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.
- c. The Contractor and its officers and employees, in the performance of the contract, are independent contractors in relation to the County and not officers or employees of the County. Nothing in this IFB or the resulting contract shall create any of the rights, powers, privileges or immunities of any officer or employee of the County. The 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 the contract.

3.33 Protection of Work, Property and Persons; Safeguards.

- a. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the worksite and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto.
- b. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the work, such temporary walls, fences, guardrails, barricades, lights, danger signs, enclosures, etc. as may be required during site preparation and all phases of construction, and shall maintain such safeguards until all work is completed. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them will be liable, except damage or loss attributable to the fault of the contract documents or to the acts or omissions of the County and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.
- c. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the County, shall act to prevent threatened damage, injury or loss. The Contractor will give the County prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.

- d. For contracts in excess of \$25,000, involving excavation of trenches in excess of five (5) feet, the Contractor shall, pursuant to Labor Code Section 6705, submit in advance of any excavation hereunder a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from shoring system standards, the plan shall be prepared by a registered civil engineer or structural engineer. No such excavation shall be made until said detailed plan is submitted by the Contractor and accepted, in writing, by the County. The shoring requirements shall be itemized in the bid.

3.34 Clean-up.

The Contractor shall, at all times, keep the premises clean from accumulation of waste materials or rubbish caused by his/her employees or work and shall remove all resulting work debris from the job site.

3.35 Assignment of Anti-Trust Claims Regarding Purchase of Goods, Services or Materials.

The Contractor offers and agrees to assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this IFB. This assignment shall be made and become effective at the time the County tenders final payment to the Contractor, without further acknowledgment by the parties.

3.36 Guarantee.

The Contractor shall issue his/her written guarantee to maintain such work for a period of one (1) year from date of acceptance and shall be responsible for the correction of any failure that is the result of defect in materials or workmanship.

3.37 Warranty, Manufacturer.

The manufacturer shall fully warrant all materials and equipment furnished under the terms of the contract awarded pursuant to this IFB against poor and inferior quality. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of County operations. A copy or description of the manufacturer's warranty shall accompany each bid for the material and equipment proposed, detailing the scope and length of the warranty. Where the successful bidder is also the manufacturer of the materials or equipment provided under this bid, the Manufacturer's Warranty requirement will supersede the successful bidder warranty requirement of this bid.

3.38 Warranty, Successful Bidder.

The Contractor shall fully warrant all materials and equipment furnished and work performed under the terms of the contract awarded pursuant to this IFB against poor and inferior quality or workmanship, for a period of not less than *one (1) year* from date of the final acceptance by the County. While under warranty, successful bidder shall promptly repair or replace inoperable materials or equipment and shall promptly correct inferior or defective work as may be deemed necessary by the Engineer, in a timely manner to minimize the disruption of County operations. The County shall give notice of observed defects with reasonable promptness. In the event that

the Contractor should fail to make such repairs, adjustments or other work that may be necessary to correct defective or inoperable materials, equipment or work, the County may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the warranty period.

3.39 Completion.

Time of completion shall not exceed Ninety (90) calendar days from the Notice to Proceed.

3.40 Liquidated Damages.

Time is of the essence in this contract. It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of calendar days as set forth in the Special Conditions, damage will be sustained by the County, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the County will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the County the sum set forth below per day for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed; and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the County may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

If adverse weather conditions are the basis for a Claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated and that weather conditions had an adverse effect on the critical path schedule.

Claims due to adverse weather, when approved, shall be excusable but not compensable.

It is further agreed that in the event the Contractor fails to complete work and all requirements under this agreement within the number of calendar days specified, the County shall have the right (but not the obligation) to increase the number of calendar days, as the County may in its sole discretion deem best to serve its interests.

The Contractor will be granted an extension of time and will not be assessed with liquidated damages for any portion of the delay in completion of the work beyond the time named in the Special Conditions for the completion of the work caused by acts of God or of the public enemy, fire, storms, floods, tidal waves, earthquakes, shortage of materials and freight embargoes, provided that the Contractor shall notify the Engineer in writing of the causes of delay within fifteen (15) days from the beginning of any such delay. The Engineer shall ascertain the facts and the extent of the delay, and his/her findings thereon shall be final and conclusive.

The Contractor shall pay to the County of San Benito a sum of \$500 per day for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed in the Time of Completion. Completion of the project includes correction of any punch list items identified by the Project Design Team.

3.41 Default.

In the event the successful bidder who is awarded a purchase order and/or contract resulting from this IFB shall be in breach or default, the County may procure the items/services from other sources and may deduct from any monies due, or that may thereafter become due to the

successful bidder, the difference between the price named in the purchase order and/or contract and actual cost thereof to the County. Prices paid by the County must be considered the prevailing market price at the time such purchase is made. These rights and remedies shall not be exclusive but in addition to any other rights and remedies provided by contract law. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the County.

3.42 Cancellation of Purchase Order and/or Contract.

The County may terminate any purchase order and/or contract derived from this IFB as follows:

- a. WITHOUT CAUSE at any time by giving thirty (30) calendar days written notice to the successful bidder.
- b. WITH CAUSE (Default) at any time by giving ten (10) calendar days written notice to the successful bidder. Cancellation for cause shall be at the discretion of the County and shall be, but is not limited to, failure to supply the items, materials, equipment or services specified within the time allowed or within the terms, conditions or provisions of this IFB. The successful bidder may not cancel any purchase order and/or contract derived from of awarded as a result of this IFB, without prior written consent of the County.
- c. The County, at it sole discretion, may terminate any purchase order and/or contract derived from or awarded as a result of this IFB upon thirty (30) calendar days written notice to the vendor and/or successful bidder, in the event that funds have not been appropriated.

Such terminations shall be without penalty to the County.

3.43 Nondiscrimination.

- a. During the bidding process and thereafter, during the performance of the contract, bidders and sub-bidders, as well as the Contractor and any subcontractors, shall not unlawfully discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, marital status, age, medical condition (cancer related), physical disability (including AIDS), or sexual orientation. Equal employment extends, but is not limited to recruitment, compensation, benefits, layoff, termination, and all other conditions of employment. Bidders and sub-bidders, and the Contractor and subcontractors, shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Bidders and sub-bidders, and the Contractor and subcontractors, shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Division 4, Section 7285.0 et seq.) In particular, Labor Code Section 1735 and the regulations of the Fair Employment and Housing Commission implementing the Fair Employment and Housing Act regarding contractor nondiscrimination and compliance requirements, as set forth in Title 2, Division 4, Chapter 5, Section 8101 et seq. of the California Code of Regulations are incorporated herein by reference and made a part hereof as if set forth in full.
- b. Bidders and any sub-bidders shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- c. The Contractor shall include the nondiscrimination and compliance provisions of the clause in all subcontracts to perform work under the contract.
- d. The Contractor shall provide access to representatives of the Department of Fair Employment and Housing and the County upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or County shall require to ascertain compliance with this clause.

3.44 California Labor Code.

Unless federal law applies, the Contractor and all Subcontractors shall comply with all state labor requirements applicable to public works projects, including but not limited to Labor Code sections 1720 et seq., 1770 et seq. and 1810 et seq.. Without limitation, the Contractor's and Subcontractors' obligations include the following:

a. Hours of Work:

- (1) Eight hours of labor shall constitute a legal day's work upon all work done hereunder, and the Contractor or any subcontractor under him/her, in the performance of the contract, shall not require more than eight hours of labor in any calendar day, or more than forty hours of labor in any calendar week, from any person employed by the Contractor in the performance of the work under this Contract, except as permitted under the provisions of Section 1815 of the Labor Code of the State of California. The Contractor shall forfeit, as penalty to the County, twenty-five dollars (\$25.00) for each worker employed by the Contractor or any subcontractor under the Contractor in the performance of the contract for each calendar day during which any worker is required or permitted to labor more than eight hours and for each calendar week during which any worker is required or permitted to labor more than forty hours, in violation of the provisions of such Labor Code.

b. Apprentice Employment:

- (1) Pursuant to the provisions of Labor Code section 1777.5, the Contractor or any subcontractor employing tradesmen in any apprenticeable occupation shall apply to the joint apprenticeship committee nearest the site of the project and which administers the apprenticeship program in that trade for a Certificate of Approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. All requirements and exceptions to those requirements set forth herein for Apprenticeship Employment are contained in Labor Code section 1777.5 and are available from the applicable Joint Apprenticeship Committee.
- (2) The Contractor and subcontractors shall make contributions to funds established for the administration of the apprenticeship programs if the Contractor or subcontractors employ registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the project site are making such contributions.
- (3) The Contractor and subcontractors shall comply with the requirements of Labor

Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

c. Wage Rates:

- (1) Pursuant to the provisions of section 1770 et seq. of the Labor Code, the Contractor and any subcontractors shall pay each laborer or mechanic engaged in work on the project not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. The statement of prevailing wages appearing in the General Prevailing Wage Rates, as established by the California Department of Industrial Relations, is hereby specifically referred to and by this reference is made a part of this IFB. Copies of the Prevailing Wage Scale are available at the following website: http://www.dir.ca.gov/DLSR/statistics_research.html#PWD. Those copies shall be made available to any interested party upon request. Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code section 1775.
- (2) Any laborer or mechanic employed to perform work on the project which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by such laborer or mechanic.
- (3) The foregoing specified prevailing wage rates are minimum rates only, and the Contractor or any subcontractor may pay any wage rate in excess of the applicable rate.
- (4) An error on the part of the County does not relieve the Contractor or any subcontractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code sections 1770 through 1775.

d. Certified Payroll: as required under the provisions of Labor Code section 1776, the Contractor and each subcontractor must keep accurate payroll records of employees on public contracts and certify these records upon request, pursuant to Section 1776 of the California Labor Code and implementing regulations set forth in Title 8, Division 1, Chapter 8, Subchapter 3, sections 16000 and 16400 through 16404 of the California Code of Regulations. Payroll records must be made available for inspection by employees, the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards. Accurate payroll records shall be maintained on forms provided by the Division of Labor Standards Enforcement, or alternatively, the Contractor and all subcontractors shall keep accurate payroll records containing the same information:

- (1) The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other

employee by the Contractor or subcontractor in connection with the project.

- (2) Certified copies of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of the Contractor as follows:
 - (a) certified copies shall be made available or furnished to the Contractor's or subcontractor's employee or the employee's authorized representative upon request.
 - (b) certified copies shall be made available for inspection or furnished upon request to a representative of the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. Upon written notice from the County, the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards of the Department of Industrial Relations, the Contractor shall, within ten (10) days of such request, file with the County a certified copy of the payroll records.
 - (c) certified copies shall be made available upon request by the public for inspection or copies thereof made, provided, however, that a request by the public shall be made through either the County, the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards of the Department of Industrial Relations. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.
 - (3) The Contractor shall be responsible for compliance by the Contractor's subcontractors.
- e. Subcontractors: The Contractor shall cause clauses identical to those provided in the Contract pertaining to Labor Code requirements to be included in every subcontract for work performed on the project.

3.45 Governing Law, Jurisdiction and Venue.

This IFB, or any contract awarded pursuant to this IFB, shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Jurisdiction and venue for any action brought to enforce the terms or provisions of the bid or any resulting contract, shall be in the state or federal courts situated in and for the County of San Benito, State of California.

SECTION 4. AWARD OF CONTRACT

An evaluation team shall validate and evaluate all bids received. All requirements identified in this IFB must be satisfied in order to ensure that a bid will qualify for consideration. The low bid will be determined by the base bid. The County reserves the right to include in the Contract, if a Contract is awarded, the base bid only, or the base bid plus any alternate bid or combinations of alternates bid.

4.1 Lowest Responsible Bidder.

In addition to considering price in determining the lowest responsive bid, consideration shall be given to additional factors, in order to determine the responsiveness of the bids and the responsibility of the bidders including, but not limited to:

- a. The quality and performance of the supplies/equipment to be provided by the bidder;
- b. The ability, capacity and skill of the bidder to perform the contract or accomplish the transaction within the time specified, without delay;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of the bidder's performance on previous purchases by, or contracts with, the County, as demonstrated by the bidder's previous compliance with deadlines, budgets and quality of work, materials and supplies provided;
- e. The quality of the bidder's performance on previous purchases by, or contracts with other customers listed in **Attachment C** to the bid (list of customer references) or as otherwise ascertained by the County, as demonstrated by the bidder's previous compliance with deadlines, budgets and quality of work, materials and supplies provided; and
- f. The ability of the bidder to provide future maintenance, repair parts and services for the supplies/equipment provided.

4.2 Award.

The County reserves the right to:

- a. award a contract on the basis of individual items/services, or groups of items/services, or on the entire list of items/services specified in bids received;
- b. reject any or all bids, or any part thereof;
- c. waive any informality in the bids; and
- d. determine which bid is the lowest responsive bid, by a responsible bidder. The County's decision shall be final.

An evaluation of the bidder's ability, quality, and performance as set forth under Section "Lowest Responsible Bidder" of this bid, will be used in addition to total cost as a basis of award for any ensuing contract.

4.3 Standard Contract.

The successful bidder will enter into a contract with the County on the following standard form:

COUNTY OF SAN BENITO



STATE OF CALIFORNIA

THIS CONTRACT, made and entered into this _____ day of _____, 20__, between the County of San Benito, a political subdivision of the State of California, hereinafter referred to as County, and _____, hereinafter referred to as Contractor.

WHEREAS, the County of San Benito heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and thereafter did approve and adopt said plans and specifications; and

WHEREAS, the County of San Benito did cause to be noticed for the time and in the manner required by law a Notice inviting sealed bids for the performance of said work; and

WHEREAS, the Contractor, in response to such Notice, submitted to the Board of Supervisors of said County of San Benito within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and the other bids and proposals submitted in response to said Notice, the County of San Benito publicly opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsive, responsible bidder for the performance of said work, and the County of San Benito, as a result of the canvass of said bids, did determine and declare the Contractor to be the lowest responsive, responsible bidder for the work and awarded to it a contract therefore.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows:

1. The CONTRACTOR will commence and complete the construction of the following public work project:

RADIO SYSTEM UPGRADES – SHERIFF’S DEPARTMENT – PWB-1705

2. The CONTRACTOR shall do all of the work and furnish all of the materials, supplies, tools, equipment, labor, and other services necessary to construct and complete in a good, workmanlike and substantial manner and to the COUNTY’S satisfaction, the project as described in the Invitation for Bids package, including all of the CONTRACT DOCUMENTS.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within _____ calendar days after the date of the Notice To Proceed and will complete the same within _____ calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____ (\$_____).
5. The term "CONTRACT DOCUMENTS" means and includes the following, all of which documents are incorporated herein by reference:
 - a. INVITATION FOR BIDS "THE BID PACKAGE" INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 - (1) INVITATION FOR BIDS
 - (2) INSTRUCTIONS FOR SUBMITTING BIDS
 - (3) GENERAL TERMS AND CONDITIONS
 - (4) AWARD OF BID
 - (5) SPECIFICATIONS AND REQUIREMENTS
 - (6) ADDENDA:
No.____, dated _____, 20____. No.____, dated _____, 20____.
 - b. THE ACCEPTED BID/PROPOSAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 - (1) SIGNATURE SHEET
 - (2) BID COST SHEET
 - (3) REFERENCE LIST
 - (4) SUBCONTRACTOR LIST
 - (5) NON-COLLUSION DECLARATION
 - c. NOTICE OF AWARD
 - d. CONTRACT, SIGNED BY THE COUNTY AND THE CONTRACTOR
 - e. PERFORMANCE BOND
 - f. PAYMENT BOND
 - g. NOTICE TO PROCEED
 - h. FUTURE CHANGE ORDERS

All CONTRACT DOCUMENTS are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the CONTRACTOR'S bid or proposal, then this instrument shall control. Where the specific terms and conditions in any of the referenced

CONTRACT DOCUMENTS conflict with general terms and conditions in any referenced CONTRACT DOCUMENTS, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in any referenced CONTRACT DOCUMENTS shall remain in full force and effect, to the extent they do not conflict with the specific terms and conditions in any referenced CONTRACT DOCUMENTS.

6. The COUNTY will pay to the CONTRACTOR in the manner and at such times set forth in the CONTRACT DOCUMENTS such amounts as required by the CONTRACT DOCUMENTS.
7. In lieu of the COUNTY retaining a portion of progress payments due the CONTRACTOR, the CONTRACTOR may elect to deposit qualifying securities equivalent to the amount to be withheld. Upon such deposit under an escrow agreement substantially in the form specified in section 22300(e) of the Public Contracts Code, the funds shall be released.
8. Eight hours of labor shall constitute a legal day's work, and the CONTRACTOR or any subcontractor under him/her, in the performance of the contract, shall not require more than eight hours of labor in any calendar day, or more than forty hours of labor in any calendar week, from any person employed by the CONTRACTOR in the performance of the work under this Contract, except as permitted under the provisions of Section 1815 of the Labor Code of the State of California. The CONTRACTOR shall forfeit, as penalty to the County, twenty-five dollars (\$25.00) for each worker employed by the CONTRACTOR or any subcontractor under the CONTRACTOR in the performance of the contract for each calendar day during which any worker is required or permitted to labor more than eight hours and for each calendar week during which any worker is required or permitted to labor more than forty hours, in violation of the provisions of such Labor Code.
9. The Contractor and subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
10. Pursuant to Section 1770 et seq. of the California Labor Code, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The statement of prevailing wages appearing in the General Prevailing Wage Rates, as established by the California Department of Industrial Relations, is hereby specifically referred to and by this reference is made a part of this contract. Copies of the Prevailing Wage Scale are available at the following website: http://www.dir.ca.gov/DLSR/statistics_research.html#PWD. Those copies shall be made available to any interested party upon request. Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code section 1775. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or subcontractor. An error on the part of the COUNTY does not relieve the CONTRACTOR or any subcontractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code sections 1770 through 1775.
11. The CONTRACTOR and each subcontractor must keep accurate payroll records of employees on public contracts and certify these records upon request, pursuant to Section 1776 of the California Labor Code and implementing regulations set forth in Title 8, Division 1, Chapter 8, Subchapter 3, sections 16000 and 16400 through 16404 of the California Code of Regulations. Payroll records must be made available for inspection by employees, the County, the Division of Labor Standards

Enforcement, and the Division of Apprenticeship Standards. The CONTRACTOR shall be responsible for compliance by the CONTRACTOR'S subcontractors.

12. The CONTRACTOR shall be subject to the examination and audit of the State auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the contract.
13. During the performance of this Contract, the CONTRACTOR agrees as follows:
 - a. During the performance of this Contract, the CONTRACTOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition (cancer related), marital status, pregnancy, age (over 18), sex, sexual orientation, veteran's status or any other non-merit factor unrelated to job duties. The CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The CONTRACTOR shall, in all solicitations or advertisements for employees by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties.
 - c. The CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.
14. The CONTRACTOR offers and agrees to assign to the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this CONTRACT. This assignment shall be made and become effective at the time the COUNTY tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.
15. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
16. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said CONTRACTOR, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid or proposal conflicting herewith.

17. The following individuals are the parties CONTRACT Administrators:

COUNTY'S Contract Administrator:

Name: Brent Barnes
Title: Resource Management Agency Director
Address: 2301 Technology Pkwy.
Hollister, CA 95023
Phone: 831-636-4170
Fax: 831-636-4176
E-mail: bbarnes@cosb.us

CONTRACTOR'S Contract Administrator:

Name: _____
Title: _____
Address: _____

Phone: _____
Fax: _____
E-mail: _____

This CONTRACT shall not be effective unless and until approved by a duly authorized representative of County of San Benito and approved as to legal form by the San Benito County Counsel or designee.

IN WITNESS WHEREOF, County of San Benito and the Contractor have caused this Agreement to be signed as of the day and year first above written.

COUNTY OF SAN BENITO

Brent Barnes, RMA Director

Date _____

CONTRACTOR (FIRM)

Address: _____

Phone: _____
Fax: _____

Date _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Shirley L. Murphy, Deputy County Counsel

Date _____

SECTION 5. SPECIFICATIONS AND REQUIREMENTS

5.1 General Description

The specifications described below and the plans and specifications described and depicted below, set forth the minimum requirements for the quantity and quality of work to be provided hereunder. The items to be purchased shall meet or exceed the specifications attached hereto. As used herein, the term "work" refers to the articles, equipment, materials, supplies and labor as specified, designated or otherwise required by the Invitation for Bids (IFB). Additional terms, conditions and requirements pertaining to the methods and manner of performing the work are described elsewhere in the IFB.

Except where specified to the contrary herein, all work shall be new and shall be supplied with the equipment and accessories indicated as standard equipment in manufacturer's published descriptions, owner's manuals, and other literature for said work. No advantage shall be taken by the bidder in omitting any unspecified minor article that goes into making the unit complete.

The intent of these specifications is to establish a standard of quality for materials and equipment. Therefore, some items are identified by manufacturer or trade name designation. Substitutions shall be subject to the County's approval. The decision of the County shall be final. Where the substitution will affect other trades, the Contractor shall coordinate all changes with those trades concerned and pay any additional costs incurred by them as a result of this substitution. Approval of substitutions shall not relieve the Contractor from providing an operational system in accordance with all applicable codes and ordinances.

The plans indicate the general layout and arrangement; architectural drawings and field conditions shall determine exact locations. The Contractor shall field verify all conditions and modify as required to satisfy design requirements as well as code minimums. Discrepancies shall be brought immediately to the attention of the County for clarification. The County shall approve any changes.

Storage of equipment for the job is the responsibility of the Contractor and shall be scheduled for delivery to the site, as the equipment is required. Damage to the equipment delivered to the site or in transport to the job shall be the responsibility of the Contractor.

Professionalism and appearance of installations shall be in accordance with accepted practices of this trade. Installation methods shall conform to manufacturers' specifications and recommendations. The Contractor shall man the job with qualified journeymen and helpers in this trade for the duration of the job. It is the Contractor's responsibility to communicate with and keep the job superintendent apprised of changes or clarifications, etc.

Safety:

The Contractor is responsible to maintain equipment in a safe and responsible manner. The Contractor shall conduct construction operations in a safe manner for employees as well as other work persons or anyone visiting the job site. The Contractor shall provide barriers, trench plates, flags, tape, etc. The Contractor shall hold all parties harmless of negligent safety practices that may cause injury to others on or near the job site.

Existing Service:

The Contractor shall maintain the existing system in service until the new system is complete and ready for service. The Contractor shall disable the system only to make switchovers and connections. The Contractor shall obtain permission from the County at least 48 hours before

partially or completely disabling the system. The Contractor shall minimize outage duration. The Contractor shall make temporary connections to maintain service in areas adjacent to work area as required.

Code Compliance:

The Contractor shall comply with CBC as applicable, except as noted otherwise. Protection of and cleanliness of pathways and raceways must be assured during the construction process.

5.2 Scope

This project will upgrade and relocate components of the existing emergency communication radio infrastructure. Existing equipment is located at 451 Fourth Street and the new location is in a purpose-built enclosure at 2301 Technology Parkway. The existing radio base station equipment is current, digital-capable technology, which will be reused. The current base stations are Kenwood NexEdge NXR-700 radios. New antennas, cabling and related hardware will be required. A single 25-foot antenna mast will be mounted to the west side of the building located at 2301 Technology Parkway, with all of the required antennas mounted to the single mast. Cabling for the antennas will be run into the building and into the radio closet at Technology Parkway using weatherproof hardware. A data connection will be made from 471 Fourth Street where the backup PSAP is located, to the radio closet at 2301 Technology Parkway, using the County-owned fiber optic cable. Contractor shall perform the following at 2301 Technology:

- Procure, deliver, and install 3, 19" Chatsworth Products, open frame aluminum equipment racks.
- Drill and bolt racks to concrete floor in new radio room
- Drill two 4" holes through exterior concrete wall
- Install cable entry plate, drill and bolt to wall, covering 2 new 4" holes.
- Install the antenna mast on the side of the building at 2301 Technology Parkway, bolt to wall four heavy duty clamp sets to mount 21 foot schedule 80 2.375" diameter pipe to concrete wall, 15 feet above wall, 6 feet beside wall to attach to clamps.
- Install antennas on the mast as required for proper signal separation. Cable as necessary.
- Install UHF single folded dipole antenna to center of mast that extends above roof.
- Install VHF single folded dipole, master TX antenna to lower section of mast, just above roof line.
- Raise, align, tighten, secure mast and associated cabling. Mount cable management hangars to wall.
- Feed cables into building, install entry port boots and inserts.
- Install an outdoor ground buss to wall just below entry port. Attach ground kits from main mast and 3 coax cables to ground buss.
- Install 3/4" x 10 foot ground rod directly below cable entry. Connect master ground from buss to ground rod. Not cad-welded, clamp only.
- Install indoor ground buss as required to wall. • Drill and mount 3x Polyphasor to buss.
- Drill hole in floor directly below ground buss.
- Drive 3/4" x 10 foot ground rod, 6" above indoor grade. Connect by clamp connection indoor ground buss to indoor ground rod.
- Terminate 3 LMR400 coaxial cables to Polyphasor.
- Build 3 custom length cables from Polyphasor to 3 radio transceivers.
- Update the county's FCC licenses as necessary to comply with the equipment move (see below)
- Configure one new frequency on the new infrastructure using a spare control station provided by the County. Once active and tested, "hot swap" the new equipment with one of the active

frequencies with minimal system down time. Relocate equipment from 471 Fourth Street to the purpose-built location at 2301 Technology Parkway.

- Using newly acquired replacement system parts (radio repeater, RF power amplifier, power supply, and Telex IP223 tone termination panel), contractor will mock up, configure, and commission a complete redundant control station for the Sheriff's transmitter.
- This will be transported to and installed into the new radio facility at Technology Pkwy.
- When the analog tone circuits are available at the new location, at a predetermined time, the old system (SO only) will be powered down at the 4th Street location.
- The new transmitter will be immediately activated at the new (Technology) location and tested with actual on-air calls.
- If this is completely successful, the newly commissioned SO transmitter will be left in operation.
- The decommissioned SO transmitter from 4th Street will be modified by contractor to operate as a Fire Dept. control station.
- Contact with the IT department will be required ahead of starting on this project.
- Once the process is successful, swap the remaining frequencies using the same method.

FCC license information:

- Relocate to New Control Point Address: 2301 Technology Pkwy, Hollister, CA (831) 636-4080.
- WPVY817: (Sheriff) Admin Update to change control point address to new building; Delete current FX1: (153.875) FX1
- WPWR746, (Dept of Public Works) Admin Update to change control point address to new building; (156.120) FX1.
- KUZ854: (Fire Dept) City of Hollister (155.805/153.905) Control Point meeting 20' rule moving to new building; This license is held by City of Hollister;
- WNGV580 Clemars Mutual Aid Frequency, 154.920, this frequency is licensed under WNGV580 to State of California, with base station located in San Benito County. There is no current license being held by San Benito County for this frequency;
- WPMF625: UHF MED TAC/155.280 Admin Update to change control point address to new building and change control phone number;
- KYB973, Cancel—license no longer needed---
- Include all processing and frequency coordination fees where applicable.

San Benito County services provided:

- County IT services will provide all analog tone control circuits from the old location on 4th Street Hollister (backup PSAP), to the new location at 2301 Technology. Note that the Clemars transceiver will not be relocated to Technology Pkwy. The analog tone control circuits that will be transferred to Technology Pkwy. are:
 - Sheriff
 - Fire
 - Medical
 - Dept. of Public Works
- These circuits shall be terminated to a "punch down" block that is dedicated for radio circuits and located in the new radio closet.

5.3 Standards

5.3.1 Materials

<u>Qty.</u>	<u>Item</u>
1	Telewave M108-150-1TP-M60 1 Channel TX Combiner TWCH-2 2 Channel Phasing Harness
1	TPRC-1508-1 Single Pass/Reject Cavity
1	TWPC-1508-2 Dual Pass Cavity
2	TW2 Critical Length Cable
1	TW150-2HRB1M 2 Channel Hybrid Combiner
1	TWPC-1504-1C 4" Single Square Pass Cavity
2	TPCP-1543C VHF Pass Preselector
7	TW2 Critical Length Cable
1	TLA3-PS150 Panel Mounted Preamplifier
1	TW4-150 4-Way Junction
1	7864 Junction Bracket
1	TWX150-NF Crystal Filter
3	PNL061 Blank Rack Panel
1	ANT-150F2 Collinear Antenna
1	ANT150D VHF Dipole Antenna
1	ANT450D UHF Dipole Antenna
1	21' Mast, 2.375"OD, Schedule 80 Galvanized with Threaded Caps (2)
2	BB-S10-10 Clamp Set
1	UGBKIT-0210-T Outdoor Ground Bus Bar
1	UGBKIT-0210 Indoor Ground Bus Bar
2	10 ft. Copper Grounding Rod
1	204673-2A Cable Entry Port
1	SC-400T-6 Rubber Cushion for LMR400

- 1 WSPC4-BLANK Cushion Blank
- 2 294573 Boot for Cable Entry
- 1 IS-50BLN-CO Polyphasor Impulse Arrestor
- 1 LMR400 Cable-150'
- 12 RF Connector
- 3 Chatsworth Equipment Rack

Materials shall be itemized by the bidder as required to complete the project. The materials list shall include model or part numbers where available. All materials shall be compliant with industry standard radio system practices as well as applicable California building codes.

5.3.2 Performance

Materials shall be installed per manufacturer's recommendations.

5.3.3 Approved Equals

Request for approved equals shall be supported by complete technical documentation which shall include descriptive literature, pictures of the proposed equal, and instructions for operations.

5.4 Submittals

Bidder shall:

- Submit manufacturer's statement of certification that materials meet or exceed these specifications.
- Submit brochures and samples of proposed material.

5.5 Delivery and Storage

Delivery and storage of all equipment and materials shall be the responsibility of the contractor.

5.6 Warranty

Contractor shall warrant all work and materials for a period of one (1) year unless otherwise specified.

5.7 Products

See Materials above.

5.8 Contractor

The Contractor shall be a licensed Contractor in the State of California (B or C-7). They shall have a minimum of five (5) years practical experience and successful history in the field of directional boring and fiber optic cable placing, splicing, and terminating. Upon request, they shall substantiate this requirement by furnishing a written list of references.

5.9 Prevailing Wage

- a. Pursuant to the provisions section 1770 *et seq.* of the Labor Code, the Contractor and any subcontractors shall pay each laborer or mechanic engaged in work on the project not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations, regardless of any contractual relationship which may

be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. The statement of prevailing wages appearing in the General Prevailing Wage Rates, as established by the California Department of Industrial Relations, is hereby specifically referred to and by this reference is made a part of this IFB. Copies of the Prevailing Wage Scale are available at the following website: http://www.dir.ca.gov/DLSR/statistics_research.html#PWD. Those copies shall be made available to any interested party upon request. Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code section 1775.

- b. Any laborer or mechanic employed to perform work on the project which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by such laborer or mechanic.
- c. The foregoing specified prevailing wage rates are minimum rates only, and the Contractor or any subcontractor may pay any wage rate in excess of the applicable rate.
- d. An error on the part of the County does not relieve the Contractor or any subcontractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code sections 1770 through 1775.

5.10 License

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Register, Contractors' State License Board, 9821 Business Park Drive, Post Office Box 26000, Sacramento, California 95826. At all times during the performance of this contract, the Contractor shall possess a current and valid General Engineering Contractor (A classification) license issued by the State of California and shall comply with all terms and conditions of such license.

Photos and Location Details

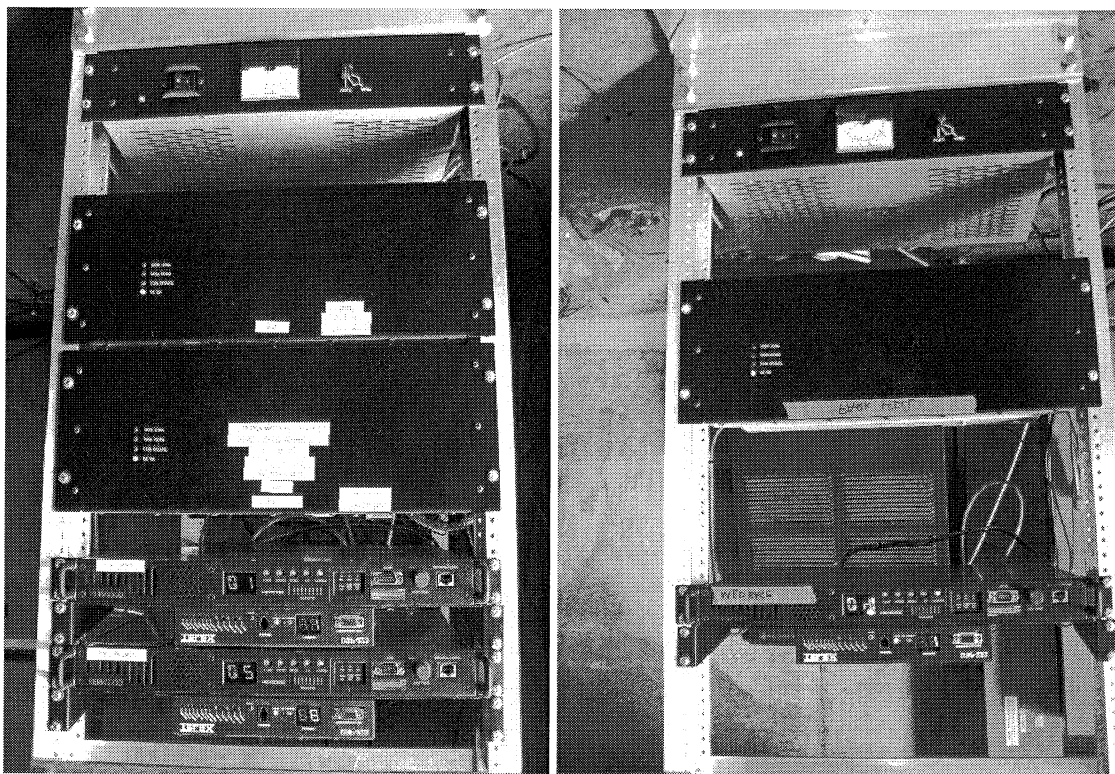


Figure 1 Equipment to be moved to new closet

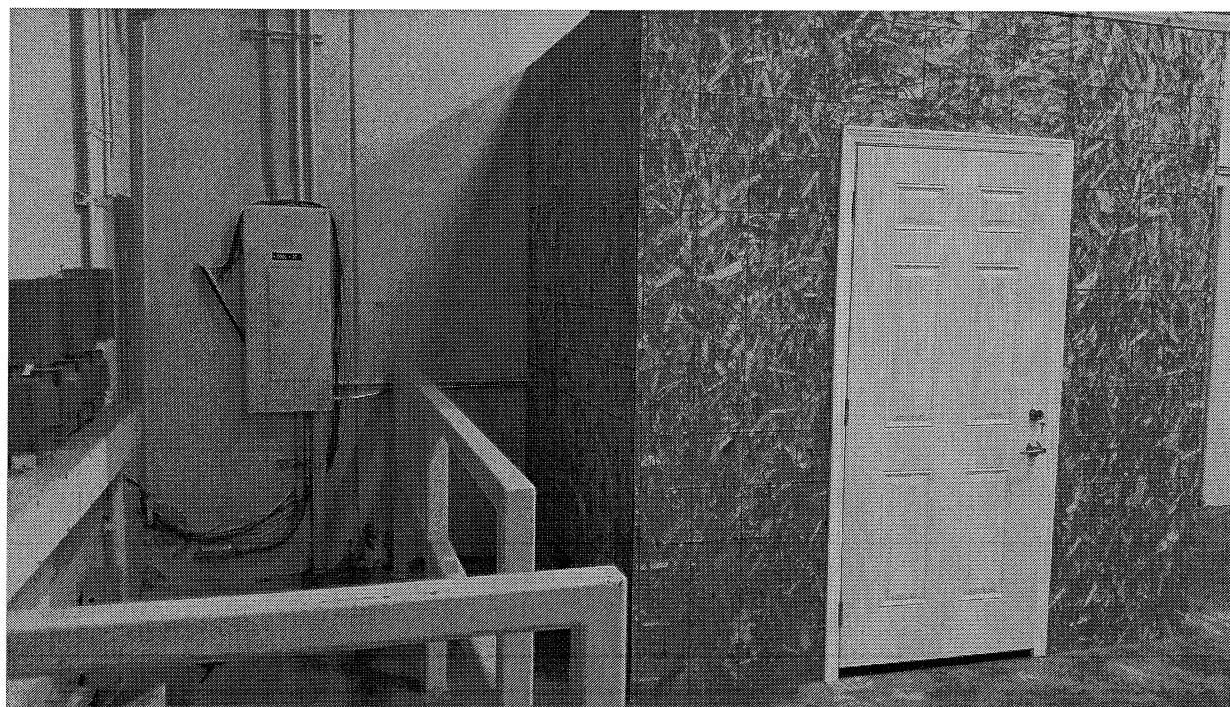
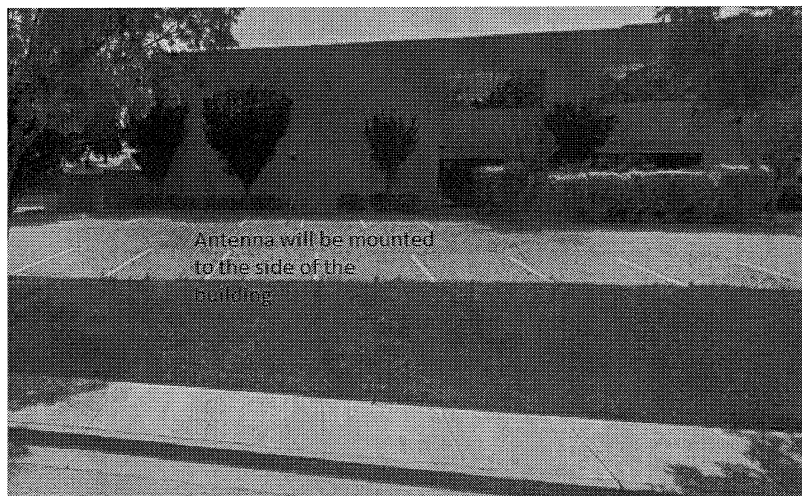
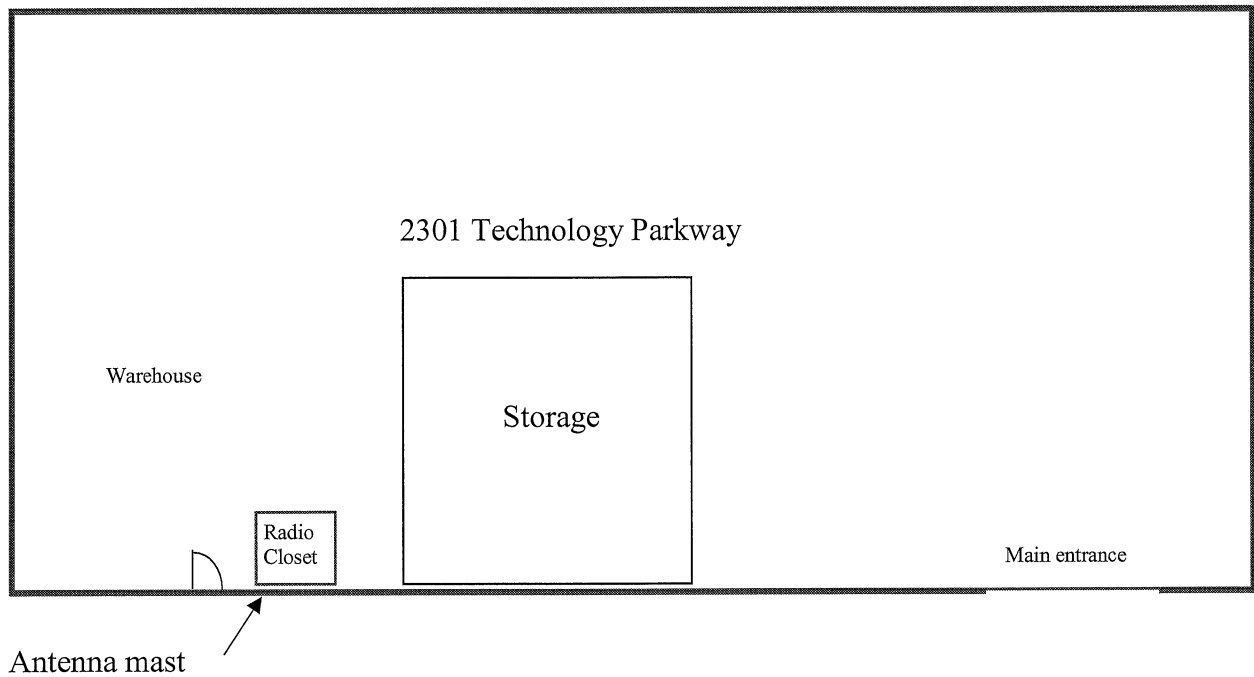


Figure 2 Purpose built radio closet



**ATTACHMENT A
SIGNATURE SHEET**

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

Name of Individual/Company: _____

Business Address: _____

Telephone No.: _____ Fax No.: _____

Contractor Tax ID#: [][] - [][][][][][][][][] *

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

Contractor Does Business As: ☐ Individual ☐ Partnership ☐ Corporation
 ☐ Government ☐ Fiduciary ☐ Other

Contractor 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.

Signature of Authorized Official: _____

Name/Title of Authorized Official: _____

E-Mail: _____

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH BID

ATTACHMENT B BID COST SHEET

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals which are subject to this IFB at the prices stated, and in conformance with all plans, specifications, requirements, conditions and instructions of County of San Benito Invitation for Bid, IFB No. PWB-1705.

I/We agree that the prices stated herein will be firm for ninety (90) calendar days from the Bid Submittal Deadline.

Item	Qty (Unit)	Description (Model, Manufacturer, Material, etc..)	Unit Price	Tax 8.5%	Total
Materials	1 (L.S.)				
Labor	1 (L.S.)				
FCC License Fee	1 (L.S.)				
GRAND TOTAL				\$	

Total price in words: _____

Acknowledge receipt of addenda: # _____ Date: _____

_____ Date: _____

A. Brand and Model offered, delivered F.O.B. Destination: _____

B. Any exception to, or deviation from, specifications, conditions, or requirements as noted in this invitation:

Check One: ☐ None ☐ Detailed Statement Attached

C. Warranty offered: Full explanation of standard parts and labor warranty, and duration (copy of warranty form must be attached).

D. Statement and full explanation of any optional extended warranties or maintenance agreements available, with costs:

E. Name and address of nearest authorized services to San Benito County: _____

F. Guaranteed maximum response time to non-scheduled service calls will be _____ hours.

- G. Delivery: All equipment will be delivered and fully operational within _____calendar days after notice of award.
- H. Cash discount offered for prompt payment: _____%, 30 days
- I. The item offered is composed of _____% recycled materials. Of this total, _____% is post-consumer waste.
- J. Complied with all specifications, requirements, terms and conditions of this Proposal?
☐ Yes ☐ No
- K. Is a Solid Waste Diversion Plan needed for these services?
☐ Yes ☐ No ☐ Not Applicable

A "no" answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the IFB paragraph and section number followed by an explanation

Executed in _____, California, on _____, 2012

Signature _____ Title _____

Print Name _____

Name of Company _____

Address _____ City _____ Zip _____

Telephone _____ Date _____

Email Address _____

I declare under penalty of perjury that I have not been a party with any other bidder to offer a fixed cost in conjunction with this Invitation for Bid.

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH BID

**ATTACHMENT C
REFERENCE LIST**

1) NAME: _____

ADDRESS: _____
P.O. Box/Street City State Zip

CONTACT PERSON/TITLE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

DOLLAR AMOUNT OF CONTRACT: _____

DATE AND SERVICES PROVIDED: _____

2) NAME: _____

ADDRESS: _____
P.O. Box/Street City State Zip

CONTACT PERSON/TITLE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

DOLLAR AMOUNT OF CONTRACT: _____

DATE AND SERVICES PROVIDED: _____

3) NAME: _____

ADDRESS: _____
P.O. Box/Street City State Zip

CONTACT PERSON/TITLE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

DOLLAR AMOUNT OF CONTRACT: _____

DATE AND SERVICES PROVIDED: _____

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH BID

**ATTACHMENT D
SUBCONTRACTOR LIST**

SUBCONTRACTOR NO. 1 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ **TITLE:** _____

E-MAIL: _____ **TELEPHONE NUMBER:** _____

AMT. OF CONTRACT: _____ **DATE AND TYPE OF SERVICE** _____

SUBCONTRACTOR NO. 2 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ **TITLE:** _____

E-MAIL: _____ **TELEPHONE NUMBER:** _____

AMT. OF CONTRACT: _____ **DATE AND TYPE OF SERVICE** _____

SUBCONTRACTOR NO. 3 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ **TITLE:** _____

E-MAIL: _____ **TELEPHONE NUMBER:** _____

AMT. OF CONTRACT: _____ **DATE AND TYPE OF SERVICE** _____

SUBCONTRACTOR NO. 4 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ **TITLE:** _____

E-MAIL: _____ **TELEPHONE NUMBER:** _____

AMT. OF CONTRACT: _____ **DATE AND TYPE OF SERVICE** _____

SUBCONTRACTOR NO. 5 - COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____ **TITLE:** _____

E-MAIL: _____ **TELEPHONE NUMBER:** _____

AMT. OF CONTRACT: _____ **DATE AND TYPE OF SERVICE** _____

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH BID

**ATTACHMENT E
NON-COLLUSION DECLARATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID:

I, _____, am the
Name
_____ of _____,
Position/Title Company Name

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

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

Date Signature

THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH BID



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 21.

MEETING DATE: 3/14/2017

DEPARTMENT: BOARD OF SUPERVISORS

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER: Chase Graves

SBC DEPT FILE NUMBER: 156

SUBJECT:

BOARD OF SUPERVISORS

The San Benito County Board of Supervisors will issue a letter in support of California Senate Bill 1.

SBC FILE NUMBER: 156

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

Senate Bill 1 (SB 1) would create the Road Maintenance and Rehabilitation Program to address deferred maintenance on the state highway system and the local street and road system. The bill would provide for the deposit of fund in the Road Maintenance and Rehabilitation Account, which the bill would create in the State Transportation Fund. Money would be raised through an additional tax on gasoline and additional fees on vehicle registrations.

SB 1 would annually set aside \$200,000,000 of the funds available for the program to fund road maintenance and rehabilitation in counties that have sought and received voter approval of taxes or that have imposed fees, including uniform developer fees, as defined, which taxes or fees are

dedicated solely to transportation improvements. After allocating the funds to various other state transportation projects/programs, SB 1 would require the remaining funds available for the program to be allocated 50% for maintenance of state highways and 50% to cities and counties pursuant to a specified formula subject to various restrictions/requirements for agencies receiving these funds.

This bill could result in a substantial amount of state funding being allocated to San Benito County for the purpose of repairing County roads. The costs of repairing the roads in the county is a serious issue that this funding could help to alleviate.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

n/a

CURRENT FY COST:

n/a

STAFF RECOMMENDATION:

Submit letter in support of California Senate Bill 1.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
SB 1 Legislative Counsel's Digest	3/8/2017	Cover Memo
Letter in support of SB 1	3/9/2017	Cover Memo

AMENDED IN SENATE JANUARY 26, 2017

SENATE BILL

No. 1

Introduced by Senator Beall

**(Coauthors: Senators Dodd, Hertzberg, Hill, McGuire, Mendoza,
Monning, Wieckowski, and Wiener)**

December 5, 2016

An act to amend Sections 13975, 14500, 14526.5, and 16965 of, to add Sections 14033, 14110, 14526.7, and 16321 to, to add Part 5.1 (commencing with Section 14460) to Division 3 of Title 2 of, and to repeal Section 14534.1 of, the Government Code, to amend Section 39719 of the Health and Safety Code, to amend Section 21080.37 of, and to add *and repeal* Division 13.6 (commencing with Section 21200) ~~to, of,~~ the Public Resources Code, to amend Section 99312.1 of the Public Utilities Code, to amend Sections 6051.8, 6201.8, 7360, 8352.4, 8352.5, 8352.6, and 60050 of the Revenue and Taxation Code, to amend Sections 183.1, 2192, and 2192.2 of, to add Sections 820.1, 2103.1, and 2192.4 to, and to add Chapter 2 (commencing with Section 2030) to Division 3 of, the Streets and Highways Code, and to add Sections 9250.3, 9250.6, and 9400.5 to the Vehicle Code, relating to transportation, making an appropriation therefor, and declaring the urgency thereof, to take effect immediately.

LEGISLATIVE COUNSEL'S DIGEST

SB 1, as amended, Beall. Transportation funding.

(1) Existing law provides various sources of funding for transportation purposes, including funding for the state highway system and the local street and road system. These funding sources include, among others, fuel excise taxes, commercial vehicle weight fees, local transactions and use taxes, and federal funds. Existing law imposes certain

registration fees on vehicles, with revenues from these fees deposited in the Motor Vehicle Account and used to fund the Department of Motor Vehicles and the Department of the California Highway Patrol. Existing law provides for the monthly transfer of excess balances in the Motor Vehicle Account to the State Highway Account.

This bill would create the Road Maintenance and Rehabilitation Program to address deferred maintenance on the state highway system and the local street and road system. The bill would require the California Transportation Commission to adopt performance criteria, consistent with a specified asset management plan, to ensure efficient use of certain funds available for the program. The bill would provide for the deposit of various funds for the program in the Road Maintenance and Rehabilitation Account, which the bill would create in the State Transportation Fund, including revenues attributable to a \$0.12 per gallon increase, phased in over 3 years, in the motor vehicle fuel (gasoline) tax imposed by the bill with an inflation adjustment, as provided, an increase of \$38 in the annual vehicle registration fee with an inflation adjustment, as provided, a new \$100 annual vehicle registration fee with an inflation adjustment, as provided, applicable to zero-emission motor vehicles, as defined, and certain miscellaneous revenues described in (7) below that are not restricted as to expenditure by Article XIX of the California Constitution.

This bill would annually set aside \$200,000,000 of the funds available for the program to fund road maintenance and rehabilitation purposes in counties that have sought and received voter approval of taxes or that have imposed fees, including uniform developer fees, as defined, which taxes or fees are dedicated solely to transportation improvements. These funds would be continuously appropriated for allocation pursuant to guidelines to be developed by the California Transportation Commission in consultation with local agencies. The bill would require \$80,000,000 of the funds available for the program to be annually transferred to the State Highway Account for expenditure on the Active Transportation Program. The bill would require \$30,000,000 of the funds available for the program in each of 4 fiscal years beginning in 2017–18 to be transferred to the Advance Mitigation Fund created by the bill pursuant to (12) below. The bill would continuously appropriate \$2,000,000 annually of the funds available for the program to the California State University for the purpose of conducting transportation research and transportation-related workforce education, training, and development. The bill would require the remaining funds available for

the program to be allocated 50% for maintenance of the state highway system or to the state highway operation and protection program and 50% to cities and counties pursuant to a specified formula. The bill would impose various requirements on the department and agencies receiving these funds. The bill would authorize a city or county to spend its apportionment of funds under the program on transportation priorities other than those allowable pursuant to the program if the city's or county's average Pavement Condition Index meets or exceeds 80.

The bill would also require the department to annually identify savings achieved through efficiencies implemented at the department and to propose, from the identified savings, an appropriation to be included in the annual Budget Act of up to \$70,000,000 from the State Highway Account for expenditure on the Active Transportation Program.

(2) Existing law establishes in state government the Transportation Agency, which includes various departments and state entities, including the California Transportation Commission. Existing law vests the California Transportation Commission with specified powers, duties, and functions relative to transportation matters. Existing law requires the commission to retain independent authority to perform the duties and functions prescribed to it under any provision of law.

This bill would exclude the California Transportation Commission from the Transportation Agency, establish it as an entity in state government, and require it to act in an independent oversight role. The bill would also make conforming changes.

(3) Existing law creates various state agencies, including the Department of Transportation, the High-Speed Rail Authority, the Department of the California Highway Patrol, the Department of Motor Vehicles, and the State Air Resources Board, with specified powers and duties. Existing law provides for the allocation of state transportation funds to various transportation purposes.

This bill would create the Office of the Transportation Inspector General in state government, as an independent office that would not be a subdivision of any other government entity, to ensure that all of the above-referenced state agencies and all other state agencies expending state transportation funds are operating efficiently, effectively, and in compliance with federal and state laws. The bill would provide for the Governor to appoint the Transportation Inspector General for a 6-year term, subject to confirmation by the Senate, and would provide that the Transportation Inspector General may not be removed from office during the term except for good cause. The bill

would specify the duties and responsibilities of the Transportation Inspector General and would require an annual report to the Legislature and Governor.

This bill would require the department to update the Highway Design Manual to incorporate the “complete streets” design concept by January 1, 2018. The bill would require the department to develop a plan by January 1, 2020, to increase by 100% the dollar value of contracts awarded to small businesses, disadvantaged business enterprises, and disabled veteran business enterprises.

(4) Existing law provides for loans of revenues from various transportation funds and accounts to the General Fund, with various repayment dates specified.

This bill would require the Department of Finance, on or before March 1, 2017, to compute the amount of outstanding loans made from specified transportation funds. The bill would require the Department of Transportation to prepare a loan repayment schedule and would require the outstanding loans to be repaid pursuant to that schedule, as prescribed. The bill would appropriate funds for that purpose from the Budget Stabilization Account. The bill would require the repaid funds to be transferred, pursuant to a specified formula, to cities and counties and to the department for maintenance of the state highway system and for purposes of the state highway operation and protection program.

(5) The Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Proposition 1B) created the Trade Corridors Improvement Fund and provided for allocation by the California Transportation Commission of \$2 billion in bond funds for infrastructure improvements on highway and rail corridors that have a high volume of freight movement and for specified categories of projects eligible to receive these funds. Existing law continues the Trade Corridors Improvement Fund in existence in order to receive revenues from sources other than the bond act for these purposes.

This bill would deposit the revenues attributable to a \$0.20 per gallon increase in the diesel fuel excise tax imposed by the bill into the Trade Corridors Improvement Fund. The bill would require revenues apportioned to the state from the national highway freight program established by the federal Fixing America’s Surface Transportation Act to be allocated for trade corridor improvement projects approved pursuant to these provisions.

Existing law requires the commission, in determining projects eligible for funding, to consult various state freight and regional infrastructure and goods movement plans and the statewide port master plan.

This bill would revise the list of plans to be consulted by the commission in prioritizing projects for funding. The bill would also expand eligible projects to include, among others, rail landside access improvements, landside freight access improvements to airports, and certain capital and operational improvements. The bill would identify specific amounts to be allocated from available federal funds to certain categories of projects.

(6) Existing law requires all moneys, except for fines and penalties, collected by the State Air Resources Board from the auction or sale of allowances as part of a market-based compliance mechanism relative to reduction of greenhouse gas emissions to be deposited in the Greenhouse Gas Reduction Fund. Existing law continuously appropriates 10% of the annual proceeds of the fund to the Transit and Intercity Rail Capital Program and 5% of the annual proceeds of the fund to the Low Carbon Transit Operations Program.

This bill would, beginning in the ~~2017-18~~ 2017–18 fiscal year, instead continuously appropriate 20% of those annual proceeds to the Transit and Intercity Rail Capital Program and 10% of those annual proceeds to the Low Carbon Transit Operations Program, thereby making an appropriation.

(7) Article XIX of the California Constitution restricts the expenditure of revenues from taxes imposed by the state on fuels used in motor vehicles upon public streets and highways to street and highway and certain mass transit purposes. Existing law requires certain miscellaneous revenues deposited in the State Highway Account that are not restricted as to expenditure by Article XIX of the California Constitution to be transferred to the Transportation Debt Service Fund in the State Transportation Fund, as specified, and requires the Controller to transfer from the fund to the General Fund an amount of those revenues necessary to offset the current year debt service made from the General Fund on general obligation transportation bonds issued pursuant to Proposition 116 of 1990.

This bill would delete the transfer of these miscellaneous revenues to the Transportation Debt Service Fund, thereby eliminating the offsetting transfer to the General Fund for debt service on general obligation transportation bonds issued pursuant to Proposition 116 of 1990. The bill, subject to a specified exception, would instead require

the miscellaneous revenues to be retained in the State Highway Account and to be deposited in the Road Maintenance and Rehabilitation Account.

(8) Article XIX of the California Constitution requires gasoline excise tax revenues from motor vehicles traveling upon public streets and highways to be deposited in the Highway Users Tax Account, for allocation to city, county, and state transportation purposes. Existing law generally provides for statutory allocation of gasoline excise tax revenues attributable to other modes of transportation, including aviation, boats, agricultural vehicles, and off-highway vehicles, to particular accounts and funds for expenditure on purposes associated with those other modes, except that a specified portion of these gasoline excise tax revenues is deposited in the General Fund. Expenditure of the gasoline excise tax revenues attributable to those other modes is not restricted by Article XIX of the California Constitution.

This bill, commencing July 1, 2017, would instead transfer to the Highway Users Tax Account for allocation to state and local transportation purposes under a specified formula the portion of gasoline excise tax revenues currently being deposited in the General Fund that are attributable to boats, agricultural vehicles, and off-highway vehicles. Because that account is continuously appropriated, the bill would make an appropriation. The bill, commencing July 1, 2017, would transfer, to the Road Maintenance and Rehabilitation Account, the portion of gasoline excise tax revenues attributable to these uses that would be derived from increases in the gasoline excise tax rate described in (1) above.

(9) Existing law, as of July 1, 2011, increases the sales and use tax on diesel and decreases the excise tax, as provided. Existing law requires the State Board of Equalization to annually modify both the gasoline and diesel excise tax rates on a going-forward basis so that the various changes in the taxes imposed on gasoline and diesel are revenue neutral.

This bill would eliminate the annual rate adjustment to maintain revenue neutrality for the gasoline and diesel excise tax rates and would reimpose the higher gasoline excise tax rate that was in effect on July 1, 2010, in addition to the increase in the rate described in (1) above.

Existing law, beyond the sales and use tax rate generally applicable, imposes an additional sales and use tax on diesel fuel at the rate of 1.75%, subject to certain exemptions, and provides for the net revenues collected from the additional tax to be transferred to the Public Transportation Account. Existing law continuously appropriates these

and other revenues in the account to the Controller for allocation by formula to transportation agencies for public transit purposes under the State Transit Assistance Program. Existing law provides for appropriation of other revenues in the account to the Department of Transportation for various other transportation purposes, including intercity rail purposes.

This bill would increase the additional sales and use tax rate on diesel fuel by an additional 4%. The bill would restrict expenditures of revenues attributable to the 3.5% rate increase to transit capital purposes and certain transit services and would require a recipient transit agency to comply with certain requirements, including submitting a list of proposed projects to the Department of Transportation, as a condition of receiving a portion of these funds under the State Transit Assistance Program. The bill would require an existing required audit of transit operator finances to verify that these new revenues have been expended in conformance with these specific restrictions and all other generally applicable requirements. By increasing the amount of revenues in the Public Transportation Account that are continuously appropriated, the bill would thereby make an appropriation. The bill would require the revenues attributable to the remaining 0.5% rate increase to be allocated, upon appropriation, to the department for intercity rail and commuter rail purposes.

This bill would, beginning July 1, 2020, and every 3rd year thereafter, require the State Board of Equalization to recompute the gasoline and diesel excise tax rates and the additional sales and use tax rate on diesel fuel based upon the percentage change in the California Consumer Price Index transmitted to the board by the Department of Finance, as prescribed.

(10) Existing law requires the Department of Transportation to prepare a state highway operation and protection program every other year for the expenditure of transportation capital improvement funds for projects that are necessary to preserve and protect the state highway system, excluding projects that add new traffic lanes. The program is required to be based on an asset management plan, as specified. Existing law requires the department to specify, for each project in the program the capital and support budget and projected delivery date for various components of the project. Existing law provides for the California Transportation Commission to review and adopt the program, and authorizes the commission to decline and adopt the program if it

determines that the program is not sufficiently consistent with the asset management plan.

This bill would require the commission, as part of its review of the program, to hold at least one hearing in northern California and one hearing in southern California regarding the proposed program. The bill would require the department to submit any change to a programmed project as an amendment to the commission for its approval.

This bill, on and after August 1, 2017, would also require the commission to make an allocation of all capital and support costs for each project in the program, and would require the department to submit a supplemental project allocation request to the commission for each project that experiences cost increases above the amounts in its allocation. The bill would require the commission to establish guidelines to provide exceptions to the requirement for a supplemental project allocation requirement that the commission determines are necessary to ensure that projects are not unnecessarily delayed.

(11) Existing law imposes weight fees on the registration of commercial motor vehicles and provides for the deposit of net weight fee revenues into the State Highway Account. Existing law provides for the transfer of certain weight fee revenues from the State Highway Account to the Transportation Debt Service Fund to reimburse the General Fund for payment of debt service on general obligation bonds issued for transportation purposes. Existing law also provides for the transfer of certain weight fee revenues to the Transportation Bond Direct Payment Account for direct payment of debt service on designated bonds, which are defined to be certain transportation general obligation bonds issued pursuant to Proposition 1B of 2006. Existing law also provides for loans of weight fee revenues to the General Fund to the extent the revenues are not needed for bond debt service purposes, with the loans to be repaid when the revenues are later needed for those purposes, as specified.

This bill, notwithstanding these provisions or any other law, would only authorize specified percentages of weight fee revenues to be transferred from the State Highway Account to the Transportation Debt Service Fund, the Transportation Bond Direct Payment Account, or any other fund or account for the purpose of payment of the debt service on transportation general obligation bonds in accordance with a prescribed schedule, with no more than 50% of weight fee revenues to be used for debt service purposes beginning with the 2021–22 fiscal year. The bill would require the California Transportation Commission,

by January 1, 2018, to recommend a course of action to the Legislature and Governor that would retain the remaining 50% share of weight fee revenues in the State Highway Account or provide for the transfer of those revenues to the Road Maintenance and Rehabilitation Account. The bill would also prohibit loans of weight fee revenues to the General Fund.

(12) The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment.

CEQA, until January 1, 2020, exempts a project or an activity to repair, maintain, or make minor alterations to an existing roadway, as defined, other than a state roadway, if the project or activity is carried out by a city or county with a population of less than 100,000 persons to improve public safety and meets other specified requirements.

~~This bill would extend the above-referenced exemption indefinitely to January 1, 2023, and delete the *population* limitation of the city or county for the exemption to projects or activities in cities and counties with a population of less than 100,000 persons. The bill would also expand the exemption to include state roadways.~~ *exemption.*

~~This bill would also establish~~ *establish, until January 1, 2023,* the Advance Mitigation Program in the Department of Transportation. The bill would authorize the department to undertake specified mitigation measures in advance of construction of planned transportation improvements. The bill would require the department to establish a steering committee to advise the department on advance mitigation measures and related matters. The bill would create the Advance Mitigation Fund as a continuously appropriated revolving fund, to be funded initially from the Road Maintenance and Rehabilitation Program pursuant to (1) above. The bill would provide for reimbursement of the revolving fund at the time a planned transportation improvement benefiting from advance mitigation is constructed. *The bill would require*

the department to submit to the Legislature annual reports and a final report on the operation of the program.

(13) Existing federal law requires the United States Secretary of Transportation to carry out a surface transportation project delivery program, under which the participating states assume certain responsibilities for environmental review and clearance of transportation projects that would otherwise be the responsibility of the federal government. Existing law, until January 1, 2017, when these provisions are repealed, provides that the State of California consents to the jurisdiction of the federal courts with regard to the compliance, discharge, or enforcement of the responsibilities the Department of Transportation assumed as a participant in this program.

This bill would reenact these provisions.

(14) This bill would provide that the fuel tax increases imposed by the bill would be effective on July 1, 2017. The bill would provide that the vehicle fee increases imposed by the bill would be effective on October 1, 2017.

(15) This bill would declare that it is to take effect immediately as an urgency statute.

Vote: $\frac{2}{3}$. Appropriation: yes. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

- 1 SECTION 1. The Legislature finds and declares all of the
- 2 following:
- 3 (a) Over the next 10 years, the state faces a \$59 billion shortfall
- 4 to adequately maintain the existing state highway system in order
- 5 to keep it in a basic state of good repair.
- 6 (b) Similarly, cities and counties face a \$78 billion shortfall
- 7 over the next decade to adequately maintain the existing network
- 8 of local streets and roads.
- 9 (c) Statewide taxes and fees dedicated to the maintenance of
- 10 the system have not been increased in more than 20 years, with
- 11 those revenues losing more than 55 percent of their purchasing
- 12 power, while costs to maintain the system have steadily increased
- 13 and much of the underlying infrastructure has aged past its expected
- 14 useful life.

1 (d) California motorists are spending \$17 billion annually in
2 extra maintenance and car repair bills, which is more than \$700
3 per driver, due to the state's poorly maintained roads.

4 (e) Failing to act now to address this growing problem means
5 that more drastic measures will be required to maintain our system
6 in the future, essentially passing the burden on to future generations
7 instead of doing our job today.

8 (f) A funding program will help address a portion of the
9 maintenance backlog on the state's road system and will stop the
10 growth of the problem.

11 (g) Modestly increasing various fees can spread the cost of road
12 repairs broadly to all users and beneficiaries of the road network
13 without overburdening any one group.

14 (h) Improving the condition of the state's road system will have
15 a positive impact on the economy as it lowers the transportation
16 costs of doing business, reduces congestion impacts for employees,
17 and protects property values in the state.

18 (i) The federal government estimates that increased spending
19 on infrastructure creates more than 13,000 jobs per \$1 billion spent.

20 (j) Well-maintained roads benefit all users, not just drivers, as
21 roads are used for all modes of transport, whether motor vehicles,
22 transit, bicycles, or pedestrians.

23 (k) Well-maintained roads additionally provide significant health
24 benefits and prevent injuries and death due to crashes caused by
25 poorly maintained infrastructure.

26 (l) A comprehensive, reasonable transportation funding package
27 will do all of the following:

- 28 (1) Ensure these transportation needs are addressed.
29 (2) Fairly distribute the economic impact of increased funding.
30 (3) Restore the gas tax rate previously reduced by the State
31 Board of Equalization pursuant to the gas tax swap.
32 (4) Direct increased revenue to the state's highest transportation
33 needs.

34 SEC. 2. Section 13975 of the Government Code is amended
35 to read:

36 13975. There is in the state government the Transportation
37 Agency. The agency consists of the Department of the California
38 Highway Patrol, the Department of Motor Vehicles, the Department
39 of Transportation, the High-Speed Rail Authority, and the Board

1 of Pilot Commissioners for the Bays of San Francisco, San Pablo,
2 and Suisun.

3 SEC. 3. Section 14033 is added to the Government Code, to
4 read:

5 14033. On or before January 1, 2018, the department shall
6 update the Highway Design Manual to incorporate the “complete
7 streets” design concept.

8 SEC. 4. Section 14110 is added to the Government Code, to
9 read:

10 14110. The department shall develop a plan by January 1, 2020,
11 to increase by 100 percent the dollar value of contracts awarded
12 to small businesses, disadvantaged business enterprises, and
13 disabled veteran business enterprises.

14 SEC. 5. Part 5.1 (commencing with Section 14460) is added
15 to Division 3 of Title 2 of the Government Code, to read:

16
17 PART 5.1. OFFICE OF THE TRANSPORTATION INSPECTOR
18 GENERAL
19

20 14460. (a) There is hereby created in state government the
21 independent Office of the Transportation Inspector General, which
22 shall not be a subdivision of any other governmental entity, to
23 ensure that the Department of Transportation, the High-Speed Rail
24 Authority, the Department of the California Highway Patrol, the
25 Department of Motor Vehicles, the State Air Resources Board,
26 and all other state agencies expending state transportation funds
27 are operating efficiently, effectively, and in compliance with
28 applicable federal and state laws.

29 (b) The Governor shall appoint, subject to confirmation by the
30 Senate, the Transportation Inspector General to a six-year term.
31 The Transportation Inspector General may not be removed from
32 office during that term, except for good cause. A finding of good
33 cause may include substantial neglect of duty, gross misconduct,
34 or conviction of a crime. The reasons for removal of the
35 Transportation Inspector General shall be stated in writing and
36 shall include the basis for removal. The writing shall be sent to
37 the Secretary of the Senate and the Chief Clerk of the Assembly
38 at the time of the removal and shall be deemed to be a public
39 document.

1 14461. The Transportation Inspector General shall review
2 policies, practices, and procedures and conduct audits and
3 investigations of activities involving state transportation funds in
4 consultation with all affected state agencies. Specifically, the
5 Transportation Inspector General's duties and responsibilities shall
6 include, but not be limited to, all of the following:

7 (a) To examine the operating practices of all state agencies
8 expending state transportation funds to identify fraud and waste,
9 opportunities for efficiencies, and opportunities to improve the
10 data used to determine appropriate project resource allocations.

11 (b) To identify best practices in the delivery of transportation
12 projects and develop policies or recommend proposed legislation
13 enabling state agencies to adopt these practices when practicable.

14 (c) To provide objective analysis of and, when possible, offer
15 solutions to concerns raised by the public or generated within
16 agencies involving the state's transportation infrastructure and
17 project delivery methods.

18 (d) To conduct, supervise, and coordinate audits and
19 investigations relating to the programs and operations of all state
20 transportation agencies with state-funded transportation projects.

21 (e) To recommend policies promoting economy and efficiency
22 in the administration of programs and operations of all state
23 agencies with state-funded transportation projects.

24 (f) To ensure that the Secretary of Transportation and the
25 Legislature are fully and currently informed concerning fraud or
26 other serious abuses or deficiencies relating to the expenditure of
27 funds or administration of programs and operations.

28 14462. The Transportation Inspector General shall report at
29 least annually to the Governor and Legislature with a summary of
30 his or her findings, investigations, and audits. The summary shall
31 be posted on the Transportation Inspector General's Internet Web
32 site and shall otherwise be made available to the public upon its
33 release to the Governor and Legislature. The summary shall
34 include, but need not be limited to, significant problems discovered
35 by the Transportation Inspector General and whether
36 recommendations of the Transportation Inspector General relative
37 to investigations and audits have been implemented by the affected
38 agencies. The report shall be submitted to the Legislature in
39 compliance with Section 9795.

1 SEC. 6. Section 14500 of the Government Code is amended
2 to read:

3 14500. There is in state government a California Transportation
4 Commission. The commission shall act in an independent oversight
5 role.

6 SEC. 7. Section 14526.5 of the Government Code is amended
7 to read:

8 14526.5. (a) Based on the asset management plan prepared
9 and approved pursuant to Section 14526.4, the department shall
10 prepare a state highway operation and protection program for the
11 expenditure of transportation funds for major capital improvements
12 that are necessary to preserve and protect the state highway system.
13 Projects included in the program shall be limited to improvements
14 relative to the maintenance, safety, operation, and rehabilitation
15 of state highways and bridges that do not add a new traffic lane to
16 the system.

17 (b) The program shall include projects that are expected to be
18 advertised prior to July 1 of the year following submission of the
19 program, but which have not yet been funded. The program shall
20 include those projects for which construction is to begin within
21 four fiscal years, starting July 1 of the year following the year the
22 program is submitted.

23 (c) (1) The department, at a minimum, shall specify, for each
24 project in the state highway operation and protection program, the
25 capital and support budget for each of the following project
26 components:

27 (A) Project approval and environmental documents.

28 (B) Plans, specifications, and estimates.

29 (C) Rights-of-way.

30 (D) Construction.

31 (2) The department shall specify, for each project in the state
32 highway operation and protection program, a projected delivery
33 date for each of the following components:

34 (A) Environmental document completion.

35 (B) Plans, specifications, and estimate completion.

36 (C) Right-of-way certification.

37 (D) Start of construction.

38 (d) The department shall submit its proposed program to the
39 commission not later than January 31 of each even-numbered year.
40 Prior to submitting its proposed program, the department shall

1 make a draft of its proposed program available to transportation
2 planning agencies for review and comment and shall include the
3 comments in its submittal to the commission. The department shall
4 provide the commission with detailed information for all
5 programmed projects, including, but not limited to, cost, scope,
6 schedule, and performance metrics as determined by the
7 commission.

8 (e) The commission shall review the proposed program relative
9 to its overall adequacy, consistency with the asset management
10 plan prepared and approved pursuant to Section 14526.4 and
11 funding priorities established in Section 167 of the Streets and
12 Highways Code, the level of annual funding needed to implement
13 the program, and the impact of those expenditures on the state
14 transportation improvement program. The commission shall adopt
15 the program and submit it to the Legislature and the Governor not
16 later than April 1 of each even-numbered year. The commission
17 may decline to adopt the program if the commission determines
18 that the program is not sufficiently consistent with the asset
19 management plan prepared and approved pursuant to Section
20 14526.4.

21 (f) As part of the commission's review of the program required
22 pursuant to subdivision (a), the commission shall hold at least one
23 hearing in northern California and one hearing in southern
24 California regarding the proposed program.

25 (g) Expenditures for these projects shall not be subject to
26 Sections 188 and 188.8 of the Streets and Highways Code.

27 (h) Following adoption of the state highway operation and
28 protection program by the commission, any change to a
29 programmed project shall be submitted as an amendment by the
30 department to the commission for its approval before the change
31 may be implemented.

32 SEC. 8. Section 14526.7 is added to the Government Code, to
33 read:

34 14526.7. (a) On and after August 1, 2017, an allocation by the
35 commission of all capital and support costs for each project in the
36 state highway operation and protection program shall be required.

37 (b) For a project that experiences increases in capital or support
38 costs above the amounts in the commission's allocation pursuant
39 to subdivision (a), a supplemental project allocation request shall
40 be submitted by the department to the commission for approval.

1 (c) The commission shall establish guidelines to provide
2 exceptions to the requirement of subdivision (b) that the
3 commission determines are necessary to ensure that projects are
4 not unnecessarily delayed.

5 SEC. 9. Section 14534.1 of the Government Code is repealed.

6 SEC. 10. Section 16321 is added to the Government Code, to
7 read:

8 16321. (a) Notwithstanding any other law, on or before March
9 1, 2017, the Department of Finance shall compute the amount of
10 outstanding loans made from the State Highway Account, the
11 Motor Vehicle Fuel Account, the Highway Users Tax Account,
12 and the Motor Vehicle Account to the General Fund. The
13 department shall prepare a loan repayment schedule, pursuant to
14 which the outstanding loans shall be repaid, as follows:

15 (1) On or before December 31, 2017, 50 percent of the
16 outstanding loan amounts.

17 (2) On or before December 31, 2018, the remainder of the
18 outstanding loan amounts.

19 (b) Notwithstanding any other law, as the loans are repaid
20 pursuant to this section, the repaid funds shall be transferred in the
21 following manner:

22 (1) Fifty percent to cities and counties pursuant to clauses (i)
23 and (ii) of subparagraph (C) of paragraph (3) of subdivision (a) of
24 Section 2103 of the Streets and Highways Code.

25 (2) Fifty percent to the department for maintenance of the state
26 highway system and for purposes of the state highway operation
27 and protection program.

28 (c) Funds for loan repayments pursuant to this section are hereby
29 appropriated from the Budget Stabilization Account pursuant to
30 subclause (II) of clause (ii) of subparagraph (B) of paragraph (1)
31 of subdivision (c) of Section 20 of Article XVI of the California
32 Constitution.

33 SEC. 11. Section 16965 of the Government Code is amended
34 to read:

35 16965. (a) (1) The Transportation Debt Service Fund is hereby
36 created in the State Treasury. Moneys in the fund shall be dedicated
37 to all of the following purposes:

38 (A) Payment of debt service with respect to designated bonds,
39 as defined in subdivision (c) of Section 16773, and as further
40 provided in paragraph (3) and subdivision (b).

1 (B) To reimburse the General Fund for debt service with respect
2 to bonds.

3 (C) To redeem or retire bonds, pursuant to Section 16774,
4 maturing in a subsequent fiscal year.

5 (2) The bonds eligible under subparagraph (B) or (C) of
6 paragraph (1) include bonds issued pursuant to the Passenger Rail
7 and Clean Air Bond Act of 1990 (Chapter 17 (commencing with
8 Section 2701) of Division 3 of the Streets and Highways Code),
9 the Seismic Retrofit Bond Act of 1996 (Chapter 12.48
10 (commencing with Section 8879) of Division 1 of Title 2), and the
11 Safe, Reliable High-Speed Passenger Train Bond Act for the 21st
12 Century (Chapter 20 (commencing with Section 2704) of Division
13 3 of the Streets and Highways Code), and nondesignated bonds
14 under Proposition 1B, as defined in subdivision (c) of Section
15 16773.

16 (3) (A) The Transportation Bond Direct Payment Account is
17 hereby created in the State Treasury, as a subaccount within the
18 Transportation Debt Service Fund, for the purpose of directly
19 paying the debt service, as defined in paragraph (4), of designated
20 bonds of Proposition 1B, as defined in subdivision (c) of Section
21 16773. Notwithstanding Section 13340, moneys in the
22 Transportation Bond Direct Payment Account are continuously
23 appropriated for payment of debt service with respect to designated
24 bonds as provided in subdivision (c) of Section 16773. So long as
25 any designated bonds remain outstanding, the moneys in the
26 Transportation Bond Direct Payment Account may not be used
27 for any other purpose, and may not be borrowed by or available
28 for transfer to the General Fund pursuant to Section 16310 or any
29 similar law, or to the General Cash Revolving Fund pursuant to
30 Section 16381 or any similar law.

31 (B) Once the Treasurer makes a certification that payment of
32 debt service with respect to all designated bonds has been paid or
33 provided for, any remaining moneys in the Transportation Bond
34 Direct Payment Account shall be transferred back to the
35 Transportation Debt Service Fund.

36 (C) The moneys in the Transportation Bond Direct Payment
37 Account shall be invested in the Surplus Money Investment Fund,
38 and all investment earnings shall accrue to the account.

39 (D) The Controller may establish subaccounts within the
40 Transportation Bond Direct Payment Account as may be required

1 by the resolution, indenture, or other documents governing any
2 designated bonds.

3 (4) For purposes of this subdivision and subdivision (b), and
4 subdivision (c) of Section 16773, “debt service” means payment
5 of all of the following costs and expenses with respect to any
6 designated bond:

7 (A) The principal of and interest on the bonds.

8 (B) Amounts payable as the result of tender on any bonds, as
9 described in clause (iv) of subparagraph (B) of paragraph (1) of
10 subdivision (d) of Section 16731.

11 (C) Amounts payable under any contractual obligation of the
12 state to repay advances and pay interest thereon under a credit
13 enhancement or liquidity agreement as described in clause (iv) of
14 subparagraph (B) of paragraph (1) of subdivision (d) of Section
15 16731.

16 (D) Any amount owed by the state to a counterparty after any
17 offset for payments owed to the state on any hedging contract as
18 described in subparagraph (A) of paragraph (2) of subdivision (d)
19 of Section 16731.

20 (b) From the moneys transferred to the fund pursuant to
21 paragraph (2) or (3) of subdivision (c) of Section 9400.4 of the
22 Vehicle Code, there shall first be deposited into the Transportation
23 Bond Direct Payment Account in each month sufficient funds to
24 equal the amount designated in a certificate submitted by the
25 Treasurer to the Controller and the Director of Finance at the start
26 of each fiscal year, and as may be modified by the Treasurer
27 thereafter upon issuance of any new issue of designated bonds or
28 upon change in circumstances that requires such a modification.
29 This certificate shall be calculated by the Treasurer to identify, for
30 each month, the amount necessary to fund all of the debt service
31 with respect to all designated bonds. This calculation shall be done
32 in a manner provided in the resolution, indenture, or other
33 documents governing the designated bonds. In the event that
34 transfers to the Transportation Bond Direct Payment Account in
35 any month are less than the amounts required in the Treasurer’s
36 certificate, the shortfall shall carry over to be part of the required
37 payment in the succeeding month or months.

38 (c) The state hereby covenants with the holders from time to
39 time of any designated bonds that it will not alter, amend, or restrict
40 the provisions of subdivision (c) of Section 16773 of the

1 Government Code, or Sections 9400, 9400.1, 9400.4, and 42205
2 of the Vehicle Code, which provide directly or indirectly for the
3 transfer of weight fees to the Transportation Debt Service Fund
4 or the Transportation Bond Direct Payment Account, or
5 subdivisions (a) and (b) of this section, or reduce the rate of
6 imposition of vehicle weight fees under Sections 9400 and 9400.1
7 of the Vehicle Code as they existed on the date of the first issuance
8 of any designated bonds, if that alteration, amendment, restriction,
9 or reduction would result in projected weight fees for the next
10 fiscal year determined by the Director of Finance being less than
11 two times the maximum annual debt service with respect to all
12 outstanding designated bonds, as such calculation is determined
13 pursuant to the resolution, indenture, or other documents governing
14 the designated bonds. The state may include this covenant in the
15 resolution, indenture, or other documents governing the designated
16 bonds.

17 (d) Once the required monthly deposit, including makeup of
18 any shortfalls from any prior month, has been made pursuant to
19 subdivision (b), from moneys transferred to the fund pursuant to
20 paragraph (2) or (3) of subdivision (c) of Section 9400.4 of the
21 Vehicle Code, or pursuant to Section 16965.1 or 63048.67, the
22 Controller shall transfer as an expenditure reduction to the General
23 Fund any amount necessary to offset the cost of current year debt
24 service payments made from the General Fund with respect to any
25 bonds issued pursuant to Proposition 192 (1996) and three-quarters
26 of the amount of current year debt service payments made from
27 the General Fund with respect to any nondesignated bonds, as
28 defined in subdivision (c) of Section 16773, issued pursuant to
29 Proposition 1B (2006). In the alternative, these funds may also be
30 used to redeem or retire the applicable bonds, pursuant to Section
31 16774, maturing in a subsequent fiscal year as directed by the
32 Director of Finance.

33 (e) Once the required monthly deposit, including makeup of
34 any shortfalls from any prior month, has been made pursuant to
35 subdivision (b), from moneys transferred to the fund pursuant to
36 paragraph (2) or (3) of subdivision (c) of Section 9400.4 of the
37 Vehicle Code, or pursuant to Section 16965.1 or 63048.67, the
38 Controller shall transfer as an expenditure reduction to the General
39 Fund any amount necessary to offset the eligible cost of current
40 year debt service payments made from the General Fund with

1 respect to any bonds issued pursuant to Proposition 108 (1990)
2 and Proposition 1A (2008), and one-quarter of the amount of
3 current year debt service payments made from the General Fund
4 with respect to any nondesignated bonds, as defined in subdivision
5 (c) of Section 16773, issued pursuant to Proposition 1B (2006).
6 The Department of Finance shall notify the Controller by July 30
7 of every year of the percentage of debt service that is expected to
8 be paid in that fiscal year with respect to bond-funded projects that
9 qualify as eligible guideway projects consistent with the
10 requirements applicable to the expenditure of revenues under
11 Article XIX of the California Constitution, and the Controller shall
12 make payments only for those eligible projects. In the alternative,
13 these funds may also be used to redeem or retire the applicable
14 bonds, pursuant to Section 16774, maturing in a subsequent fiscal
15 year as directed by the Director of Finance.

16 (f) On or before the second business day following the date on
17 which transfers are made to the Transportation Debt Service Fund,
18 and after the required monthly deposits for that month, including
19 makeup of any shortfalls from any prior month, have been made
20 to the Transportation Bond Direct Payment Account, the Controller
21 shall transfer the funds designated for reimbursement of bond debt
22 service with respect to nondesignated bonds, as defined in
23 subdivision (c) of Section 16773, and other bonds identified in
24 subdivisions (d) and (e) in that month from the fund to the General
25 Fund pursuant to this section.

26 SEC. 12. Section 39719 of the Health and Safety Code is
27 amended to read:

28 39719. (a) The Legislature shall appropriate the annual
29 proceeds of the fund for the purpose of reducing greenhouse gas
30 emissions in this state in accordance with the requirements of
31 Section 39712.

32 (b) To carry out a portion of the requirements of subdivision
33 (a), annual proceeds are continuously appropriated for the
34 following:

35 (1) Beginning in the 2017–18 fiscal year, and notwithstanding
36 Section 13340 of the Government Code, 50 percent of annual
37 proceeds are continuously appropriated, without regard to fiscal
38 years, for transit, affordable housing, and sustainable communities
39 programs as follows:

1 (A) Twenty percent of the annual proceeds of the fund is hereby
2 continuously appropriated to the Transportation Agency for the
3 Transit and Intercity Rail Capital Program created by Part 2
4 (commencing with Section 75220) of Division 44 of the Public
5 Resources Code.

6 (B) Ten percent of the annual proceeds of the fund is hereby
7 continuously appropriated to the Low Carbon Transit Operations
8 Program created by Part 3 (commencing with Section 75230) of
9 Division 44 of the Public Resources Code. Moneys shall be
10 allocated by the Controller, according to requirements of the
11 program, and pursuant to the distribution formula in subdivision
12 (b) or (c) of Section 99312 of, and Sections 99313 and 99314 of,
13 the Public Utilities Code.

14 (C) Twenty percent of the annual proceeds of the fund is hereby
15 continuously appropriated to the Strategic Growth Council for the
16 Affordable Housing and Sustainable Communities Program created
17 by Part 1 (commencing with Section 75200) of Division 44 of the
18 Public Resources Code. Of the amount appropriated in this
19 subparagraph, no less than 10 percent of the annual proceeds shall
20 be expended for affordable housing, consistent with the provisions
21 of that program.

22 (2) Beginning in the 2015–16 fiscal year, notwithstanding
23 Section 13340 of the Government Code, 25 percent of the annual
24 proceeds of the fund is hereby continuously appropriated to the
25 High-Speed Rail Authority for the following components of the
26 initial operating segment and Phase I Blended System as described
27 in the 2012 business plan adopted pursuant to Section 185033 of
28 the Public Utilities Code:

29 (A) Acquisition and construction costs of the project.

30 (B) Environmental review and design costs of the project.

31 (C) Other capital costs of the project.

32 (D) Repayment of any loans made to the authority to fund the
33 project.

34 (c) In determining the amount of annual proceeds of the fund
35 for purposes of the calculation in subdivision (b), the funds subject
36 to Section 39719.1 shall not be included.

37 ~~SEC. 13. Section 21080.37 of the Public Resources Code is~~
38 ~~amended to read:~~

1 ~~21080.37. (a) This division does not apply to a project or an~~
2 ~~activity to repair, maintain, or make minor alterations to an existing~~
3 ~~roadway if all of the following conditions are met:~~

4 ~~(1) (A) The project does not cross a waterway.~~

5 ~~(B) For purposes of this paragraph, “waterway” means a bay,~~
6 ~~estuary, lake, pond, river, slough, or a perennial, intermittent, or~~
7 ~~ephemeral stream, lake, or estuarine-marine shoreline.~~

8 ~~(2) The project involves negligible or no expansion of an~~
9 ~~existing use beyond that existing at the time of the lead agency’s~~
10 ~~determination.~~

11 ~~(3) (A) The site of the project does not contain wetlands or~~
12 ~~riparian areas and does not have significant value as a wildlife~~
13 ~~habitat, and the project does not harm any species protected by the~~
14 ~~federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et~~
15 ~~seq.), the Native Plant Protection Act (Chapter 10 (commencing~~
16 ~~with Section 1900) of Division 2 of the Fish and Game Code), or~~
17 ~~the California Endangered Species Act (Chapter 1.5 (commencing~~
18 ~~with Section 2050) of Division 3 of the Fish and Game Code), and~~
19 ~~the project does not cause the destruction or removal of any species~~
20 ~~protected by a local ordinance.~~

21 ~~(B) For the purposes of this paragraph:~~

22 ~~(i) “Riparian areas” mean those areas transitional between~~
23 ~~terrestrial and aquatic ecosystems and that are distinguished by~~
24 ~~gradients in biophysical conditions, ecological processes, and biota.~~
25 ~~A riparian area is an area through which surface and subsurface~~
26 ~~hydrology connect waterbodies with their adjacent uplands. A~~
27 ~~riparian area includes those portions of terrestrial ecosystems that~~
28 ~~significantly influence exchanges of energy and matter with aquatic~~
29 ~~ecosystems. A riparian area is adjacent to perennial, intermittent,~~
30 ~~and ephemeral streams, lakes, and estuarine-marine shorelines.~~

31 ~~(ii) “Significant value as a wildlife habitat” includes wildlife~~
32 ~~habitat of national, statewide, regional, or local importance; habitat~~
33 ~~for species protected by the federal Endangered Species Act of~~
34 ~~1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered~~
35 ~~Species Act (Chapter 1.5 (commencing with Section 2050) of~~
36 ~~Division 3 of the Fish and Game Code), or the Native Plant~~
37 ~~Protection Act (Chapter 10 (commencing with Section 1900) of~~
38 ~~Division 2 of the Fish and Game Code); habitat identified as~~
39 ~~candidate, fully protected, sensitive, or species of special status~~

1 by local, state, or federal agencies; or habitat essential to the
2 movement of resident or migratory wildlife.

3 (iii) “Wetlands” has the same meaning as in the United States
4 Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).

5 (iv) “Wildlife habitat” means the ecological communities upon
6 which wild animals, birds, plants, fish, amphibians, and
7 invertebrates depend for their conservation and protection.

8 (4) The project does not impact cultural resources.

9 (5) The roadway does not affect scenic resources, as provided
10 pursuant to subdivision (c) of Section 21084.

11 (b) Prior to determining that a project is exempt pursuant to this
12 section, the lead agency shall do both of the following:

13 (1) Include measures in the project to mitigate potential
14 vehicular traffic and safety impacts and bicycle and pedestrian
15 safety impacts.

16 (2) Hold a noticed public hearing on the project to hear and
17 respond to public comments. The hearing on the project may be
18 conducted with another noticed lead agency public hearing.
19 Publication of the notice shall be no fewer times than required by
20 Section 6061 of the Government Code, by the public agency in a
21 newspaper of general circulation in the area.

22 (c) For purposes of this section, “roadway” means a roadway
23 as defined pursuant to Section 530 of the Vehicle Code and the
24 previously graded and maintained shoulder that is within a roadway
25 right-of-way of no more than five feet from the edge of the
26 roadway.

27 (d) (1) If a state agency determines that a project is not subject
28 to this division pursuant to this section and it approves or
29 determines to carry out that project, it shall file a notice with the
30 Office of Planning and Research in the manner specified in
31 subdivisions (b) and (c) of Section 21108.

32 (2) If a local agency determines that a project is not subject to
33 this division pursuant to this section and it approves or determines
34 to carry out that project, it shall file a notice with the Office of
35 Planning and Research, and with the county clerk in the county in
36 which the project will be located in the manner specified in
37 subdivisions (b) and (c) of Section 21152.

38 *SEC. 13. Section 21080.37 of the Public Resources Code is*
39 *amended to read:*

1 21080.37. (a) This division does not apply to a project or an
2 activity to repair, maintain, or make minor alterations to an existing
3 roadway if all of the following conditions are met:

4 (1) The project is carried out by a city or county ~~with a~~
5 ~~population of less than 100,000 persons~~ to improve public safety.

6 (2) (A) The project does not cross a waterway.

7 (B) For purposes of this paragraph, “waterway” means a bay,
8 estuary, lake, pond, river, slough, or a perennial, intermittent, or
9 ephemeral stream, lake, or estuarine-marine shoreline.

10 (3) The project involves negligible or no expansion of an
11 existing use beyond that existing at the time of the lead agency’s
12 determination.

13 (4) The roadway is not a state roadway.

14 (5) (A) The site of the project does not contain wetlands or
15 riparian areas and does not have significant value as a wildlife
16 habitat, and the project does not harm any species protected by the
17 federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et
18 seq.), the Native Plant Protection Act (Chapter 10 (commencing
19 with Section 1900) of Division 2 of the Fish and Game Code), or
20 the California Endangered Species Act (Chapter 1.5 (commencing
21 with Section 2050) of Division 3 of the Fish and Game Code), and
22 the project does not cause the destruction or removal of any species
23 protected by a local ordinance.

24 (B) For the purposes of this paragraph:

25 (i) “Riparian areas” mean those areas transitional between
26 terrestrial and aquatic ecosystems and that are distinguished by
27 gradients in biophysical conditions, ecological processes, and biota.
28 A riparian area is an area through which surface and subsurface
29 hydrology connect waterbodies with their adjacent uplands. A
30 riparian area includes those portions of terrestrial ecosystems that
31 significantly influence exchanges of energy and matter with aquatic
32 ecosystems. A riparian area is adjacent to perennial, intermittent,
33 and ephemeral streams, lakes, and estuarine-marine shorelines.

34 (ii) “Significant value as a wildlife habitat” includes wildlife
35 habitat of national, statewide, regional, or local importance; habitat
36 for species protected by the federal Endangered Species Act of
37 1973 (16 U.S.C. Sec. 1531, et seq.), the California Endangered
38 Species Act (Chapter 1.5 (commencing with Section 2050) of
39 Division 3 of the Fish and Game Code), or the Native Plant
40 Protection Act (Chapter 10 (commencing with Section 1900) of

1 Division 2 of the Fish and Game Code); habitat identified as
2 candidate, fully protected, sensitive, or species of special status
3 by local, state, or federal agencies; or habitat essential to the
4 movement of resident or migratory wildlife.

5 (iii) “Wetlands” has the same meaning as in the United States
6 Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).

7 (iv) “Wildlife habitat” means the ecological communities upon
8 which wild animals, birds, plants, fish, amphibians, and
9 invertebrates depend for their conservation and protection.

10 (6) The project does not impact cultural resources.

11 (7) The roadway does not affect scenic resources, as provided
12 pursuant to subdivision (c) of Section 21084.

13 (b) Prior to determining that a project is exempt pursuant to this
14 section, the lead agency shall do both of the following:

15 (1) Include measures in the project to mitigate potential
16 vehicular traffic and safety impacts and bicycle and pedestrian
17 safety impacts.

18 (2) Hold a noticed public hearing on the project to hear and
19 respond to public comments. The hearing on the project may be
20 conducted with another noticed lead agency public hearing.
21 Publication of the notice shall be no fewer times than required by
22 Section 6061 of the Government Code, by the public agency in a
23 newspaper of general circulation in the area.

24 (c) For purposes of this section, “roadway” means a roadway
25 as defined pursuant to Section 530 of the Vehicle Code and the
26 previously graded and maintained shoulder that is within a roadway
27 right-of-way of no more than five feet from the edge of the
28 roadway.

29 (d) Whenever a local agency determines that a project is not
30 subject to this division pursuant to this section, and it approves or
31 determines to carry out that project, the local agency shall file a
32 notice with the Office of Planning and Research, and with the
33 county clerk in the county in which the project will be located in
34 the manner specified in subdivisions (b) and (c) of Section 21152.

35 (e) This section shall remain in effect only until January 1, ~~2020~~,
36 2023, and as of that date is repealed, unless a later enacted statute,
37 that is enacted before January 1, ~~2020~~, 2023, deletes or extends
38 that date.

39 SEC. 14. Division 13.6 (commencing with Section 21200) is
40 added to the Public Resources Code, to read:

1 DIVISION 13.6. ADVANCE MITIGATION PROGRAM ACT

2
3 CHAPTER 1. GENERAL
4

5 21200. This division shall be known, and may be cited, as the
6 Advance Mitigation Program Act.

7 21201. (a) The purpose of this division is to improve the
8 success and effectiveness of actions implemented to mitigate the
9 natural resource impacts of future transportation improvements
10 by designing those actions to measurably advance regional or
11 statewide conservation priorities and by establishing the means to
12 implement the actions well before the impacts occur. The advance
13 design and implementation of mitigation actions also will
14 streamline the delivery of transportation improvements by avoiding
15 or reducing delays associated with environmental permitting.

16 (b) This division is not intended to create a new environmental
17 permitting or regulatory program or to modify existing
18 environmental laws or regulations, nor is it expected that all
19 mitigation requirements will be addressed for planned
20 transportation improvements. Instead, it is intended to provide a
21 methodology with which to fulfill the requirements of existing
22 state and federal environmental laws that protect fish, wildlife,
23 plant species, and other natural resources more efficiently and
24 effectively.

25 21202. The Legislature finds and declares all of the following:

26 (a) Compensatory mitigation for environmental impacts is
27 ordinarily handled on a project-by-project basis, usually near the
28 end of a project's timeline and often with insufficient guidance
29 regarding regional or statewide conservation priorities.

30 (b) The cost of critical transportation improvements often
31 escalates because of permitting delays that occur when appropriate
32 conservation and mitigation measures cannot easily be identified
33 and because the cost of these measures often increases between
34 the time a project is planned and funded and the time mitigation
35 is implemented.

36 (c) When the Department of Transportation is able to anticipate
37 the compensatory mitigation needs for planned transportation
38 improvements, it can meet those needs in a more timely and
39 cost-effective way by using advance mitigation planning.

1 (d) Working with state and federal resource protection agencies,
2 the department can generate and pool a range of mitigation credits
3 for use for transportation improvements, taking advantage of
4 greater economies of scale and allowing public funds to stretch
5 further. By making those mitigation credits available in advance
6 of environmental impacts and project permitting, transportation
7 agencies can avoid permitting delays that result from
8 project-by-project identification and development of mitigation
9 measures.

10 (e) Advance mitigation can provide an effective means of
11 facilitating delivery of transportation improvements while ensuring
12 more effective natural resource conservation.

13 (f) Advance mitigation is needed to direct mitigation funding
14 for transportation improvements to agreed-upon conservation
15 priorities and to the creation of habitat reserves and recreation
16 areas that enhance the sustainability of human and natural systems
17 by protecting or restoring connectivity of natural communities and
18 the delivery of ecosystem services.

19 (g) Advance mitigation can facilitate the implementation of
20 climate change adaptation strategies both for ecosystems and
21 California's economy.

22 (h) Advance mitigation can enable the state to protect, restore,
23 and recover its natural resources as it strengthens and improves
24 its transportation systems.

25 21203. The Legislature intends to do all of the following by
26 enacting this division:

27 (a) Facilitate delivery of transportation improvements while
28 ensuring more effective natural resource conservation.

29 (b) Develop effective strategies to improve the state's ability to
30 meet mounting demands for transportation improvements and to
31 maximize conservation and other public benefits.

32 (c) Achieve conservation objectives of statewide and regional
33 importance by coordinating local, state, and federally funded
34 natural resource conservation efforts with mitigation actions
35 required for impacts from transportation improvements.

36 (d) Create administrative, governance, and financial incentives
37 and mechanisms necessary to ensure that measures required to
38 minimize or mitigate impacts from transportation improvements
39 will serve to achieve regional or statewide natural resource
40 conservation objectives.

CHAPTER 2. DEFINITIONS

21204. For purposes of this division, the following terms have the following meanings:

(a) “Acquire” and “acquisition” mean, with respect to land or a waterway, acquisition of fee title or purchase of a conservation easement, that protects conservation and mitigation values on the land or waterway in perpetuity.

(b) “Advance mitigation” means mitigation implemented before, and in anticipation of, environmental effects of planned transportation improvements.

(c) “Commission” means the California Transportation Commission.

(d) “Conservation easement” means a perpetual conservation easement that complies with Chapter 4 (commencing with Section 815) of Title 2 of Part 2 of Division 2 of the Civil Code.

(e) “Department” means the Department of Transportation.

(f) “Mitigation credit agreement” means a mitigation credit agreement pursuant to Chapter 9 (commencing with Section 1850) of Division 2 of the Fish and Game Code.

(g) “Transportation agency” means the department, the High-Speed Rail Authority, a metropolitan planning organization, a regional transportation planning agency, or another public agency that implements transportation improvements.

(h) “Transportation improvement” means a transportation capital improvement project.

(i) “Planned transportation improvement” means a transportation project that a transportation agency has identified in a regional transportation plan, an interregional transportation plan, a capital improvement program, or other approved transportation planning document. A planned transportation improvement may include, but is not limited to, a transportation project that has been proposed for approval or that has been approved.

(j) “Program” means the Advance Mitigation Program implemented pursuant to this division.

(k) “Regional conservation investment strategy” means a regional conservation investment strategy *approved by the Department of Fish and Wildlife* pursuant to Chapter 9 (commencing with Section 1850) of Division 2 of the Fish and Game Code.

(l) “Regulatory agency” means a state or federal natural resource protection agency with regulatory authority over planned transportation improvements. A regulatory agency includes, but is not limited to, the Natural Resources Agency, the Department of Fish and Wildlife, California regional water quality control boards, the United States Fish and Wildlife Service, the National Marine Fisheries Service, the United States Environmental Protection Agency, and the United States Army Corps of Engineers.

CHAPTER 3. ADVANCE MITIGATION PROGRAM

21205. (a) The Advance Mitigation Program is hereby created in the department to accelerate project delivery and improve environmental outcomes of environmental mitigation for planned transportation improvements. The department may do any of the following to administer and implement the program:

(1) Purchase credits at mitigation banks and conservation banks approved by one or more regulatory agencies. The department may also establish mitigation banks or conservation banks, or fund the establishment of mitigation banks or conservation banks, in accordance with applicable state and federal standards if the department determines that those banks would provide biologically appropriate mitigation for planned transportation improvements identified pursuant to Section 21207.

(2) Pay mitigation fees under natural community conservation plans approved pursuant to Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code, or habitat conservation plans approved in accordance with the federal Endangered Species Act.

(3) Prepare, or fund the preparation of, regional conservation investment strategies. Where a regional conservation framework has been approved by the Department of Fish and Wildlife, the department may do the following:

(A) Enter into a mitigation credit agreement with the Department of Fish and Wildlife, and acquire, restore, manage, monitor, protect, and preserve lands, waterways, aquatic resources or fisheries, or fund the acquisition, restoration, management, monitoring, protection, and preservation of lands, waterways, aquatic resources,

1 or fisheries, as needed to generate mitigation credits pursuant to
2 those mitigation credit agreements.

3 (B) Acquire, restore, manage, monitor, and preserve lands,
4 waterways, aquatic resources, or fisheries, or fund the acquisition,
5 restoration, management, monitoring, and preservation of lands,
6 waterways, aquatic resources, or fisheries that would measurably
7 advance a conservation objective in the regional conservation
8 investment strategy if the department concludes that the action or
9 actions could conserve or create environmental values that are
10 appropriate to mitigate the anticipated potential impacts of planned
11 transportation improvements.

12 (4) Prepare, or fund the preparation of, regional advance
13 mitigation plans *that are consistent with a regional conservation*
14 *strategy and are approved by the Department of Fish and Wildlife,*
15 *within the area of—any that regional conservation investment*
16 *strategy that has been approved by the Department of Fish and*
17 *Wildlife: strategy.* The purpose of a regional advance mitigation
18 plan shall be to identify potential mitigation needs for planned
19 transportation improvements, to facilitate the acquisition or
20 generation of mitigation credits and values that could be used to
21 fulfill those needs and thereby to avoid delays in the environmental
22 permitting of those transportation improvements. A regional
23 advance mitigation plan shall do all of the following:

24 (A) Use the information and analysis in the regional
25 conservation investment strategy to estimate the nature and extent
26 of potential mitigation requirements of planned transportation
27 improvements on a regional or statewide basis.

28 (B) Consider the full range of potential impacts on natural
29 resources of planned transportation improvements.

30 (C) Identify available mitigation credits at mitigation banks or
31 conservation banks approved by one or more regulatory agencies
32 that could be used to mitigate the impacts of planned transportation
33 improvements.

34 (D) Assess whether, and to what extent, mitigation requirements
35 for planned transportation improvements could be fulfilled by the
36 payment of mitigation fees under approved natural community
37 conservation plans and habitat conservation plans.

38 (E) Assess whether, and to what extent, mitigation requirements
39 for planned transportation improvements could be fulfilled by
40 mitigation credits created under a mitigation credit agreement.

(F) Assess whether conservation actions or habitat enhancements that would measurably advance an unmet conservation objective in the regional conservation investment strategy could conserve or create environmental values that are appropriate to mitigate the anticipated potential impacts of planned transportation improvements and could fulfill mitigation requirements resulting from those impacts.

(G) Analyze the cost-effectiveness of available mitigation alternatives both in terms of environmental benefits and improved project delivery and certainty.

(b) The department shall track all advance mitigation actions implemented and all mitigation credits generated under the program for environmental mitigation for transportation improvements.

(c) The department may use mitigation credits to fulfill mitigation requirements of a transportation improvement eligible for the State Transportation Improvement Program or the State Highway Operation and Protection Program.

(d) The department may use, or allow local or state transportation agencies to use, mitigation credits or values generated or obtained under the program to fulfill the mitigation requirements of planned transportation improvements if the applicable transportation agency reimburses the program for all costs of purchasing or creating the mitigation credits or values, as determined by the department. Those costs shall be calculated using total cost accounting and shall include, as applicable, land acquisition or conservation easement costs, monitoring and enforcement costs, restoration costs, transaction costs, administrative costs, contingency costs, and land management, monitoring, and protection costs.

(e) Prior to approving a regional conservation investment strategy or regional advance mitigation plan, the Department of Fish and Wildlife shall receive public comments on the strategy or plan for at least 45 days and shall hold a public meeting at relevant districts of the department affected by the strategy or plan. The Department of Fish and Wildlife, in cooperation with the department, shall respond to any public comments received.

(f) The department, in collaboration with the Department of Fish and Wildlife, shall establish and maintain an Internet Web site that includes all of the following:

1 *(1) Findings and recommendations of the transportation*
2 *advance mitigation steering committee established pursuant to*
3 *Section 21206.*

4 *(2) Any proposed actions taken pursuant to the program,*
5 *including information specified in subdivision (b).*

6 *(3) Any public comments and responses made pursuant to*
7 *subdivision (e).*

8 *(4) The reports required pursuant to Section 21209.*

9 21206. (a) No later than February 1, ~~2017~~, 2018, the
10 department shall establish an interagency transportation advance
11 mitigation steering committee consisting of the department and
12 appropriate state and federal regulatory ~~agencies~~ agencies,
13 including the Natural Resources Agency and the Department of
14 Fish and Wildlife, to support the program so that advance
15 mitigation can be used as required mitigation for planned
16 transportation improvements and can provide improved
17 environmental outcomes. The committee shall advise the
18 department of opportunities to carry out advance mitigation
19 improvements, provide the best available science, and actively
20 participate in mitigation instrument reviews and approvals. The
21 committee shall seek to develop streamlining opportunities,
22 including those related to landscape scale mitigation planning and
23 alignment of federal and state regulations and procedures related
24 to mitigation requirements and implementation. The committee
25 shall also provide input on crediting, using, and tracking of advance
26 mitigation investments.

27 *(b) The committee shall hold annually at least three meetings,*
28 *one in northern California, one in the central valley region, and*
29 *one in southern California, to solicit public input on the program.*

30 21207. The Advance Mitigation Fund is hereby created in the
31 State Transportation Fund as a revolving fund. Notwithstanding
32 Section 13340 of the Government Code, the fund shall be
33 continuously appropriated without regard to fiscal years. The
34 moneys in the fund shall be programmed by the commission for
35 the planning and implementation of advance mitigation
36 improvements consistent with the purposes of this chapter. After
37 the transfer of moneys to the fund for four fiscal years pursuant to
38 subdivision (c) of Section 2032 of the Streets and Highways Code,
39 commencing in the 2017–18 fiscal year, the program is intended
40 to be self-sustaining. Advance expenditures from the fund shall

1 later be reimbursed from project funding available at the time a
2 planned transportation improvement is constructed. A maximum
3 of 5 percent of available funds may be used for administrative
4 purposes.

5 21208. The program is intended to improve the efficiency and
6 efficacy of mitigation only and is not intended to supplant the
7 requirements of the California Environmental Quality Act (Division
8 13 (commencing with Section 21000)) or any other environmental
9 law. The identification of planned transportation improvements
10 and of mitigation improvements or measures for planned
11 transportation improvements under this division does not imply
12 or require approval of those improvements for purposes of the
13 California Environmental Quality Act (Division 13 (commencing
14 with Section 21000)) or any other environmental law.

15 21209. (a) *On or before January 1, 2019, and annually*
16 *thereafter, the department, in collaboration with the Department*
17 *of Fish and Wildlife, shall submit to the Legislature, pursuant to*
18 *Section 9795 of the Government Code, a report on the operation*
19 *of the program that contains both of the following information:*

20 (1) *Funding used to generate the mitigation credits and the*
21 *amount of credits used for each transportation improvement during*
22 *the past calendar year.*

23 (2) *The reasons or justifications for using the program to*
24 *mitigate the impacts of the planned transportation improvements*
25 *and the type of advance mitigation used.*

26 (b) *On or before January 1, 2022, the department, in*
27 *collaboration with the Department of Fish and Wildlife, shall*
28 *submit to the Legislature, pursuant to Section 9795 of the*
29 *Government Code, a report that includes all of the following*
30 *information:*

31 (1) *Findings on the efficacy of the program and*
32 *recommendations for improving program outcomes.*

33 (2) *Data on the funding used for the generation of the mitigation*
34 *credits and the use of the mitigation credits.*

35 (3) *Data on planned transportation improvements benefited by*
36 *the program, including the mitigation credits used in lieu of onsite*
37 *mitigation.*

38 (4) *Data on monitoring.*

39 21210. *This division shall remain in effect only until January*
40 *1, 2023, and as of that date is repealed, unless a later enacted*

1 *statute that is enacted before January 1, 2023, deletes or extends*
2 *that date.*

3 SEC. 15. Section 99312.1 of the Public Utilities Code is
4 amended to read:

5 99312.1. (a) Revenues transferred to the Public Transportation
6 Account pursuant to Sections 6051.8 and 6201.8 of the Revenue
7 and Taxation Code for the State Transit Assistance Program are
8 hereby continuously appropriated to the Controller for allocation
9 as follows:

10 (1) Fifty percent for allocation to transportation planning
11 agencies, county transportation commissions, and the San Diego
12 Metropolitan Transit Development Board pursuant to Section
13 99314.

14 (2) Fifty percent for allocation to transportation agencies, county
15 transportation commissions, and the San Diego Metropolitan
16 Transit Development Board for purposes of Section 99313.

17 (b) For purposes of this chapter, the revenues allocated pursuant
18 to this section shall be subject to the same requirements as revenues
19 allocated pursuant to subdivisions (b) and (c), as applicable, of
20 Section 99312.

21 (c) The revenues transferred to the Public Transportation
22 Account for the State Transit Assistance Program that are
23 attributable to the increase in the sales and use tax on diesel fuel
24 pursuant to subdivision (b) of Section 6051.8 of the Revenue and
25 Taxation Code, as adjusted pursuant to subdivision (c) of that
26 section, and subdivision (b) of Section 6201.8 of the Revenue and
27 Taxation Code, as adjusted pursuant to subdivision (c) of that
28 section, upon allocation pursuant to Sections 99313 and 99314,
29 shall only be expended on the following:

30 (1) Transit capital projects or services to maintain or repair a
31 transit operator's existing transit vehicle fleet or existing transit
32 facilities, including rehabilitation or modernization of existing
33 vehicles or facilities.

34 (2) The design, acquisition, and construction of new vehicles
35 or facilities that improve existing transit services.

36 (3) Transit services that complement local efforts for repair and
37 improvement of local transportation infrastructure.

38 (d) (1) Prior to receiving an apportionment of funds pursuant
39 to subdivision (c) from the Controller in a fiscal year, a recipient
40 transit agency shall submit to the Department of Transportation a

1 list of projects proposed to be funded with these funds. The list of
2 projects proposed to be funded with these funds shall include a
3 description and location of each proposed project, a proposed
4 schedule for the project's completion, and the estimated useful life
5 of the improvement. The project list shall not limit the flexibility
6 of a recipient transit agency to fund projects in accordance with
7 local needs and priorities so long as the projects are consistent
8 with subdivision (c).

9 (2) The department shall report to the Controller the recipient
10 transit agencies that have submitted a list of projects as described
11 in this subdivision and that are therefore eligible to receive an
12 apportionment of funds for the applicable fiscal year. The
13 Controller, upon receipt of the report, shall apportion funds
14 pursuant to Sections 99313 and 99314.

15 (e) For each fiscal year, each recipient transit agency receiving
16 an apportionment of funds pursuant to subdivision (c) shall, upon
17 expending those funds, submit documentation to the department
18 that includes a description and location of each completed project,
19 the amount of funds expended on the project, the completion date,
20 and the estimated useful life of the improvement.

21 (f) The audit of transit operator finances required pursuant to
22 Section 99245 shall verify that the revenues identified in
23 subdivision (c) have been expended in conformance with these
24 specific requirements and all other generally applicable
25 requirements.

26 SEC. 16. Section 6051.8 of the Revenue and Taxation Code
27 is amended to read:

28 6051.8. (a) Except as provided by Section 6357.3, in addition
29 to the taxes imposed by this part, for the privilege of selling
30 tangible personal property at retail a tax is hereby imposed upon
31 all retailers at the rate of 1.75 percent of the gross receipts of any
32 retailer from the sale of all diesel ~~fuel~~, *as defined in Section*
33 *60022*.

34 (b) Except as provided by Section 6357.3, in addition to the
35 taxes imposed by this part and by subdivision (a), for the privilege
36 of selling tangible personal property at retail a tax is hereby
37 imposed upon all retailers at the rate of 4 percent of the gross
38 receipts of any retailer from the sale of all diesel fuel, as defined
39 in Section 60022, sold at retail in this state.

(c) Beginning July 1, 2020, and every third year thereafter, the State Board of Equalization shall recompute the rates of the taxes imposed by this section. That computation shall be made as follows:

(1) The Department of Finance shall transmit to the State Board of Equalization the percentage change in the California Consumer Price Index for all items from November of three calendar years prior to November of the prior calendar year, no later than January 31, 2020, and January 31 of every third year thereafter.

(2) The State Board of Equalization shall do all of the following:

(A) Compute an inflation adjustment factor by adding 100 percent to the percentage change figure that is furnished pursuant to paragraph (1) and dividing the result by 100.

(B) Multiply the preceding tax rate per gallon by the inflation adjustment factor determined in subparagraph (A) and round off the resulting product to the nearest tenth of a cent.

(C) Make its determination of the new rate no later than March 1 of the same year as the effective date of the new rate.

(d) (1) Notwithstanding subdivision (b) of Section 7102, except as otherwise provided in paragraph (2), all of the revenues, less refunds, collected pursuant to this section shall be estimated by the State Board of Equalization, with the concurrence of the Department of Finance, and transferred quarterly to the Public Transportation Account in the State Transportation Fund for allocation under the State Transit Assistance Program pursuant to Section 99312.1 of the Public Utilities Code.

(2) The revenues, less refunds, attributable to a rate of 0.5 percent of the 4-percent increase in the rate pursuant to subdivision (b), amounting to one-eighth of revenues from the increase in the rate under that subdivision, shall be estimated by the State Board of Equalization, with the concurrence of the Department of Finance, and transferred quarterly to the Public Transportation Account in the State Transportation Fund for allocation to the Department of Transportation, upon appropriation by the Legislature, to intercity rail and commuter rail purposes pursuant to Section 99315 of the Public Utilities Code.

SEC. 17. Section 6201.8 of the Revenue and Taxation Code is amended to read:

6201.8. (a) Except as provided by Section 6357.3, in addition to the taxes imposed by this part, an excise tax is hereby imposed

1 on the storage, use, or other consumption in this state of diesel
2 fuel, as defined in Section 60022, at the rate of 1.75 percent of the
3 sales price of the diesel fuel.

4 (b) Except as provided by Section 6357.3, in addition to the
5 taxes imposed by this part and by subdivision (a), an excise tax is
6 hereby imposed on the storage, use, or other consumption in this
7 state of diesel fuel, as defined in Section 60022, at the rate of 4
8 percent of the sales price of the diesel fuel.

9 (c) Beginning July 1, 2020, and every third year thereafter, the
10 State Board of Equalization shall recompute the rates of the taxes
11 imposed by this section. That computation shall be made as
12 follows:

13 (1) The Department of Finance shall transmit to the State Board
14 of Equalization the percentage change in the California Consumer
15 Price Index for all items from November of three calendar years
16 prior to November of the prior calendar year, no later than January
17 31, 2020, and January 31 of every third year thereafter.

18 (2) The State Board of Equalization shall do all of the following:

19 (A) Compute an inflation adjustment factor by adding 100
20 percent to the percentage change figure that is furnished pursuant
21 to paragraph (1) and dividing the result by 100.

22 (B) Multiply the preceding tax rate per gallon by the inflation
23 adjustment factor determined in subparagraph (A) and round off
24 the resulting product to the nearest tenth of a cent.

25 (C) Make its determination of the new rate no later than March
26 1 of the same year as the effective date of the new rate.

27 (d) (1) Notwithstanding subdivision (b) of Section 7102, except
28 as otherwise provided in paragraph (2), all of the revenues, less
29 refunds, collected pursuant to this section shall be estimated by
30 the State Board of Equalization, with the concurrence of the
31 Department of Finance, and transferred quarterly to the Public
32 Transportation Account in the State Transportation Fund for
33 allocation pursuant to Section 99312.1 of the Public Utilities Code.

34 (2) The revenues, less refunds, attributable to a rate of 0.5
35 percent of the 4-percent increase in the rate pursuant to subdivision
36 (b), amounting to one-eighth of revenues from the increase in the
37 rate under that subdivision, shall be estimated by the State Board
38 of Equalization, with the concurrence of the Department of Finance,
39 and transferred quarterly to the Public Transportation Account in
40 the State Transportation Fund for allocation to the Department of

1 Transportation, upon appropriation by the Legislature, to intercity
2 rail and commuter rail purposes pursuant to Section 99315 of the
3 Public Utilities Code.

4 SEC. 18. Section 7360 of the Revenue and Taxation Code is
5 amended to read:

6 7360. (a) (1) (A) A tax of eighteen cents (\$0.18) is hereby
7 imposed upon each gallon of fuel subject to the tax in Sections
8 7362, 7363, and 7364.

9 (B) In addition to the tax imposed pursuant to subparagraph
10 (A), a tax of six cents (\$0.06) is hereby imposed upon each gallon
11 of fuel, other than aviation gasoline, subject to the tax in Sections
12 7362, 7363, and 7364. Effective one year after the date that the
13 six-cent (\$0.06) tax is imposed, an additional tax of three cents
14 (\$0.03) is hereby imposed, and effective two years after the date
15 that the six-cent (\$0.06) tax is imposed, an additional tax of three
16 cents (\$0.03) is hereby imposed, on each gallon of fuel, other than
17 aviation gasoline, subject to the tax in Sections 7362, 7363, and
18 7364.

19 (2) If the federal fuel tax is reduced below the rate of nine cents
20 (\$0.09) per gallon and federal financial allocations to this state for
21 highway and exclusive public mass transit guideway purposes are
22 reduced or eliminated correspondingly, the tax rate imposed by
23 subparagraph (A) of paragraph (1), on and after the date of the
24 reduction, shall be recalculated by an amount so that the combined
25 state rate under subparagraph (A) of paragraph (1) and the federal
26 tax rate per gallon equal twenty-seven cents (\$0.27).

27 (3) If any person or entity is exempt or partially exempt from
28 the federal fuel tax at the time of a reduction, the person or entity
29 shall continue to be so exempt under this section.

30 (b) On and after July 1, 2010, in addition to the tax imposed by
31 subdivision (a), a tax is hereby imposed upon each gallon of motor
32 vehicle fuel, other than aviation gasoline, subject to the tax in
33 Sections 7362, 7363, and 7364 in an amount equal to seventeen
34 and three-tenths cents (\$0.173) per gallon.

35 (c) Beginning July 1, 2020, and every third year thereafter, the
36 State Board of Equalization shall recompute the rates of the taxes
37 imposed by this section. That computation shall be made as
38 follows:

39 (1) The Department of Finance shall transmit to the State Board
40 of Equalization the percentage change in the California Consumer

1 Price Index for all items from November of three calendar years
2 prior to November of the prior calendar year, no later than January
3 31, 2020, and January 31 of every third year thereafter.

4 (2) The State Board of Equalization shall do all of the following:

5 (A) Compute an inflation adjustment factor by adding 100
6 percent to the percentage change figure that is furnished pursuant
7 to paragraph (1) and dividing the result by 100.

8 (B) Multiply the preceding tax rate per gallon by the inflation
9 adjustment factor determined in subparagraph (A) and round off
10 the resulting product to the nearest tenth of a cent.

11 (C) Make its determination of the new rate no later than March
12 1 of the same year as the effective date of the new rate.

13 SEC. 19. Section 8352.4 of the Revenue and Taxation Code
14 is amended to read:

15 8352.4. (a) Subject to Sections 8352 and 8352.1, and except
16 as otherwise provided in subdivision (b), there shall be transferred
17 from the money deposited to the credit of the Motor Vehicle Fuel
18 Account to the Harbors and Watercraft Revolving Fund, for
19 expenditure in accordance with Division 1 (commencing with
20 Section 30) of the Harbors and Navigation Code, the sum of six
21 million six hundred thousand dollars (\$6,600,000) per annum,
22 representing the amount of money in the Motor Vehicle Fuel
23 Account attributable to taxes imposed on distributions of motor
24 vehicle fuel used or usable in propelling vessels. The actual amount
25 shall be calculated using the annual reports of registered boats
26 prepared by the Department of Motor Vehicles for the United
27 States Coast Guard and the formula and method of the December
28 1972 report prepared for this purpose and submitted to the
29 Legislature on December 26, 1972, by the Director of
30 Transportation. If the amount transferred during each fiscal year
31 is in excess of the calculated amount, the excess shall be
32 retransferred from the Harbors and Watercraft Revolving Fund to
33 the Motor Vehicle Fuel Account. If the amount transferred is less
34 than the amount calculated, the difference shall be transferred from
35 the Motor Vehicle Fuel Account to the Harbors and Watercraft
36 Revolving Fund. No adjustment shall be made if the computed
37 difference is less than fifty thousand dollars (\$50,000), and the
38 amount shall be adjusted to reflect any temporary or permanent
39 increase or decrease that may be made in the rate under the Motor

1 Vehicle Fuel Tax Law. Payments pursuant to this section shall be
2 made prior to payments pursuant to Section 8352.2.

3 (b) (1) Commencing July 1, 2017, the revenues attributable to
4 the taxes imposed pursuant to subdivision (b) of Section 7360 and
5 otherwise to be deposited in the Harbors and Watercraft Revolving
6 Fund pursuant to subdivision (a) shall instead be transferred to the
7 Highway Users Tax Account for distribution pursuant to Section
8 2103.1 of the Streets and Highways Code.

9 (2) Commencing July 1, 2017, the revenues attributable to the
10 taxes imposed pursuant to subparagraph (B) of paragraph (1) of
11 subdivision (a) of Section 7360 and otherwise to be deposited in
12 the Harbors and Watercraft Revolving Fund pursuant to subdivision
13 (a) shall instead be transferred to the Road Maintenance and
14 Rehabilitation Account pursuant to Section 2031 of the Streets
15 and Highways Code.

16 SEC. 20. Section 8352.5 of the Revenue and Taxation Code
17 is amended to read:

18 8352.5. (a) (1) Subject to Sections 8352 and 8352.1, and
19 except as otherwise provided in subdivision (b), there shall be
20 transferred from the money deposited to the credit of the Motor
21 Vehicle Fuel Account to the Department of Food and Agriculture
22 Fund, during the second quarter of each fiscal year, an amount
23 equal to the estimate contained in the most recent report prepared
24 pursuant to this section.

25 (2) The amounts are not subject to Section 6357 with respect
26 to the collection of sales and use taxes thereon, and represent the
27 portion of receipts in the Motor Vehicle Fuel Account during a
28 calendar year that were attributable to agricultural off-highway
29 use of motor vehicle fuel which is subject to refund pursuant to
30 Section 8101, less gross refunds allowed by the Controller during
31 the fiscal year ending June 30 following the calendar year to
32 persons entitled to refunds for agricultural off-highway use
33 pursuant to Section 8101. Payments pursuant to this section shall
34 be made prior to payments pursuant to Section 8352.2.

35 (b) (1) Commencing July 1, 2017, the revenues attributable to
36 the taxes imposed pursuant to subdivision (b) of Section 7360 and
37 otherwise to be deposited in the Department of Food and
38 Agriculture Fund pursuant to subdivision (a) shall instead be
39 transferred to the Highway Users Tax Account for distribution
40 pursuant to Section 2103.1 of the Streets and Highways Code.

1 (2) Commencing July 1, 2017, the revenues attributable to the
2 taxes imposed pursuant to subparagraph (B) of paragraph (1) of
3 subdivision (a) of Section 7360 and otherwise to be deposited in
4 the Department of Food and Agriculture Fund pursuant to
5 subdivision (a) shall instead be transferred to the Road Maintenance
6 and Rehabilitation Account pursuant to Section 2031 of the Streets
7 and Highways Code.

8 (c) On or before September 30, 2012, and on or before
9 September 30 of each even-numbered year thereafter, the Director
10 of Transportation and the Director of Food and Agriculture shall
11 jointly prepare, or cause to be prepared, a report setting forth the
12 current estimate of the amount of money in the Motor Vehicle
13 Fuel Account attributable to agricultural off-highway use of motor
14 vehicle fuel, which is subject to refund pursuant to Section 8101
15 less gross refunds allowed by the Controller to persons entitled to
16 refunds for agricultural off-highway use pursuant to Section 8101;
17 and they shall submit a copy of the report to the Legislature.

18 SEC. 21. Section 8352.6 of the Revenue and Taxation Code
19 is amended to read:

20 8352.6. (a) (1) Subject to Section 8352.1, and except as
21 otherwise provided in paragraphs (2) and (3), on the first day of
22 every month, there shall be transferred from moneys deposited to
23 the credit of the Motor Vehicle Fuel Account to the Off-Highway
24 Vehicle Trust Fund created by Section 38225 of the Vehicle Code
25 an amount attributable to taxes imposed upon distributions of motor
26 vehicle fuel used in the operation of motor vehicles off highway
27 and for which a refund has not been claimed. Transfers made
28 pursuant to this section shall be made prior to transfers pursuant
29 to Section 8352.2.

30 (2) (A) Commencing July 1, 2017, the revenues attributable to
31 the taxes imposed pursuant to subdivision (b) of Section 7360 and
32 otherwise to be deposited in the Off-Highway Vehicle Trust Fund
33 pursuant to paragraph (1) shall instead be transferred to the
34 Highway Users Tax Account for distribution pursuant to Section
35 2103.1 of the Streets and Highways Code.

36 (B) Commencing July 1, 2017, the revenues attributable to the
37 taxes imposed pursuant to subparagraph (B) of paragraph (1) of
38 subdivision (a) of Section 7360 and otherwise to be deposited in
39 the Off-Highway Vehicle Trust Fund pursuant to subdivision (a)
40 shall instead be transferred to the Road Maintenance and

1 Rehabilitation Account pursuant to Section 2031 of the Streets
2 and Highways Code.

3 (3) The Controller shall withhold eight hundred thirty-three
4 thousand dollars (\$833,000) from the monthly transfer to the
5 Off-Highway Vehicle Trust Fund pursuant to paragraph (1), and
6 transfer that amount to the General Fund.

7 (b) The amount transferred to the Off-Highway Vehicle Trust
8 Fund pursuant to paragraph (1) of subdivision (a), as a percentage
9 of the Motor Vehicle Fuel Account, shall be equal to the percentage
10 transferred in the 2006–07 fiscal year. Every five years, starting
11 in the 2013–14 fiscal year, the percentage transferred may be
12 adjusted by the Department of Transportation in cooperation with
13 the Department of Parks and Recreation and the Department of
14 Motor Vehicles. Adjustments shall be based on, but not limited
15 to, the changes in the following factors since the 2006–07 fiscal
16 year or the last adjustment, whichever is more recent:

17 (1) The number of vehicles registered as off-highway motor
18 vehicles as required by Division 16.5 (commencing with Section
19 38000) of the Vehicle Code.

20 (2) The number of registered street-legal vehicles that are
21 anticipated to be used off highway, including four-wheel drive
22 vehicles, all-wheel drive vehicles, and dual-sport motorcycles.

23 (3) Attendance at the state vehicular recreation areas.

24 (4) Off-highway recreation use on federal lands as indicated by
25 the United States Forest Service’s National Visitor Use Monitoring
26 and the United States Bureau of Land Management’s Recreation
27 Management Information System.

28 (c) It is the intent of the Legislature that transfers from the Motor
29 Vehicle Fuel Account to the Off-Highway Vehicle Trust Fund
30 should reflect the full range of motorized vehicle use off highway
31 for both motorized recreation and motorized off-road access to
32 other recreation opportunities. Therefore, the Legislature finds that
33 the fuel tax baseline established in subdivision (b), attributable to
34 off-highway estimates of use as of the 2006–07 fiscal year,
35 accounts for the three categories of vehicles that have been found
36 over the years to be users of fuel for off-highway motorized
37 recreation or motorized access to nonmotorized recreational
38 pursuits. These three categories are registered off-highway
39 motorized vehicles, registered street-legal motorized vehicles used
40 off highway, and unregistered off-highway motorized vehicles.

(d) It is the intent of the Legislature that the off-highway motor vehicle recreational use to be determined by the Department of Transportation pursuant to paragraph (2) of subdivision (b) be that usage by vehicles subject to registration under Division 3 (commencing with Section 4000) of the Vehicle Code, for recreation or the pursuit of recreation on surfaces where the use of vehicles registered under Division 16.5 (commencing with Section 38000) of the Vehicle Code may occur.

(e) In the 2014–15 fiscal year, the Department of Transportation, in consultation with the Department of Parks and Recreation and the Department of Motor Vehicles, shall undertake a study to determine the appropriate adjustment to the amount transferred pursuant to subdivision (b) and to update the estimate of the amount attributable to taxes imposed upon distributions of motor vehicle fuel used in the operation of motor vehicles off highway and for which a refund has not been claimed. The department shall provide a copy of this study to the Legislature no later than January 1, 2016.

SEC. 22. Section 60050 of the Revenue and Taxation Code is amended to read:

60050. (a) (1) A tax of thirteen cents (\$0.13) is hereby imposed upon each gallon of diesel fuel subject to the tax in Sections 60051, 60052, and 60058.

(2) If the federal fuel tax is reduced below the rate of fifteen cents (\$0.15) per gallon and federal financial allocations to this state for highway and exclusive public mass transit guideway purposes are reduced or eliminated correspondingly, the tax rate imposed by paragraph (1) shall be increased by an amount so that the combined state rate under paragraph (1) and the federal tax rate per gallon equal what it would have been in the absence of the federal reduction.

(3) If any person or entity is exempt or partially exempt from the federal fuel tax at the time of a reduction, the person or entity shall continue to be exempt under this section.

(b) In addition to the tax imposed pursuant to subdivision (a), an additional tax of twenty cents (\$0.20) is hereby imposed upon each gallon of diesel fuel subject to the tax in Sections 60051, 60052, and 60058.

(c) Beginning July 1, 2020, and every third year thereafter, the State Board of Equalization shall recompute the rates of the taxes

1 imposed by this section. That computation shall be made as
2 follows:

3 (1) The Department of Finance shall transmit to the State Board
4 of Equalization the percentage change in the California Consumer
5 Price Index for all items from November of three calendar years
6 prior to November of the prior calendar year, no later than January
7 31, 2020, and January 31 of every third year thereafter.

8 (2) The State Board of Equalization shall do all of the following:

9 (A) Compute an inflation adjustment factor by adding 100
10 percent to the percentage change figure that is furnished pursuant
11 to paragraph (1) and dividing the result by 100.

12 (B) Multiply the preceding tax rate per gallon by the inflation
13 adjustment factor determined in subparagraph (A) and round off
14 the resulting product to the nearest tenth of a cent.

15 (C) Make its determination of the new rate no later than March
16 1 of the same year as the effective date of the new rate.

17 SEC. 23. Section 183.1 of the Streets and Highways Code is
18 amended to read:

19 183.1. Except as otherwise provided in Section 54237.7 of the
20 Government Code, money deposited into the account that is not
21 subject to Article XIX of the California Constitution, including,
22 but not limited to, money that is derived from the sale of
23 documents, charges for miscellaneous services to the public,
24 condemnation deposits fund investments, rental of state property,
25 or any other miscellaneous uses of property or money, shall be
26 deposited in the Road Maintenance and Rehabilitation Account
27 created pursuant to Section 2031.

28 SEC. 24. Section 820.1 is added to the Streets and Highways
29 Code, to read:

30 820.1. (a) The State of California consents to the jurisdiction
31 of the federal courts with regard to the compliance, discharge, or
32 enforcement of the responsibilities assumed by the department
33 pursuant to ~~Section 326 of, and subsection (a) of Section 327 of,~~
34 ~~Sections 326 and 327(a) of~~ Title 23 of the United States Code.

35 (b) In any action brought pursuant to the federal laws described
36 in subdivision (a), no immunity from suit may be asserted by the
37 department pursuant to the Eleventh Amendment to the United
38 States Constitution, and any immunity is hereby waived.

1 (c) The department shall not delegate any of its responsibilities
2 assumed pursuant to the federal laws described in subdivision (a)
3 to any political subdivision of the state or its instrumentalities.

4 (d) Nothing in this section affects the obligation of the
5 department to comply with state and federal law.

6 SEC. 25. Chapter 2 (commencing with Section 2030) is added
7 to Division 3 of the Streets and Highways Code, to read:

8
9 CHAPTER 2. ROAD MAINTENANCE AND REHABILITATION
10 PROGRAM
11

12 2030. (a) The Road Maintenance and Rehabilitation Program
13 is hereby created to address deferred maintenance on the state
14 highway system and the local street and road system. Funds made
15 available by the program shall be prioritized for expenditure on
16 basic road maintenance and road rehabilitation projects, and on
17 critical safety projects. For funds appropriated pursuant to
18 paragraph (1) of subdivision ~~(d)~~ (e) of Section 2032, the California
19 Transportation Commission shall adopt performance criteria,
20 consistent with the asset management plan required pursuant to
21 *Section* 14526.4 of the Government Code, to ensure efficient use
22 of the funds available for these purposes in the program.

23 (b) (1) Funds made available by the program shall be used for
24 projects that include, but are not limited to, the following:

25 (A) Road maintenance and rehabilitation.

26 (B) Safety projects.

27 (C) Railroad grade separations.

28 (D) Complete street components, including active transportation
29 purposes, pedestrian and bicycle safety projects, transit facilities,
30 and drainage and stormwater capture projects in conjunction with
31 any other allowable project.

32 (E) Traffic control devices.

33 (2) Funds made available by the program may also be used to
34 satisfy a match requirement in order to obtain state or federal funds
35 for projects authorized by this subdivision.

36 2031. The following revenues shall be deposited in the Road
37 Maintenance and Rehabilitation Account, which is hereby created
38 in the State Transportation Fund:

39 (a) Notwithstanding subdivision (b) of Section 2103, the portion
40 of the revenues in the Highway Users Tax Account attributable to

1 the increases in the motor vehicle fuel excise tax pursuant to
2 subparagraph (B) of paragraph (1) of subdivision (a) of Section
3 7360 of the Revenue and Taxation Code, as adjusted pursuant to
4 subdivision (c) of that section.

5 (b) The portion of revenues attributable to the increase in the
6 motor vehicle fuel excise tax pursuant to subparagraph (B) of
7 paragraph (1) of subdivision (a) of Section 7360 of the Revenue
8 and Taxation Code, as adjusted pursuant to subdivision (c) of that
9 section, and designated for the Road Maintenance and
10 Rehabilitation Account pursuant to paragraph (2) of subdivision
11 (b) of Section 8352.4 of, paragraph (2) of subdivision (b) of Section
12 8352.5 of, and subparagraph (B) paragraph (2) of subdivision (a)
13 of Section 8352.6 of, that code.

14 (c) The revenues from the increase in the vehicle registration
15 fee pursuant to Section 9250.3 of the Vehicle Code, as adjusted
16 pursuant to subdivision (b) of that section.

17 (d) The revenues from the increase in the vehicle registration
18 fee pursuant to Section 9250.6 of the Vehicle Code, as adjusted
19 pursuant to subdivision (b) of that section.

20 (e) The revenues deposited in the account pursuant to Section
21 183.1 of the Streets and Highways Code.

22 (f) Any other revenues designated for the program.

23 2031.5. Each fiscal year the annual Budget Act shall contain
24 an appropriation from the Road Maintenance and Rehabilitation
25 Account to the Controller for the costs of carrying out his or her
26 duties pursuant to this chapter and to the California Transportation
27 Commission for the costs of carrying out its duties pursuant to this
28 chapter and Section 14526.7 of the Government Code.

29 2032. (a) (1) After deducting the amounts appropriated in the
30 annual Budget Act, as provided in Section 2031.5, two hundred
31 million dollars (\$200,000,000) of the remaining revenues deposited
32 in the Road Maintenance and Rehabilitation Account shall be set
33 aside annually for counties that have sought and received voter
34 approval of taxes or that have imposed fees, including uniform
35 developer fees as defined by subdivision (b) of Section 8879.67
36 of the Government Code, which taxes or fees are dedicated solely
37 to transportation improvements. The Controller shall each month
38 set aside one-twelfth of this amount, to accumulate a total of two
39 hundred million dollars (\$200,000,000) in each fiscal year.

(2) Notwithstanding Section 13340 of the Government Code, the funds available under this subdivision in each fiscal year are hereby continuously appropriated for allocation to each eligible county and each city in the county for road maintenance and rehabilitation purposes pursuant to Section 2033.

(b) (1) After deducting the amounts appropriated in the annual Budget Act pursuant to Section 2031.5 and the amount allocated in subdivision (a), beginning in the 2017–18 fiscal year, eighty million dollars (\$80,000,000) of the remaining revenues shall be transferred annually to the State Highway Account for expenditure, upon appropriation by the Legislature, on the Active Transportation Program created pursuant to Chapter 8 (commencing with Section 2380) of Division 3 to be allocated by the California Transportation Commission pursuant to Section 2381.

(2) In addition to the funds transferred in paragraph (1), the department shall annually identify savings achieved through efficiencies implemented at the department. The department, through the annual budget process, shall propose, from the identified savings, an appropriation to be included in the annual Budget Act of up to seventy million dollars (\$70,000,000), but not to exceed the total annual identified savings, from the State Highway Account for expenditure on the Active Transportation Program.

(c) After deducting the amounts appropriated in the annual Budget Act pursuant to Section 2031.5, the amount allocated in subdivision (a) and the amount transferred in paragraph (1) of subdivision (b), in the 2017–18, 2018–19, 2019–20, and 2020–21 fiscal years, the sum of thirty million dollars (\$30,000,000) in each fiscal year from the remaining revenues shall be transferred to the Advance Mitigation Fund in the State Transportation Fund created pursuant to Section 21207 of the Public Resources Code.

(d) After deducting the amounts appropriated in the annual Budget Act pursuant to Section 2031.5, the amount allocated in subdivision (a), and the amounts transferred in paragraph (1) of subdivision (b) and in subdivision (c), beginning in the 2017–18 fiscal year and each fiscal year thereafter, and notwithstanding Section 13340 of the Government Code, there is hereby continuously appropriated to the California State University the sum of two million dollars (\$2,000,000) from the remaining revenues for the purpose of conducting transportation research and

1 transportation-related workforce education, training, and
2 development. Prior to the start of each fiscal year, the chairs of the
3 Assembly Committee on Transportation and the Senate Committee
4 on Transportation and Housing shall confer and set out a
5 recommended priority list of research components to be addressed
6 in the upcoming fiscal year.

7 (e) Notwithstanding Section 13340 of the Government Code,
8 the balance of the revenues deposited in the Road Maintenance
9 and Rehabilitation Account are hereby continuously appropriated
10 as follows:

11 (1) Fifty percent for allocation to the department for maintenance
12 of the state highway system or for purposes of the state highway
13 operation and protection program.

14 (2) Fifty percent for apportionment to cities and counties by the
15 Controller pursuant to the formula in clauses (i) and (ii) of
16 subparagraph (C) of paragraph (3) of subdivision (a) of Section
17 2103 for the purposes authorized by this chapter.

18 2033. (a) On or before January 1, 2018, the commission, in
19 cooperation with the department, transportation planning agencies,
20 county transportation commissions, and other local agencies, shall
21 develop guidelines for the allocation of funds pursuant to
22 subdivision (a) of Section 2032.

23 (b) The guidelines shall be the complete and full statement of
24 the policy, standards, and criteria that the commission intends to
25 use to determine how these funds will be allocated.

26 (c) The commission may amend the adopted guidelines after
27 conducting at least one public hearing.

28 2034. (a) (1) Prior to receiving an apportionment of funds
29 under the program pursuant to paragraph (2) of subdivision (e) of
30 Section 2032 from the Controller in a fiscal year, an eligible city
31 or county shall submit to the commission a list of projects proposed
32 to be funded with these funds pursuant to an adopted city or county
33 budget. All projects proposed to receive funding shall be included
34 in a city or county budget that is adopted by the applicable city
35 council or county board of supervisors at a regular public meeting.
36 The list of projects proposed to be funded with these funds shall
37 include a description and the location of each proposed project, a
38 proposed schedule for the project's completion, and the estimated
39 useful life of the improvement. The project list shall not limit the
40 flexibility of an eligible city or county to fund projects in

1 accordance with local needs and priorities so long as the projects
2 are consistent with subdivision (b) of Section 2030.

3 (2) The commission shall report to the Controller the cities and
4 counties that have submitted a list of projects as described in this
5 subdivision and that are therefore eligible to receive an
6 apportionment of funds under the program for the applicable fiscal
7 year. The Controller, upon receipt of the report, shall apportion
8 funds to eligible cities and counties.

9 (b) For each fiscal year, each city or county receiving an
10 apportionment of funds shall, upon expending program funds,
11 submit documentation to the commission that includes a description
12 and location of each completed project, the amount of funds
13 expended on the project, the completion date, and the estimated
14 useful life of the improvement.

15 2036. (a) Cities and counties shall maintain their existing
16 commitment of local funds for street, road, and highway purposes
17 in order to remain eligible for an allocation or apportionment of
18 funds pursuant to Section 2032.

19 (b) In order to receive an allocation or apportionment pursuant
20 to Section 2032, the city or county shall annually expend from its
21 general fund for street, road, and highway purposes an amount not
22 less than the annual average of its expenditures from its general
23 fund during the 2009–10, 2010–11, and 2011–12 fiscal years, as
24 reported to the Controller pursuant to Section 2151. For purposes
25 of this subdivision, in calculating a city's or county's annual
26 general fund expenditures and its average general fund expenditures
27 for the 2009–10, 2010–11, and 2011–12 fiscal years, any
28 unrestricted funds that the city or county may expend at its
29 discretion, including vehicle in-lieu tax revenues and revenues
30 from fines and forfeitures, expended for street, road, and highway
31 purposes shall be considered expenditures from the general fund.
32 One-time allocations that have been expended for street and
33 highway purposes, but which may not be available on an ongoing
34 basis, including revenue provided under the Teeter Plan Bond Law
35 of 1994 (Chapter 6.6 (commencing with Section 54773) of Part 1
36 of Division 2 of Title 5 of the Government Code), may not be
37 considered when calculating a city's or county's annual general
38 fund expenditures.

39 (c) For any city incorporated after July 1, 2009, the Controller
40 shall calculate an annual average expenditure for the period

1 between July 1, 2009, and December 31, 2015, inclusive, that the
2 city was incorporated.

3 (d) For purposes of subdivision (b), the Controller may request
4 fiscal data from cities and counties in addition to data provided
5 pursuant to Section 2151, for the 2009–10, 2010–11, and 2011–12
6 fiscal years. Each city and county shall furnish the data to the
7 Controller not later than 120 days after receiving the request. The
8 Controller may withhold payment to cities and counties that do
9 not comply with the request for information or that provide
10 incomplete data.

11 (e) The Controller may perform audits to ensure compliance
12 with subdivision (b) when deemed necessary. Any city or county
13 that has not complied with subdivision (b) shall reimburse the state
14 for the funds it received during that fiscal year. Any funds withheld
15 or returned as a result of a failure to comply with subdivision (b)
16 shall be reapportioned to the other counties and cities whose
17 expenditures are in compliance.

18 (f) If a city or county fails to comply with the requirements of
19 subdivision (b) in a particular fiscal year, the city or county may
20 expend during that fiscal year and the following fiscal year a total
21 amount that is not less than the total amount required to be
22 expended for those fiscal years for purposes of complying with
23 subdivision (b).

24 2037. A city or county may spend its apportionment of funds
25 under the program on transportation priorities other than those
26 allowable pursuant to this chapter if the city's or county's average
27 Pavement Condition Index meets or exceeds 80.

28 2038. (a) The department and local agencies, as a condition
29 of receiving funds from the program, shall adopt and implement
30 a program designed to promote and advance construction
31 employment and training opportunities through preapprenticeship
32 opportunities, either by the public agency itself or through
33 contractors engaged by the public agencies to do work funded in
34 whole or in part by funds made available by the program.

35 (b) The department and local agencies, as a condition of
36 receiving funds from the program, shall ensure the involvement
37 of the California Conservation Corps and certified community
38 conservation corps in the delivery of projects and services funded
39 in whole or in part by funds made available by the program.

SEC. 26. Section 2103.1 is added to the Streets and Highways Code, to read:

2103.1. (a) Notwithstanding Section 2103, the revenues transferred to the Highway Users Tax Account pursuant to Sections 8352.4, 8352.5, and 8352.6 of the Revenue and Taxation Code shall be distributed pursuant to the formula in paragraph (3) of subdivision (a) of Section 2103.

(b) Notwithstanding subdivision (b) of Section 2103, the portion of revenues in the Highway Users Tax Account attributable to the increases in the motor vehicle fuel excise tax pursuant to subparagraph (B) of paragraph (1) of subdivision (a) of Section 7360 of the Revenue and Taxation Code, as adjusted pursuant to subdivision (c) of that section, shall be transferred to the Road Maintenance and Rehabilitation Account pursuant to Section 2031.

(c) Notwithstanding subdivision (b) of Section 2103, the portion of revenues in the Highway Users Tax Account attributable to the increase in the diesel fuel excise tax pursuant to subdivision (b) of Section 60050 of the Revenue and Taxation Code, as adjusted pursuant to subdivision (c) of that section, shall be transferred to the Trade Corridors Improvement Fund pursuant to Section 2192.4.

SEC. 27. Section 2192 of the Streets and Highways Code is amended to read:

2192. (a) (1) The Trade Corridors Improvement Fund, created pursuant to subdivision (c) of Section 8879.23 of the Government Code, is hereby continued in existence to receive revenues from state sources other than the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006.

(2) Revenues apportioned to the state under Section 167 of Title 23 of the United States Code from the national highway freight program, pursuant to the federal Fixing America's Surface Transportation Act ("FAST Act," Public Law 114-94) shall be allocated for projects approved pursuant to this chapter.

(b) This chapter shall govern the expenditure of those state and federal revenues described in subdivision (a).

(c) The funding described in subdivision (a) shall be available upon appropriation for allocation by the California Transportation Commission for infrastructure improvements in this state on federally designated Trade Corridors of National and Regional Significance, on the Primary Freight Network, and along other corridors that have a high volume of freight movement, as

1 determined by the commission and as identified in the state freight
2 plan developed and adopted pursuant to Section 13978.8 of the
3 Government Code. In prioritizing the projects for funding, the
4 commission shall consult the California Sustainable Freight Action
5 Plan released in July 2016 pursuant to Executive Order B-32-15,
6 trade infrastructure and goods movement plans adopted by regional
7 transportation planning agencies, adopted regional transportation
8 plans required by state and federal law, and the applicable port
9 master plan. Eligible projects for the funding described in
10 subdivision (a) shall further the state's economic, environmental,
11 and public health objectives and goals for freight policy, as
12 articulated in the plans to be consulted pursuant to this subdivision.

13 Eligible projects are as follows:

14 (1) Highway, local road, and rail capital and capacity
15 improvements, rail landside access improvements, landside freight
16 access improvements to airports, seaports, and land ports, and
17 operational improvements to more efficiently accommodate the
18 movement of freight, particularly for ingress and egress to and
19 from the state's land ports of entry, rail terminals, and seaports,
20 including navigable inland waterways used to transport freight
21 between seaports, land ports of entry, and airports, and to relieve
22 traffic congestion along major trade or goods movement corridors.

23 (2) Freight rail system improvements to enhance the ability to
24 move goods from seaports, land ports of entry, and airports to
25 warehousing and distribution centers throughout California,
26 including projects that separate rail lines from highway or local
27 road traffic, improve freight rail mobility through mountainous
28 regions, relocate rail switching yards, and other projects that
29 improve the efficiency and capacity of the rail freight system.

30 (3) Infrastructure improvement projects to enhance the capacity
31 and efficiency of ports without having the effect of displacing
32 workers in port operations.

33 (4) Truck corridor and capital and operational improvements,
34 including, but not limited to, dedicated truck facilities or truck toll
35 facilities.

36 (5) Border capital and operational improvements that enhance
37 goods movement between California and Mexico and that
38 maximize the state's ability to access funds made available to the
39 state by federal law.

1 (6) Surface transportation and connector road capital and
2 operational improvements to effectively facilitate the movement
3 of goods, particularly for ingress and egress to and from the state's
4 land ports of entry, airports, and seaports, to relieve traffic
5 congestion along major trade or goods movement corridors.

6 (d) (1) In evaluating the program of projects to be funded with
7 funds described in paragraph (2) of subdivision (a), the commission
8 shall evaluate the total potential economic and noneconomic
9 benefits of the program of projects to California's economy,
10 environment, and public health. The commission shall consult with
11 the agencies identified in Executive Order B-32-15 and
12 metropolitan planning organizations in order to utilize the
13 appropriate models, techniques, and methods to develop the
14 parameters for evaluating the program of projects. The commission
15 shall allocate the funding described in paragraph (2) of subdivision
16 (a) for trade infrastructure improvements consistent with Section
17 8879.52 of the Government Code and the Trade Corridors
18 Improvement Fund (TCIF) Guidelines adopted by the commission
19 on November 27, 2007, or as amended by the commission, and in
20 a manner that (A) addresses the state's most urgent needs, (B)
21 balances the demands of various land ports of entry, seaports, and
22 airports, (C) provides reasonable geographic balance between the
23 state's regions, (D) places emphasis on projects that improve trade
24 corridor mobility and safety while reducing emissions of diesel
25 particulate and other pollutant emissions and reducing other
26 negative community impacts, and (E) makes a significant
27 contribution to the state's economy.

28 (2) The commission shall allocate the federal freight funding,
29 specifically, pursuant to the original TCIF Guidelines, as adopted
30 by the commission on November 27, 2007, and in the manner
31 described in (A) to (E), inclusive, of paragraph (1).

32 (A) One hundred fifty million dollars (\$150,000,000) shall be
33 dedicated exclusively to fund improvements to California's existing
34 or planned land ports of entry on the border with Mexico. The
35 department, in consultation with the San Diego Association of
36 Governments and the Imperial County Transportation Commission,
37 shall nominate a program of projects for funding allocations that
38 make border capital and operational improvements to enhance
39 goods movement between California and Mexico and contribute
40 to the reduction of emissions.

1 (B) Seventy million dollars (\$70,000,000) shall be dedicated
2 exclusively to fund projects for the elimination, alteration, or
3 improvement of hazardous railroad-highway grade crossings.
4 Projects shall be jointly nominated by the department and a regional
5 transportation agency.

6 (C) Three hundred sixty million dollars (\$360,000,000) shall
7 be available for projects nominated by regional transportation
8 agencies and other public agencies, including counties, cities, and
9 port authorities, in consultation with the department, and consistent
10 with corridor-based programming targets contained in the Trade
11 Corridors Investment Fund (TCIF) Guidelines adopted by the
12 commission on November 27, 2007, or as amended by the
13 commission, to provide reasonable geographic targets for funding
14 allocations without constraining what an agency may propose or
15 what the commission may approve. However, the San Diego
16 Association of Governments, the Imperial County Transportation
17 Commission, and other public agencies in San Diego and Imperial
18 Counties shall be excluded from nominating projects under this
19 subparagraph.

20 ~~(2)~~

21 (3) The commission shall proportionately adjust the amounts
22 in subparagraphs (A), (B), and (C) of paragraph (1) if the amount
23 of funds described in paragraph (2) of subdivision (a) is less than
24 or greater than five hundred eighty million dollars (\$580,000,000).

25 ~~(3)~~

26 (4) The commission shall adopt guidelines to allocate the
27 funding described in subdivision (a) for trade infrastructure
28 improvements in a manner that (A) addresses the state's most
29 urgent needs, (B) balances the demands of various land ports of
30 entry, seaports, and airports, (C) provides reasonable geographic
31 balance between the state's regions, (D) places emphasis on
32 projects that improve trade corridor mobility and safety while
33 reducing emissions of diesel particulates, greenhouse gases, and
34 other pollutants and reducing other negative community impacts,
35 and (E) makes a significant contribution to the state's economy.
36 The commission shall adopt any amendments to the 2007
37 guidelines on or before April 1, 2017.

38 ~~(4)~~

1 (5) In adopting amended guidelines, and developing and
2 adopting the program of projects, the commission shall do all of
3 the following:

4 (A) Accept nominations for projects to be included in the
5 program of projects from regional and local transportation agencies
6 and the department.

7 (B) Recognize the key role of the state in project identification
8 and support integrating statewide goods movement priorities into
9 the corridor approach.

10 (C) Give the highest priority for funding allocations to projects
11 jointly nominated by the department and a regional or other public
12 agency.

13 ~~(5)~~

14 (6) In addition, the commission shall also consider the following
15 factors when allocating funds under this section:

16 (A) “Velocity,” which means the speed by which large cargo
17 would travel from the land port of entry or seaport through the
18 distribution system.

19 (B) “Throughput,” which means the volume of cargo that would
20 move from the land port of entry or seaport through the distribution
21 system.

22 (C) “Reliability,” which means a reasonably consistent and
23 predictable amount of time for cargo to travel from one point to
24 another on any given day or at any given time in California.

25 (D) “Congestion reduction,” which means the reduction in
26 recurrent daily hours of delay to be achieved.

27 SEC. 28. Section 2192.2 of the Streets and Highways Code is
28 amended to read:

29 2192.2. The commission shall allocate funds made available
30 by this chapter to projects that have identified and committed
31 supplemental funding from appropriate local, federal, or private
32 sources. The commission shall determine the appropriate amount
33 of supplemental funding each project should have to be eligible
34 for moneys based on a project-by-project review and an assessment
35 of the project’s benefit to the state and the program. Funded
36 improvements shall have supplemental funding that is at least equal
37 to the amount of the contribution under this chapter. The
38 commission may give priority for funding to projects with higher
39 levels of committed supplemental funding.

1 SEC. 29. Section 2192.4 is added to the Streets and Highways
2 Code, to read:

3 2192.4. The portion of the revenues in the Highway Users Tax
4 Account attributable to the increase in the diesel fuel excise tax
5 pursuant to subdivision (b) of Section 60050 of the Revenue and
6 Taxation Code, as adjusted pursuant to subdivision (c) of that
7 section, shall be transferred to the Trade Corridors Improvement
8 Fund.

9 SEC. 30. Section 9250.3 is added to the Vehicle Code, to read:

10 9250.3. (a) In addition to any other fees specified in this code
11 or the Revenue and Taxation Code, commencing October 1, 2017,
12 a registration fee of thirty-eight dollars (\$38) shall be paid to the
13 department for registration or renewal of registration of every
14 vehicle subject to registration under this code, except those vehicles
15 that are expressly exempted under this code from payment of
16 registration fees.

17 (b) Beginning October 1, 2020, and every third year thereafter,
18 the Department of Motor Vehicles shall adjust the fee imposed
19 under this section for inflation in an amount equal to the change
20 in the California Consumer Price Index for the prior three-year
21 period, as calculated by the Department of Finance, with amounts
22 equal to or greater than fifty cents (\$0.50) rounded to the next
23 highest whole dollar.

24 (c) Revenues from the fee, after the deduction of the
25 department's administrative costs related to this section, shall be
26 deposited in the Road Maintenance and Rehabilitation Account
27 created pursuant to Section 2031 of the Streets and Highways
28 Code.

29 SEC. 31. Section 9250.6 is added to the Vehicle Code, to read:

30 9250.6. (a) In addition to any other fees specified in this code,
31 or the Revenue and Taxation Code, commencing October 1, 2017,
32 a registration fee of one hundred dollars (\$100) shall be paid to
33 the department for registration or renewal of registration of every
34 zero-emission motor vehicle subject to registration under this code,
35 except those motor vehicles that are expressly exempted under
36 this code from payment of registration fees.

37 (b) Beginning October 1, 2020, and every third year thereafter,
38 the Department of Motor Vehicles shall adjust the fee imposed
39 under this section for inflation in an amount equal to the change
40 in the California Consumer Price Index for the prior three-year

1 period, as calculated by the Department of Finance, with amounts
2 equal to or greater than fifty cents (\$0.50) rounded to the next
3 highest whole dollar.

4 (c) Revenues from the fee, after deduction of the department's
5 administrative costs related to this section, shall be deposited in
6 the Road Maintenance and Rehabilitation Account created pursuant
7 to Section 2031 of the Streets and Highways Code.

8 (d) This section does not apply to a commercial motor vehicle
9 subject to Section 9400.1.

10 (e) The registration fee required pursuant to this section does
11 not apply to the initial registration after the purchase of a new
12 zero-emission motor vehicle.

13 (f) For purposes of this section, "zero-emission motor vehicle"
14 means a motor vehicle as described in subdivisions (c) and (d) of
15 Section 44258 of the Health and Safety Code, or any other motor
16 vehicle that is able to operate on any fuel other than gasoline or
17 diesel fuel.

18 SEC. 32. Section 9400.5 is added to the Vehicle Code, to read:

19 9400.5. (a) Notwithstanding Sections 9400.1, 9400.4, and
20 42205 of this code, Sections 16773 and 16965 of the Government
21 Code, Section 2103 of the Streets and Highways Code, or any
22 other law, weight fee revenues shall only be transferred consistent
23 with the schedule provided in subdivision (b) from the State
24 Highway Account to the Transportation Debt Service Fund, the
25 Transportation Bond Direct Payment Account, or any other fund
26 or account for the purpose of payment of the debt service on
27 transportation general obligation bonds and shall not be loaned to
28 the General Fund.

29 (b) (1) The transfer of weight fee revenues, after deduction of
30 collection costs, from the State Highway Account pursuant to
31 subdivision (a) shall not exceed:

32 (A) Ninety percent of the total weight fees in the 2017–18 fiscal
33 year.

34 (B) Eighty percent of the total weight fees in the 2018–19 fiscal
35 year.

36 (C) Seventy percent of the total weight fees in the 2019–20
37 fiscal year.

38 (D) Sixty percent of the total weight fees in the 2020–21 fiscal
39 year.

1 (E) Fifty percent of the total weight fees in 2021–22 and
2 subsequent fiscal years.

3 (2) The California Transportation Commission, on or before
4 January 1, 2018, shall recommend a course of action to the
5 Legislature and the Governor that would provide for the portion
6 of weight fees described in subparagraph (E) of paragraph (1) to
7 be retained in the State Highway Account or transferred to the
8 Road Maintenance and Rehabilitation Account created pursuant
9 to Section 2031.

10 SEC. 33. The increases in tax rates in Sections 6051.8, 6201.8,
11 7360, and 60050 of the Revenue and Taxation Code, as amended
12 by this act, shall become effective on July 1, 2017.

13 SEC. 34. This act is an urgency statute necessary for the
14 immediate preservation of the public peace, health, or safety within
15 the meaning of Article IV of the Constitution and shall go into
16 immediate effect. The facts constituting the necessity are:

17 In order to provide additional funding for road maintenance and
18 rehabilitation purposes as quickly as possible, it is necessary for
19 this act to take effect immediately.

O



San Benito County Board of Supervisors

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Mark Medina
District 1

Anthony Botelho
District 2

Robert Rivas
District 3

Jerry Muenzer
District 4

Jaime De La Cruz
District 5

March 14, 2017

Dear Honorable California Senators:

San Benito County, like many counties throughout California, could greatly use assistance from the State level in repairing local roads. San Benito County has seen tremendous growth over the last several years, which has led to a substantial increase in vehicle traffic. This increase in traffic has further exacerbated the problem of rapidly aging roadways. San Benito County is also largely an agricultural community. This business is great for the community necessitates that many large tractor-trailers be driven on our roadways.

State funding for the repair of our roadways would go a long way to helping our county solve the infrastructure problem it faces. County roads have, and will continue to be, one of the greatest concerns of San Benito Constituents. Without proper roads it is difficult for the County to attract new business and to keep existing businesses here. Most importantly, not having proper roadways makes every California constituent less safe.

For the forgoing reasons the San Benito County Board of Supervisors supports California Senate Bill 1.

Respectfully submitted on behalf of the San Benito County Board of Supervisors,

Jaime De La Cruz
Chair



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 22.

MEETING DATE: 3/14/2017

DEPARTMENT: COUNTY ADMINISTRATION OFFICE

DEPT HEAD/DIRECTOR: Ray Espinosa

AGENDA ITEM PREPARER: Melinda Casillas

SBC DEPT FILE NUMBER: 119

SUBJECT:

COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Receive 2nd Quarter Fiscal Report for FY 16/17.

SBC FILE NUMBER: 119

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

The 2nd Quarter Fiscal Report for FY 16/17 will be presented.

This report will reflect the status of the Approved FY 16/17 Budget as of December 31, 2016.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:**STAFF RECOMMENDATION:**

Receive, discuss, and accept the 2nd quarter FY 16/17 fiscal report.

ADDITIONAL PERSONNEL:**ATTACHMENTS:**

Description	Upload Date	Type
2nd Quarter Fiscal Update	3/8/2017	Cover Memo

COUNTY OF SAN BENITO GENERAL FUND

FISCAL UPDATE

2ND QUARTER

FY 2016/2017

**SALARY & BENEFITS
DECEMBER 31, 2016
TARGET RANGE = 50%**

DEPARTMENT / ITEM 8	%	\$	OVERALL
OVERTIME:			
SHERIFF-OPERATIONS	89%	\$133,551	47%
SHERIFF-GRANTS CRIME/RURAL	391%	\$19,565	55%
JAIL	62%	\$107,659	47%
ALL SHERIFF/JAIL DIVISIONS TOTAL S&B			47%
CLERK/RECORDER/ELECTIONS (TEMPORARY & OVERTIME) ***	68%	\$42,431	47%
JUVENILE HALL (TEMPORARY & OVERTIME)	110%	\$77,284	46%
ALL OTHERS	72%	\$16,846	42%
OVERALL SALARIES & BENEFITS			44%
AMOUNT TO VACANCY BUDGETING			
1 ST QUARTER	39%	\$525,000	
2 ND QUARTER	35%	\$570,000	
TOTAL			81%

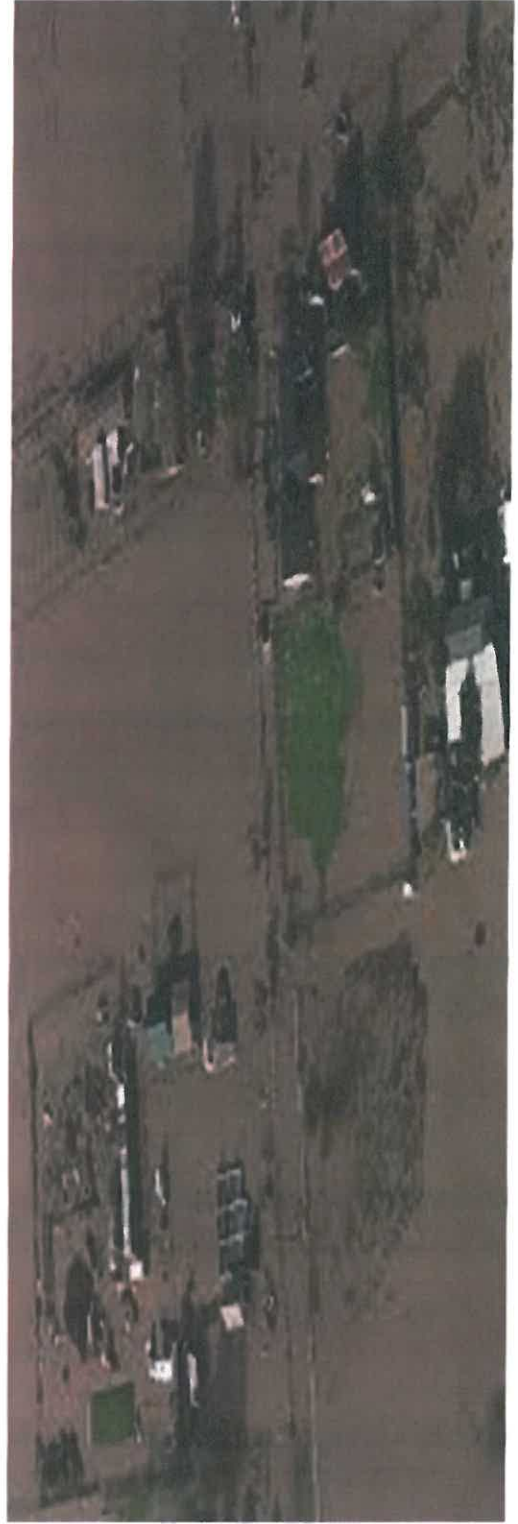
OTHER BUDGETED ITEMS

POSTED AS OF 02/28/17

DESCRIPTION	YTD	TARGET
SERVICES & SUPPLIES	43%	50%
OTHER SUPPORT	36%	50%
FIXED ASSETS	14%	50%

STORMS OF 2017

- Payroll Hours
- Expenses



FIXED ASSETS/CAPITAL IMPROVEMENTS

FY 16/17

STATUS

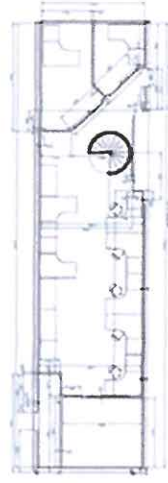
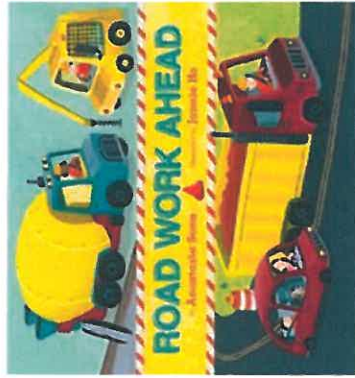


EXHIBIT A

GENERAL FUND DEPARTMENTAL REVENUES AND EXPENDITURES BY FUNCTIONAL AREA
FY 16/17
As of DECEMBER 31, 2016

Budget Unit by Functional Area		2016-2017 Budgeted Revenue	Amount Received 12/31/2016	Percentage of Total Budget	2016-2017 Budgeted Expenditures	Amount Expended 12/31/2016	Percentage of Total Budget
50%							
50%							
<u>GENERAL GOVERNMENT</u>							
101.10.1000	Board of Supervisors	0	0		536,181	254,917	48%
101.15.1005	Clerk of the Board	2,000	1,170		298,940	80,984	27%
101.15.1010	Administration	642,562	321,281		917,215	379,954	41%
101.15.1065	Information Technology	304,320	152,386		664,035	199,686	30%
101.15.1075	Geographical Info Syst	74,692	11,564		169,980	70,523	41%
101.25.1210	County Counsel	608,250	312,493		901,500	298,900	33%
101.20.1145	Auditor	1,435,996	703,953		1,435,749	540,995	38%
101.30.1155	Treasurer	345,124	930		345,124	170,168	49%
101.35.1170	Assessor	602,070	342,794		2,018,504	870,056	43%
101.30.1160	Tax Collector	184,674	54,238		436,711	138,183	32%
101.15.1080	Human Resources	440,712	220,356		647,985	220,471	34%
101.20.1115	General Elections	189,000	9,576		519,636	341,516	66%
101.70.1290	Building & Grounds	0	337,155	#DIV/0!	945,285	230,902	24%
101.15.1015	Non-Depart Expenditures	0	0		4,704,183	455,036	10%
101.15.1020	Non-Depart Revenues	26,143,241	11,578,300		0	0	0%
101.20.1140	Risk Management	901,791	0		1,039,262	25,000	2%
Total General Government		31,874,432	14,046,195	44%	15,580,290	4,277,291	27%

Gen Fund - 1

EXHIBIT A

As of DECEMBER 31, 2016

Budget Unit by Functional Area			2016-2017 Budgeted Revenue	Amount Received 12/31/2016	Percentage of Total Budget	50%	2016-2017 Budgeted Expenditures	Amount Expended 12/31/2016	Percentage of Total Budget	50%
PUBLIC PROTECTION										
101.15.1025	Grand Jury		0	0		N/A	27,073	3,037	11%	
101.45.1205	District Attorney		259,595	27,111		10%	1,611,918	782,824	49%	
101.15.1030	Public Defender		15,000	1,029		7%	1,111,748	371,625	33%	
101.40.1175	Sheriff Operations		2,015,195	640,885		32%	6,306,419	2,761,777	44%	
101.40.1180	Communications		220,965	0		0%	600,645	265,874	44%	
101.40.1185	UNET		277,346	0		0%	276,893	155,445	56%	
101.40.1190	Ag & Rural Crimes Grant		379,614	0		0%	368,516	207,139	56%	
101.40.1195	Corrections- JAIL		561,473	156,808		28%	5,758,772	2,719,898	47%	
101.50.1215	Probation		1,607,646	562,371		35%	2,957,699	1,301,502	44%	
101.50.1220	Juvenile Detention Facility		101,215	450		0%	1,640,774	739,352	45%	
101.50.1225	Gang Prevention		162,391	0		0%	225,960	60,992	27%	
101.60.1250	Ag Commissioner		835,900	420,691		50%	958,026	463,123	48%	
101.70.1295	Admin & Engineering		314,750	99,592		32%	1,419,722	457,474	32%	
101.20.1120	County Clerk		38,000	23,436		62%	170,872	81,437	48%	
101.20.1125	Recorder		944,970	220,461		23%	944,970	310,940	33%	
101.40.1200	Coroner		1,800	700		39%	90,120	25,631	28%	
101.30.1165	Public Administrator		3,000	262		9%	20,954	11,456	55%	
101.15.1045	Office of Emerg Serv		414,997	106,835		26%	546,669	195,234	36%	
101.65.1265	Planning & Building		1,252,870	472,054		38%	1,999,388	806,260	40%	
101.15.1050	Animal Control		0	0		N/A	268,497	7,749	3%	
101.65.1270	Housing & Econ Dev		300,000	0		N/A	344,723	30,416	9%	
101.65.1275	Abandoned Vehicle		0	0		N/A	2,373	187	8%	
101.65.1280	General Plan Update		0	0		N/A	57,474	281	0%	
101.65.1285	Land Development		872,000	82,815		9%	938,956	173,298	18%	
Public Protection			10,578,727	2,815,499		27%	28,649,161	11,932,948		42%

EXHIBIT A

As of DECEMBER 31, 2016

Budget Unit by Functional Area	2016-2017 Budgeted Revenue	Amount Received 12/31/2016	Percentage of Total Budget	2016-2017 Budgeted Expenditures	Amount Expended 12/31/2016	Percentage of Total Budget	50%
							50%
<u>PUBLIC ASSISTANCE</u>							
101.15.1095 General Relief	75,500	17,752		135,000	153,605	114%	
101.15.1100 Community Programs		0		120,000	115,000	96%	
101.80.1310 Veterans Services	30,000	29,899	100%	92,502	21,285	23%	
Total Public Assistance	105,500	47,651	45%	347,502	289,890	83%	
<u>HEALTH AND SANITATION</u>							
101.15.1055 CMSP	0	0		0	0	0%	
Total Health and Sanitation	0	0	0	0	0	0%	
<u>EDUCATION</u>							
101.55.1235 Library	92,655	35,141		934,466	428,612	46%	
101.15.1085 Office of Education	0	0		26,300	0	0%	
101.15.1100 UC Coop Extension	0	0		71,716	34,106	48%	
Total Education	92,655	35,141	38%	1,032,482	462,718	45%	
<u>RECREATION</u>							
101.70.1300 Vets Park	14,000	11,475	82%	77,393	28,731	37%	
101.70.1305 Parks	38,000	7,070	19%	73,867	25,081	34%	
Total Recreation	52,000	18,545	36%	151,260	53,812	36%	
<u>DEBT SERVICES</u>							
101.20.1135 Debt Service	0	0	n/a	0	0	n/a	
Total Debt Service	0	0	0%	0	0	0%	

EXHIBIT A

As of DECEMBER 31, 2016

Budget Unit by Functional Area	2016-2017 Budgeted Revenue	Amount Received 12/31/2016	Percentage of Total Budget	50%	
				2016-2017 Budgeted Expenditures	Amount Expended 12/31/2016
					Percentage of Total Budget
					50%
TOTAL GENERAL FUND	42,703,314	16,963,032	40%	45,760,695	17,016,659
					37%
	699,113	292,572.91	COG	699,113	297,354
	4,034,381	-	CONTINGENCIES	977,000	3,304
	47,436,808	17,255,605		47,436,808	17,317,317
✓					
	\$ 1,000,000.00	Fixed Assets			
	\$ 1,500,000.00	Usual FB Amount			
	\$ 500,000.00	IT & Safety			
	\$ 500,000.00	General Contingencies			
	\$ 534,381.00	Labor & Misc			
	\$ 4,034,381.00				
		2% COLA moved to July			
		3 Unfunded Positions			
		Cienga Road Trust			

EXHIBIT A

As of DECEMBER 31, 2016

Budget Unit by Functional Area	50%		50%		50%	
	2016-2017 Budgeted Revenue	Amount Received 12/31/2016	Percentage of Total Budget	2016-2017 Budgeted Expenditures	Amount Expended 12/31/2016	Percentage of Total Budget
	43,402,427	17,255,145		47,436,808	17,313,996	
	(4,034,381)	(460)		-	(3,321)	

just invoiced agencies

detail available

EXHIBIT B

REVENUE AND EXPENDITURE TOTALS OTHER FUNDS

FY 16/17

As of DECEMBER 31, 2016

Budget Unit by Functional Area	2016-2017 Budgeted Revenue	Amount Received 12/31/2016	50%		2016-2017 Budgeted Expenditures	50%	
			Percentage of Total Budget	Amount		Percentage of Total Budget	Amount
OTHER FUNDS							
210 Public Works Road Maint	2,665,218	982,490	37%		2,665,218	33%	872,725
221 Human Services	23,707,345	11,174,769	47%		23,707,345	30%	7,208,307
222 IHSS/Public Authority	362,898	167,707	46%		362,898	45%	164,029
224 Health	4,547,071	1,537,106	34%		4,547,071	28%	1,292,823
227 EMS	385,148	238,670	62%		385,148	30%	115,032
228 Mental Health	8,465,284	2,371,765	28%		8,465,284	26%	2,160,313
229 Child Support	1,698,099	723,995	43%		1,698,099	43%	723,995
230 Substance Abuse	1,589,587	315,314	20%		1,589,587	33%	523,567
240 CSWD	5,589,944	787,739	14%		5,589,944	15%	825,879
251 Victim Witness	293,927	6,417	2%		293,927	31%	91,378
256 Migrant Center	386,057	121,741	32%		386,057	47%	182,387
260 Fire Protection	1,293,746	560,926	43%		1,293,746	25%	324,540
263 Fish & Game	500	34	7%		500	0%	0
261 Mosquito Abatement	223,837	112,277	50%		223,837	43%	96,625
270 CSA Internal Service Fund	1,700,101	500,132	29%		1,700,101	10%	162,778
226 Regional Agency	455,874	64,983	14%		455,874	22%	100,372
301 Integrated Waste	2,711,005	248,486	9%		2,711,005	3%	70,816
TOTAL OTHER FUNDS	56,075,641	19,914,552	36%		56,075,641	27%	14,915,566

2102-xxx PW-Roads & Bridges Capital	59,295,000	129,621	0%		59,295,000	0%	180,546
300 Capital Outlay	31,744,730	0	0%		31,744,730	0%	139,851

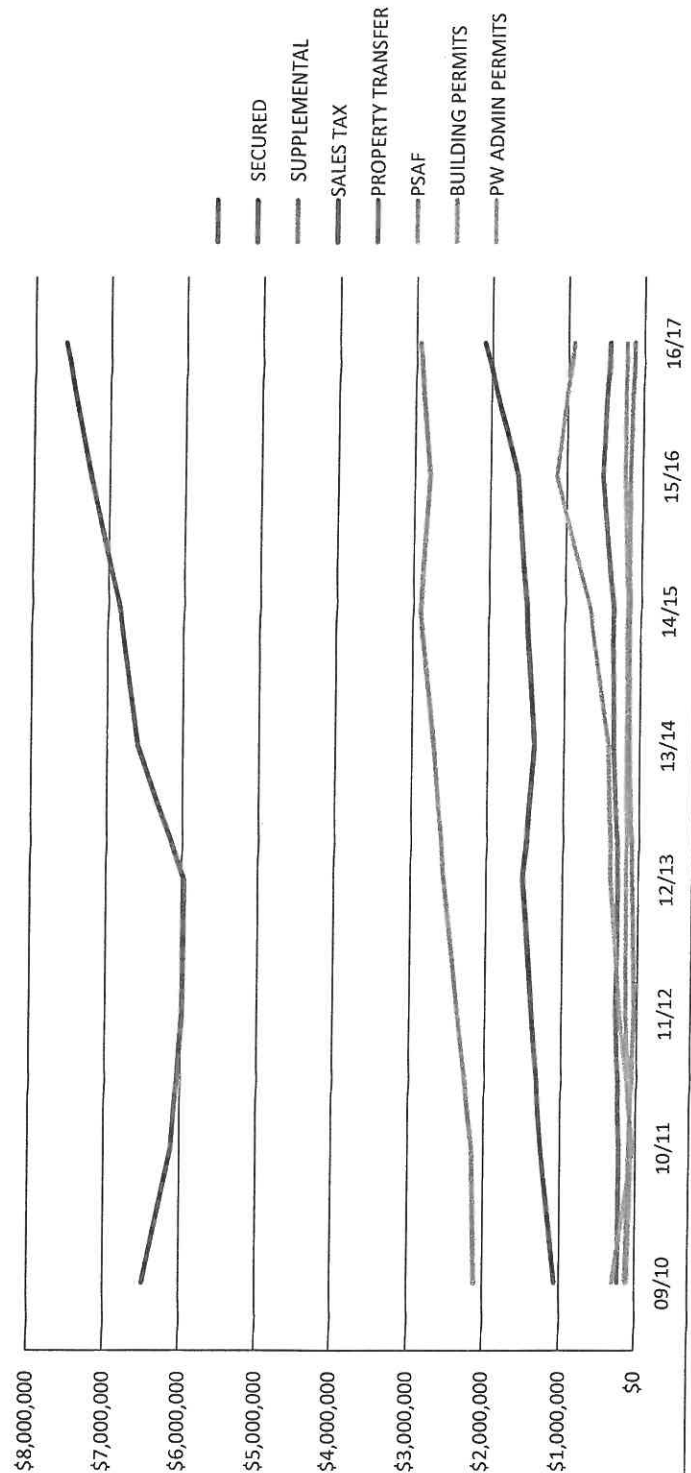
COUNTY OF SANBENITO
GENERAL FUND
GENERAL REVENUES - BU #185
AS OF DECEMBER 31, 2016

OBJECT	DESCRIPTION	FY 16/17 ADOPTED	FY 16/17 ACTUAL	% RECEIVED	
511201	Property Taxes - Current Secured	7,600,000	4,324,171	57%	
511202	Property Taxes - Current Unsecured	400,000	426,395	107%	
511301	Property Taxes - Prior Unsecured	2,500	4,543	182%	
511302	Property Taxes - Supplemental	125,000	-	0%	NOT YET
511401	Property Taxes - Prior Supplemental	-	-		
511726	ABX1-26 Sales of Assets RDA	-	-		
512001	Property Taxes In Lieu of VLF	5,125,000	2,940,207	57%	
512011	Sales & Use Tax	2,100,000	1,249,392	59%	
512201	In-Lieu Sales Tax	-	-		
512301	Property Transfer Tax	450,000	307,384	68%	
513501	Transient Occupancy Tax	100,000	33,576	34%	
512401	Aircraft Tax	50,000	47,200	94%	
512402	Livestock Tax	-	-		
521502	Franchise Fees - Utilities & Cable TV	340,000	22,421	7%	
521601	Franchise Fees - Refuse Service	115,000	87,983	77%	
531002	Traffic School	120,000	45,160	38%	
531003	VC School Fees	25,000	11,032	44%	
531501	Court Fines	50,000	21,763	44%	
531502	PC1464	85,000	39,377	46%	
531504	Parking Violations	5,500	10,274	187%	
531507	Base Fine County Portion	175,000	66,044	38%	
531601	Penalties on Delinquent Taxes	600,000	18,867	3%	
541001	Interest - Bank Earnings	75,000	51,070	68%	
	Interest - Misc Items				
542001	Rent Real Estate	20,000	18,000	90%	
550111	Motor Vehicle License Fees 18.75%	20,000	21,183	106%	
550204	State Aid-Pub Safety (Prop 172)	2,950,000	1,631,299	55%	
550901	St Aid-Homeowners Prop Tax Relief	65,000	51,704	80%	
550902	State Aid - Open Space Subvention	-	-		
551001	SB 90	150,000	-	0%	
551401	Misc State Revenue	-	-		
555901	Federal Aid In-Lieu Taxes	240,000	-	0%	
561001	Tax Admin Fees SB 2557	-	-		
570002	Misc Other	2,000,000	-		
570010	Charges for Services - Misc.	155,000	60,647	39%	
570010	Prior Year Revenues	-	-		
570013	Cash Short/Over	-	-		
	VACANCY BUDGETING				
580001	Cost Plan - A87 Charges	1,350,050	525,000	39%	
590000	Trust Transfer	141,325	-	0%	
		1,508,866	-	0%	
	TOTAL	26,143,241	12,014,688	46%	

ADDING ANOTHER \$570,000 FOR 2ND QUARTER = 81%
 1ST QTR, AND POSTED IN MAINT BUDGET
 EOY
 TEETER \$2M
 OTHERS \$1.5M

	ACTUAL 09/10	ACTUAL 10/11	ACTUAL 11/12	ACTUAL 12/13	ACTUAL 13/14	ACTUAL 14/15	ACTUAL 15/16	BUDGETED 16/17
PROPERTY TAXES								
SECURED	6,487,062	6,113,842	5,981,058	5,967,144	6,595,841	6,840,671	7,250,402	7,600,000
SUPPLEMENTAL	121,650	87,975	40,145	80,820	135,931	149,533	164,069	125,000
SALES TAX	1,067,883	1,258,710	1,391,853	1,517,488	1,390,428	1,500,211	1,641,346	2,100,000
PROPERTY TRANSFER	225,373	219,143	282,144	268,469	342,445	365,065	524,931	450,000
PSAF	2,111,395	2,155,222	2,366,123	2,564,470	2,716,623	2,909,242	2,803,936	2,950,000
BUILDING PERMITS	296,183	36,576	235,746	367,325	413,528	670,901	1,141,908	925,000
PW ADMIN PERMITS	101,249	59,937	149,210	158,026	170,849	175,684	233,850	234,500
	10,410,795	9,931,405	10,446,279	10,923,742	11,765,645	12,611,307	13,760,442	14,384,500
INCREASE/(DECREASE OVER PRIOR YEAR		-4.60%	5.18%	4.57%	7.71%	7.19%	9.11%	4.54%

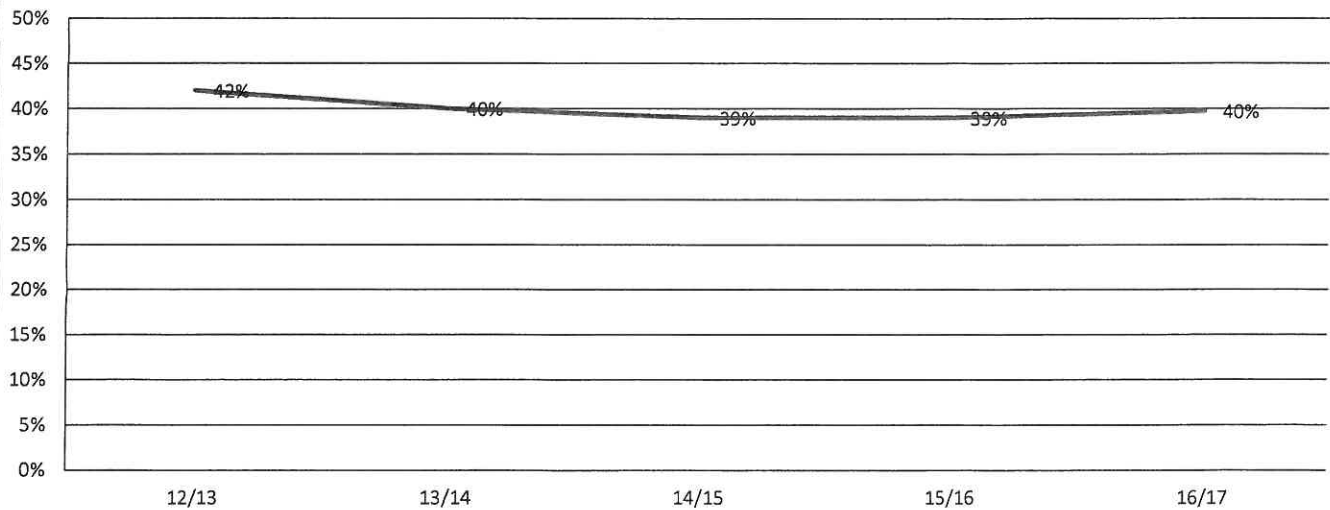
COUNTY OF SAN BENITO ECONOMIC FACTORS TREND FY 09/10 - FY 16/17 (BUDGETED)



COUNTY OF SAN BENITO
REVENUES RECEIVED
THROUGH 01/31//XX
5 YEAR HISTORY

FUND	DESCRIPTION	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	5 YR AVG	CURRENT	ABOVE 5 YR AVG
101	GENERAL FUND	36%	42%	40%	39%	39%	40%	39%	40%	X
210	ROAD FUND	43%	38%	39%	52%	36%	37%	42%	37%	
221	H S A FUND	55%	46%	60%	64%	48%	47%	55%	47%	
222	PUBLIC AUTHORITY	32%	12%	48%	3%	11%	46%	21%	46%	X
224	PUBLIC HEALTH FUND	26%	37%	59%	49%	30%	34%	40%	34%	
240	CSWD FUND	33%	25%	27%	39%	22%	14%	29%	14%	
227	EMS FUND	48%	49%	47%	52%	60%	62%	51%	62%	X
256	MIGRANT CENTER FUND	33%	38%	0%	19%	22%	32%	22%	32%	X
228	MENTAL HEALTH FUND	22%	19%	18%	22%	28%	28%	22%	28%	X
230	SUBSTANCE ABUSE FUND	54%	22%	31%	14%	18%	20%	28%	20%	
229	CHILD SUPPORT FUND	50%	44%	33%	54%	0%	43%	36%	43%	X
251	VICTIM WITNESS FUND	27%	25%	26%	21%	14%	2%	23%	2%	
260	FIRE CONTRACT	40%	59%	43%	42%	44%	43%	46%	43%	
263	FISH & GAME	63%	31%	13%	10%	45%	7%	32%	7%	
261	MOSQUITO	52%	52%	48%	53%	53%	50%	52%	50%	
301	IWM/RA	46%	48%	55%	93%	80%	10%	64%	10%	

COUNTY OF SAN BENITO - GENERAL FUND
% OF REVENUES RECEIVED AT MID-YEAR POINT
5 YEARS



COUNTY OF SAN BENITO
FIXED ASSETS
FISCAL YEAR 2016-2017

FUND	BU	BUDGET UNIT TITLE / DEPARTMENT HEAD / FIXED ASSET DESCRIPTION	APPROVED	FUNDING SOURCES		STATUS 03/2017
				General Fund	Trust & Other Funds	
101	1000	BOARD OF SUPERVISORS BOS Improvements	\$ -	\$ 7,500	\$ -	IN PROCESS
101	1005	CLERK OF THE BOARD Records Retention Policy Scanner	\$ - \$ - \$ -	\$ 20,000 20,000 20,000	\$ - \$ - \$ -	IN PROCESS RE BUDGET
101	1010	COUNTY ADMINISTRATIVE OFFICER Furniture & Equipment	\$ -	\$ 10,000	\$ -	COMPLETED
101	1075	GEOGRAPHIC INFORMATION SYSTEMS Plotter	\$ -	\$ 3,000	\$ -	COMPLETED
101	1145	AUDITOR Scanner	\$ -	\$ 7,100		
101	1115	CLERK /RECORDER /ELECTIONS Computers - Elections	\$ -	\$ 3,000		
101	1170	ASSESSOR Scanner	\$ -	\$ -	\$ 2,000	COMPLETED
101	1160	TAX COLLECTOR Payment Processing System	\$ -	\$ 50,000		COMPLETED
101	1175	SHERIFF Vehicle Cameras Body Cameras Server Livescan RMS System	\$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ 65,500 43,500 109,000	\$ - 100,000 100,000 30,370 320,000 550,370	IN PROCESS IN PROCESS COMPLETED IN PROCESS
101	1190	GRANTS Cameras	\$ -	\$ 18,000	\$ -	

COUNTY OF SAN BENITO
FIXED ASSETS
FISCAL YEAR 2016-2017

FUND	BU	BUDGET UNIT TITLE / DEPARTMENT HEAD / FIXED ASSET DESCRIPTION	APPROVED	FUNDING SOURCES		STATUS 03/2017	
				General Fund	Trust & Other Funds		
101	1195	JAIL Van Camera Upgrade for Jail Expansion	\$ - \$ - \$ -	\$ 54,000 \$ 53,000 \$ 107,000	-	COMPLETED	
101	1215	PROBATION Vehicle	\$ -	\$ 40,000			
101	1265	PLANNING Vehicle	\$ -	\$ 32,000			RE BUDGET
101	1295	PUBLIC WORKS Scanner	\$ -	\$ 27,500			
101	1290	MAINTENANCE Vehicle Building Maintenance/ Repairs	\$ - \$ - \$ -	\$ 26,000 \$ 100,000 \$ 126,000	-	IN PROCESS ON GOING	
101	1250	AG COMMISSIONER Vehicle	\$ -	\$ 32,000			PURCHASED
101	1110	AG EXTENSION Vehicle	\$ -	\$ 21,000			
210	2101	ROAD FUND Trucks (5) Brush Hog Fuel Scrubber Side by Side Honda Pioneer w/Slide in Sprayer Unit Trailer & Bathroom Units Rock Plover (5)			\$ 250,000 \$ 15,000 \$ 5,000 \$ 25,000 \$ 35,000 \$ 37,500		
221	2285	HUMAN SERVICES AGENCY Computer (15) - Replacements Vehicle Leases (6) - Annual Payment	\$ - \$ - \$ -	\$ - \$ - \$ -	\$ 367,500 \$ 35,000 \$ 35,000		

COUNTY OF SAN BENITO
FIXED ASSETS
FISCAL YEAR 2016-2017

FUND	BU	BUDGET UNIT TITLE / DEPARTMENT HEAD / FIXED ASSET DESCRIPTION	APPROVED	General Fund	Trust & Other Funds	STATUS 03/2017
224	2370	PUBLIC HEALTH FUND Vehicle Lease	\$ -		\$ 7,200	
226	3810	REGIONAL AGENCY FUND			\$ 13,580	
301	3800	INTEGRATED WASTE MANAGEMENT Vehicle	\$ -	\$ -	\$ 54,319	
228	2520	MENTAL HEALTH Vehicles	\$ -		\$ 67,899	
260	3040	FIRE CONTRACT FUND Engine Repair	\$ -	\$ 30,000	\$ 35,000	COMPLETED
210	2000	ROAD IMPROVEMENTS/INFRASTRUCTURE - CIP Limekiln Road Bridge Replacement Hospital Road Bridge John Smith Realignment at Fairview Intersection Anzar Road Bridge Union Road Bridge Replacement Panoche Road Bridge Replacement Bridge Preventive Maintenance Program Rocks Road Bridge Replacement Rosa Morada Bridge Replacement Dooling Road Bridge Replacement Fairview Road Bridge Replacement @ Los Viboras Guard Rail Improvements - Shore Road Y Road Bridge San Felipe Road Bridge @ Santa Ana Creek	\$ - - - - - - - - - - REMOVED N/A REMOVED N/A		\$ 2,000,000 25,000,000 2,200,000 1,550,000 20,000,000 2,385,000 2,500,000 1,410,000 REMOVED 2,000,000 N/A 250,000 REMOVED N/A 59,295,000	
		CAPITAL IMPROVEMENT PROJECTS - CIP Adult Detention Facility Expansion Hall of Records Elevator Replacement Materials Recycling Facility Behavioral Health Building Homeless Shelter Fire Station #3 Sheriff's Office Locker Room/Showers PSAP Relocation Juvenile Hall Facility Improvements	- - - - - - - - - - -		\$ 20,000,000 200,000 20,000 1,080,500 1,500,000 450,000 - - 125,000 75,000 120,000	IN PROCESS IN PROCESS IN PROCESS IN PROCESS IN PROCESS NEXT YEAR IN PROCESS

COUNTY OF SAN BENITO
FIXED ASSETS
FISCAL YEAR 2016-2017

FUND	BU	BUDGET UNIT TITLE / DEPARTMENT HEAD / FIXED ASSET DESCRIPTION	APPROVED	FUNDING SOURCES			STATUS 03/2017
				General Fund	Trust & Other Funds		
		Hospital Property Remediation & Clearance	\$ -	\$ 500,000	\$ -		ON GOING
		Resource Recovery Park	\$ -		\$ 1,892,453		
		IT Relocation	\$ -		\$ -		
		Equipment & Furniture - Fleet Replacement	\$ -		\$ 800,000		
		IT Infrastructure	\$ -	\$ 450,000	\$ -		ON-GOING
		ERP Modules Set-up & Installations	\$ -		\$ 300,000		ON-GOING
		River Regional Park	\$ -		\$ 2,200,000		ON-GOING
		Veterans Memorial Park Improvements	\$ -		\$ 275,000		IN PROCESS
		Veterans Memorial Park Irrigation	\$ -		\$ 300,000		
		Veterans Memorial Park Parking Lot Lighting	\$ -		\$ 75,000		
		Bertha Brigs Improvements	\$ -		\$ 250,000		
		Historical Park Master Plan	\$ -		\$ 100,000		ON GOING
		Security Systems & Infrastructure	\$ -	\$ 50,000	\$ -		IN PROCESS
		ADA Transition Plan	\$ -		\$ -		
		5-Year CIP	\$ -		\$ -		
		Telecom & Radio Infrastructure	\$ -		\$ -		
		Storage Shed Demolition	\$ -		\$ -		
		Public Works Corporation Yard Master Plan	\$ -	N/A	N/A		
		COG Yard Improvements	\$ -		\$ 100,000		
		South County Fire Station	\$ -		\$ -		
		Improve County-Wide Communication Infrastructure	\$ -	N/A	N/A		
		Public Health & Environmental Health Relocation	\$ -		\$ 300,000		IN PROCESS
		County Administration Facility Upgrade	\$ -		\$ -		
GRAND TOTAL			\$ -	\$ 1,320,000	\$ 29,842,953		
			\$ -	\$ 1,411,100	\$ 80,595,922		



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 23.

MEETING DATE: 3/14/2017

DEPARTMENT: COUNTY ADMINISTRATION OFFICE

DEPT HEAD/DIRECTOR: Ray Espinosa

AGENDA ITEM PREPARER: Louie Valdez

SBC DEPT FILE NUMBER: 119

SUBJECT:

COUNTY ADMINISTRATION OFFICE - R. ESPINOSA

Proposal for Solar Energy Partnership between OpTerra Energy Solutions and the County of San Benito.

SBC FILE NUMBER: 119

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

Mr. Ashu Jain, P.E., Senior Manager, with OpTerra Energy Solutions will present a PowerPoint presentation to the Board proposing a partnership for solar energy power between his firm and the County of San Benito.

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Staff requests direction from the Board to proceed with analysis of the proposal and legal review by County Counsel so as to provide a recommended course of action at the next Board of Supervisors Meeting scheduled for March 28, 2017.

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description	Upload Date	Type
SBC OpTerra Proposal PowerPoint	3/9/2017	Backup Material



OPTERRA
ENERGY SERVICES

40
YEARS

A Proposal for Partnership: County of San Benito

Ashu Jain, P.E., Senior Manager
Tamra Cihla, P.E., Senior Project Director

March 14, 2017

417

Agenda



1. Introducing OpTerra Energy Services

2. Case Studies of OpTerra Partnerships

3. Project Development and Procurement Process

4. Next Steps



OpTerra Energy Services

By the Numbers



40+ YEARS

Experience as an Accredited Energy Service Provider (NAESCO)

150 MW+

Installed Solar Projects for Public Entities in CA

\$2.5B

Of Completed Projects

1,000+

Satisfied Customers Nation Wide

\$300MM

Sales in 2016

300+

Employees, Including 150 Engineers (PE, ME, EE, Civil, CEM, LEED AP)

Owned by **ENGIE** – largest independent electricity producer in the world. ENGIE operates in the US through its subsidiary GDF SUEZ Energy North America and is the third largest retail electricity supplier in the US. Engie has over 150,000 employees and over \$75 billion in revenue

Recent County Energy Savings Projects



■ County of Alameda – Santa Rita Jail Phase 1	\$1.3 million
■ County of Alameda – Santa Rita Jail Phase 2	\$6.1 million
■ County of Alameda – Santa Rita Jail Phase 3	\$0.8 million
■ County of Alameda – Santa Rita Jail Phase 4	\$11.7 million
■ County of Kings Phase 1	\$3.0 million
■ County of Kings Phase 2	\$8.4 million
■ County of Kings Phase 3	\$4.1 million
■ County of Madera	\$10.0 million
■ County of Merced	\$11.8 million
■ County of Riverside	\$54.6 million
■ County of Sacramento	\$5.2 million
■ County of Sutter	\$10.5 million
■ County of Tulare	\$7.2 million
■ County of Yuba Phase 1	\$9.9 million
■ County of Yuba Phase 2	\$5.2 million

PROGRAM HIGHLIGHTS

- Country's largest Consortium for Electric Reliability Technology Solutions (CERTS)-based microgrid with renewable generation and large-scale energy storage
- Prevents disturbance through automatic detection and remote monitoring capabilities
- Enables potential for PV, fuel cell, and storage markets

TECHNICAL SCOPE

- Installed 1.2-MW rooftop solar PV system
- 1-MW fuel cell power plant with heat recovery for facility hot water and space heating
- Five 2.3-kW wind turbines
- Two 1.2-MW emergency backup diesel generators
- 2-MW advanced energy storage system
- 12-kV sub-cycle static disconnect switch
- "Islanding" capability
- Electric power export and import capability
- CERTS smart grid control logic

Designed and constructed by OpTerra, this first-of-its-kind Smart Grid project at Santa Rita Jail established Alameda County as a leader in sustainability.



PROGRAM HIGHLIGHTS

- Expected to deliver \$15MM in savings over the life of the project
- Reduces impact of utility rate hikes by cutting electricity bills almost by nearly 50% for affected facilities
- Utilizes savings to replace 40-year old mechanical systems at Library
- Avoids 2,230 metric tons of carbon emissions per year, equivalent to annual emissions from 469 cars

“As a result of our partnership with OpTerra, the County has improved comfort in public facilities, reduced the impact of utility rate increases, cut our electricity bills by half, and made critical investments in infrastructure to propel the County into a more sustainable, environmentally sound future.”

Rick Farinelli, Chairman of the Board, Madera County

TECHNICAL SCOPE

- Solar PV systems provide 1.6 MW of clean, sustainable energy annually
 - Installed 1.4 MW ground mount solar structure at Jail Complex, serving five sites
 - Installed 250 kW parking shade solar structure at Government Center
- New HVAC system for Madera County Library
- Upgraded building energy management systems



PROGRAM HIGHLIGHTS

- \$200MM in total energy savings
- Created 1,157 jobs over the lifetime of the program and 80% of local labor used
- Will offset 385,000 metric tons of CO₂, the equivalent to removing more than 81,000 cars from the road for one year

TECHNICAL SCOPE (in progress)

- 12 MW of solar PV will be installed at eight sites

“By harnessing the sun’s energy, we have been able to provide additional community benefits for our residents, our hardworking employees, and our taxpayers, even beyond the millions of dollars in guaranteed energy savings that this project is going to generate.”

Jay Orr, County of Riverside CEO



PROGRAM HIGHLIGHTS

- Will realize more than \$2.6MM in net savings after paying for all costs over a 20-year period
- Reduced CO₂ emissions by 980 metric tons, the equivalent to removing 190 cars from roadways each year

Sacramento County leaders worked with OpTerra to modernize 11 buildings which had outdated and inefficient systems. The low financial burden of the project allowed the County to address the needed improvements quickly, without straining its budget.

TECHNICAL SCOPE

- Interior lighting retrofits at two County facilities
- Induction lighting retrofit at seven County facilities
- Mental health facility mechanical system improvements including replacing HVAC units and a new water plant
- New direct digital controls energy management systems at four County facilities



PROGRAM HIGHLIGHTS

- Achieved nearly \$18.5MM in net savings
- Installed solar power, LED lighting, efficient air conditioning and developed water conservation measures
- Decreased electric utility purchases by 75%
- Reduced the County's carbon footprint – equivalent to taking 520 cars off the road every year

"This project will save us a considerable amount of energy and water, but more, it will save us money, now and into the future."

Stan Cleveland, Chairman,
Board of Supervisors

© 2017 OPTERRA E

TECHNICAL SCOPE

- Installed 1.46 MW solar power generating systems at ten sites
- Upgraded interior/exterior LED lighting at 22 sites
- New rooftop air conditioning units at 19 sites
- Upgraded County-wide energy management system to improve facility controls
- Water conservation measures at the County Jail



PROGRAM HIGHLIGHTS

- Will achieve \$11.2MM in savings to the County's General Fund
- Offsets nearly 2,300 tons of greenhouse gases annually
- Will reduce the County's annual energy purchases by 50%

"Yuba County was already dealing with the challenges of the economic downturn when it became necessary to confront long overdue repairs to some of our public buildings. We were able to partner with OpTerra Energy Services to install energy saving technology and leverage the future savings to immediately make much-needed repairs to our facilities."

Andy Vasquez, Chairman, Yuba County Board of Supervisors

TECHNICAL SCOPE

- Installed 1 MW PV solar systems at two sites
- Replaced outdated emergency generator
- Replaced HPS and MH lighting with induction lamp technology at ten County buildings
- Upgraded HVAC units at three sites
- Installed high-efficiency magnetic drive chiller
- Implemented water conservation measures



Success Story: Kings County

PROGRAM HIGHLIGHTS



- **\$9.7 million** net savings over the lifetime of the three phases
- Advances County's fiscal and environmental goals
- Leverages multiple advanced technologies
- Improves parking area lighting and daytime shade for vehicles

PROJECT SCOPE



- Installed Solar PV parking canopies at two sites
- Built energy-efficient central cooling and heating plants
- Thermal energy storage system
- Interior and exterior lighting retrofits
- Energy-efficient HVAC replacements
- Energy management system upgrades
- Roof replacement at four buildings
- 600 kW cogeneration system



FUNDING STRUCTURE



- Project total: **\$16 million**
- Three phases of work
- Paid through savings program

600-kW Cogeneration System at Kings County Government Center



Energy Efficient Lighting at Kings County Hanford Library



New Central Heating and Cooling Plant for Kings County Government Center



New Central Heating and Cooling Plant for Kings County Government Center



378-kW Solar Parking Canopies at Kings County Government Center



126-kW Solar Parking Canopies at Kings County Hanford Library



433

Competitive Procurement Process



- OpTerra ES runs a competitive procurement process for entire program including:
 - Equipment
 - Installations
 - Financing or Equity Partner
- No change orders except for explicit scope changes
- Prevailing wage and local subcontractors hired when possible
- Contracting process follows CA Government Code 4217
 - Allows public entities to procure energy services, similarly to professional services, without competitive bidding
 - Expedites project development – streamlined, proven design/build process
 - Faster realization of energy savings and other program benefits

Next Steps

1. OPPORTUNITY ASSESSMENT

- Engage critical stakeholders
- Identify sources of savings, revenue and possible financial solutions



2. PROGRAM DEVELOPMENT

- In-depth program design and engineering
- Engage wider set of stakeholders to set program goals
- Establish finalized financial solution



3. IMPLEMENTATION

- Work closely with site-level staff during construction
- File for incentives
- Engage wider community and media to celebrate County leadership



Potential Energy Efficiency & Solar Opportunities at the County



- LED lighting at the Jail
- HVAC of the Jail?
- Solar project for the Jail
- Solar project at the Jail site to avoid electricity cost at other sites
- LED lighting at all County buildings
- HVAC replacement/upgrades Countywide
- Solar project for Monterey Bay Community Power at the Landfill
- Water conservation/recycling



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 24.

MEETING DATE: 3/14/2017

DEPARTMENT: COUNTY CLERK-AUDITOR-RECORDER ELECTIONS

DEPT HEAD/DIRECTOR: Joe Paul Gonzalez

AGENDA ITEM PREPARER: Joe Paul Gonzalez

SBC DEPT FILE NUMBER: 608

SUBJECT:

COUNTY CLERK-AUDITOR-RECORDER-ELECTIONS DEPARTMENT - J. P. GONZALEZ

Receive presentation of the duties and responsibilities of the County Auditor's Office.

SBC FILE NUMBER: 608

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

PowerPoint Presentation (attached)

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:**STAFF RECOMMENDATION:**

Receive PowerPoint presentation of the duties and responsibilities of the County Auditor.

ADDITIONAL PERSONNEL: No

ATTACHMENTS:

Description	Upload Date	Type
Duties & Responsibilities Powerpoint File	3/7/2017	Cover Memo



County of San Benito

Clerk, Auditor & Recorder Duties & Responsibilities

March 14, 2017



What is a County Clerk, Auditor & Recorder?

Since the County's incorporation in 1874, the Clerk-Auditor & Recorder has been a consolidated elective office. The focus of today's presentation is on the duties and responsibilities of the Auditor and the Auditor's ex-officio duties as Controller of San Benito County. The duties of the Recorder, Clerk and the Clerk's ex-officio duties of Registrar of Voters will be presented during the first meeting of the Board of Supervisors in June.



What is a County Auditor-Controller

The Auditor-Controller of San Benito County serves as the Chief Accountant Officer for the entire County. The Auditor-Controller's mandate is to ensure the required Auditor-Controller functions specified in the California Constitution, under various California codes, and by the Board of Supervisors are performed. The duties are performed under the legal authority primarily set forth in the Government Code beginning with Sections 26800 and 26900.



Primary Mission of the Auditor-Controller

The Office of the Auditor-Controller's primary mission is to ensure the fiscal integrity of the County's financial records and to provide service, assistance and information to the Public, Board of Supervisors, County Administrator's Office, County Departments and Employees, Cities, Schools and Special Districts and some regional non-County agencies. We are committed to providing exemplary professional service to all of our customers, while at all times treating them with fairness, integrity, respect and trust.



Auditor-Controller Administration is responsible for:

- Department Administration
- Setting Policies and Policy Guidance
- Disbursements – Payroll, Accounts Payable, Property Tax Management
- General Accounting
- Budget Control and Management
- Internal Controls
- ERP Systems
- Risk Management



Accounts Payable and Payroll Disbursements is responsible for:

- Generate and distribute paychecks, pay warrants and issue payments to vendors
- Generate 1099 IRS and State informational reporting.
- Audit & process travel reimbursements
- Control and input various deductions
- Monitor employee leave balances and generate W-2 informational reporting
- Generate IRS 941 and State quarterly Reports



General Accounting is responsible for:

- Preparation of the County's Annual Financial Report (CAFR)
- Establishing controls for the County's financial transactions
- Oversee accounting and distribution of various revenues
- Preparation of the County's State Mandated Cost Plan Program
- Provide departmental support for complex accounting issues and analysis



General Accounting is responsible for preparation:

- County's and County Service Area Annual Financial Transactions Report
- Preparation of the Local Government Compensation Report
- Quarterly Sales Tax Returns (BOE)
- Audit of the County Transit Occupancy Taxpayers
- Internal Departmental Audit



Property Tax Unit is responsible for:

- The apportionment of property taxes for the County, cities, school districts and special purpose districts providing them with public services according to laws and regulations
- Administration of the County's Teeter Plan, providing 100% of assessments to taxing jurisdictions and their respective delinquent property tax buyout (Revenue & Taxation §4600-4710)



ERP Systems is responsible for:

- Providing procurement, development, implementation, maintenance and training for countywide and department-administered systems in collaboration with staff of the Information Technology department (GC 26881-26882)



ERP Systems Activity List :

- Training Payroll, AP, eTimesheets, etc.
- C-IV Interface
- MEGABYTE Interface & Server Upgrade
- CAMS Interface
- APACH export
- eTimesheets
- Schools APPY Import
- Bank Reconciliation Interface Import
- Accela Receipt import
- BiTech Data Extraction & Contract Term.
- Imple. Tyler Forms, Doc. Mgmt. & Hosted Sol



Risk Management is responsible for:

- Oversee Risk Management Fiscal Oversight for Workers Compensation, Property & Liability, Pollution, Medical Malpractice, and Crime Bond coverage through Trindel Insurance Fund
- Provide Fiscal Oversight for Loss Prevention
- Procured Earthquake coverage for Essential services Buildings
- Board appointed member of the Trindel Insurance Fund and the CSAC-EIA

Questions?



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 25.

MEETING DATE: 3/14/2017

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: Brent Barnes

AGENDA ITEM PREPARER: Brent Barnes

SBC DEPT FILE NUMBER: 142

SUBJECT:

RESOURCE MANAGEMENT AGENCY - B. BARNES

Integrated Waste Management update on Joint Powers Agreement and Regional Agency Cost Sharing Agreement.

SBC FILE NUMBER: 142

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

0

STAFF RECOMMENDATION:

ADDITIONAL PERSONNEL:

ATTACHMENTS:

Description

IWM Activities Overview

Upload Date

2/24/2017

Type

Backup Material

Integrated Waste Management (IWM) Programs Overview & Update



March 2017



County is Lead Agency for Solid Waste JPA & Cost Sharing Agreement

- **JPA** formed Regional Agency in 1995 to meet AB 939 state recycling mandate. County is lead agency.
- **Cost Sharing Agreement(CSA)** approved in 2006:
 - County as lead agency to provide IWM staffing & program management
 - Reporting to state to meet mandates
 - IWM cost sharing based on population

County IWM Requirements as Lead Agency

County to provide staffing & manage:

- Compliance reporting to CalRecycle (state enforcement agency for AB 939, AB 341, etc.)
- Franchise agreement administration & compliance
- IWM budget administration
- Recycling Market Development Zone (RMDZ)
- Staffing for Local Task Force & other requirements
- Household hazardous waste management/contracts
- Grant administration/management
- Public education/outreach for residents/businesses
- More requirements in CSA

New Mandates Increase IWM Responsibilities

New legislation since JPA formed in 1995 (partial list):

AB 341: mandatory business recycling, 75% recycling goal

AB 1826: mandatory organics recycling

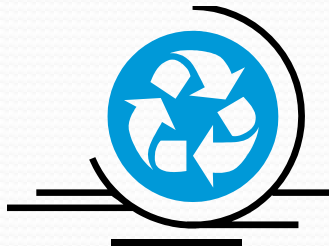
AB 901: new recycling/composting reporting requirements

AB 2176: new recycling requirements for large events & venues

SB 270: prohibits single use carryout bag/requires fee, options

AB 1594: green materials used as alternative daily cover (ADC) no longer counts towards meeting state diversion mandates

AB 876: requires reporting re organics capacity needed over 15 year period



County IWM: Two Key Components

Key Programs/Activities

1. Landfill Fund

- Admin./Oversight of Landfill Agreement



- Administer/oversight of Landfill Agreement regarding:
 - Revenue
 - Tonnage
 - Compliance/Permits
 - Operations (e.g. Landfill Diversion Plan)

2. Regional Agency Fund

- JPA & CSA
- AB 939 /AB 341, Regional Agency programs w/ County as Lead)



- Administer/oversight of Franchise Agreement
- AB 939 Planning/Compliance/Reporting to CalRecycle to meet state mandates
- Household Hazardous Waste (HHW) Programs /Events at landfill
- Public Education/Outreach
- Grant Management
- RMDZ
- Bulky Item Drop Off Events at landfill
- Regional Agency /Cost Sharing Agreement Oversight
- Local Task Force/administration

Major IWM Projects Underway

Developed Landfill Action Plan to Mitigate Negative Impacts from out of county tons (Board of Supervisors approved 11/22/16)

- *80+% tonnage is out of county; has negative impacts on community, roads, GHG, local disposal capacity; Need improved compensation to County*
- *Nexus Study to quantify impacts*
- *Negotiate improved terms for county (roads)*
- *Potential fees on out of county tonnage*



Major IWM Projects Underway

Extensive Review of Landfill Agreement Identified Several Issues:

- 1) Flawed mechanism for adjusting landfill depletion fee
- 2) Incomplete disposal capacity reporting
- 3) Shortcomings in annual COLA process

Landfill Action Plan (approved 11/22/16) developed to address major flaws in Landfill Agreement;

Updates to the Landfill Adhoc Committee & Board of Supervisors

See timeline handout



Major IWM Projects Underway

RECYCLING Improvements at Landfill. Worked collaboratively w/Waste Connections to improve recycling at landfill:

- New free mattress recycling programs
- New improvements/access/traffic flow pattern for 'recycling only' users
- New website highlighting FREE RECYCLING OPTIONS AT LANDFILL

Ongoing meetings with WCI regarding

- Tonnage/revenue, disposal capacity, reporting, permits
- Resulting savings to County



Major IWM Projects Underway

**Administer Expiring Franchise Agreement
(Expires June 2018) Decisions for 3 RA Members.
Staff reports, presentations, data, rates provided.**

- November 2016 San Juan Bautista
- December 2016 Board of Supervisors
- January 2017 Hollister
- February 2017 Hollister
- **New Franchise Agreement AdHoc
Committee to meet to discuss alternatives;
goal is consensus and joint approach by all RA
Members**



Major IWM Projects Ongoing

COMPLIANCE REPORTING TO STATE

- Electronic Annual Report to CalRecycle submitted to CalRecycle annually on behalf of 3 RA Members
- Regional Agency Summary Plan review underway
- Local Task Force
- Household Hazardous Waste reporting

OTHER:

- Grant administration HD23 grant for public events/collection in county
- Construction & Demolition recycling program improvements for compliance w/ CalGreen code



Essential IWM Projects/Improvements

- Meet State Mandates (AB 939, AB 341, etc.)
- Ensure Landfill Agreement Provides Fair, Sustainable Revenue to County & compensates for negative impacts from out of county tonnage (roads, etc.)
- Provide sustainable funding for Regional Agency programs w/ potential AB 939 fee/other to meet state mandates
- Update JPA to include governing structure
- Increase communication/collaboration w/ Members



HOLLISTER
CALIFORNIA



IWM Program Budget Overview

Major Revenue Sources

Major Expense Items

IWM Fund

- Administration and Oversight of Landfill Operations Agreement with Waste Connections

- Landfill Depletion Fee (LDF)
- Fund Balance Transfers
- Recology payment for quarterly bulky item events

- County staff salaries and benefits
- Consultant services
- Quarterly bulky item events

Regional Agency Fund (RA Member Programs, Cost Sharing Agreement)

- Cost Sharing Payments from RA Members (Hollister, San Juan Bautista)
- Fund Balance Transfers

- County staff salaries and benefits
- RA costs
- Consultant services
- HHW monthly events at landfill



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 26.

MEETING DATE: 3/14/2017

DEPARTMENT: RESOURCE MANAGEMENT AGENCY

DEPT HEAD/DIRECTOR: Brent Barnes

AGENDA ITEM PREPARER: Brent Barnes

SBC DEPT FILE NUMBER: 142

SUBJECT:

RESOURCE MANAGEMENT AGENCY - B. BARNES

Rescind Board of Supervisors Resolution 2016-103 approving participation in the joint franchise agreement competitive procurement process with the members of the San Benito County Integrated Waste Management Regional Agency and direct staff to commence joint regional agency negotiations for the purposes of formulating a new solid waste franchise agreement with Recology Inc.

SBC FILE NUMBER: 142

RESOLUTION NO: 2016-103

AGENDA SECTION:

REGULAR AGENDA

BACKGROUND/SUMMARY:

The joint franchise agreement (Agreement) between San Benito County, the City of Hollister, and the City of San Juan Bautista, collectively the Regional Agency (RA) Members, and Recology is due to expire on June 30, 2018.

On March 9, 2017, Ad Hoc Regional Agency Committee members from the City of Hollister, CA, the

City of San Juan Bautista, CA and the County of San Benito, CA received a presentation from CSG Consultants outlining the options available to all three jurisdictions as a joint Regional Agency entity.

Ad Hoc Committee Members representing the County of San Benito including Supervisors Jerry Muenzer and Supervisor Anthony Botelho agreed to take back to the Board of Supervisors the request from City of Hollister Ad Hoc Committee Members including Council Members Ray Friend and Vice Mayor Karson Klauer asking the Board to help preserve the Regional Agency structure and to participate in joint negotiations along with the City of San Juan Bautista to negotiate a new Solid Waste Franchise Agreement with Recology Inc.

Council Member Friend and Vice Mayor Klauer indicated the City's desire to negotiate a new agreement prior to proceeding to an RFP. If negotiations with Recology were unsuccessful, City of Hollister Ad Hoc Committee Members indicated they would then be willing to recommend to the full Hollister City Council their desire to proceed with the RFP.

As a result, rescinding Board of Supervisors Resolution 2016-103 would temporarily halt the Regional Agency Franchise Agreement Review Process until such time as negotiations with Recology were completed or reached an impasse.

BUDGETED:

Yes

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

It is respectfully recommended that the Board of Supervisors:

1. Rescind Resolution 2016-103 approving participation in the joint franchise agreement competitive procurement process with the members of the San Benito County Integrated Waste Management Regional Agency, regarding the future scope of recycling and garbage collection services and programs, and
2. Direct CSG Consultants under the auspices of the the County Administrative Officer, Ray Espinosa, to commence negotiations on behalf of San Benito County as lead administrative agency of the Solid Waste Regional Agency with Recology Inc for the purposes of developing a new solid waste franchise agreement.

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

Adopted Resolution No. 2016-103, per staff recommendation. (5/0 vote)

ATTACHMENTS:

Description	Upload Date	Type
Board Resolution	11/15/2016	Resolution
Resolution 2016 - 103	3/10/2017	Cover Memo

BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO

A RESOLUTION OF THE SAN BENITO COUNTY) Resolution No. 2016-_____
BOARD OF SUPERVISORS APPROVING)
PARTICIPATION IN THE JOINT FRANCHISE)
AGREEMENT COMPETITIVE PROCUREMENT)
PROCESS WITH THE MEMBERS OF THE SAN BENITO)
COUNTY INTEGRATED WASTE MANAGEMENT)
REGIONAL AGENCY, REGARDING THE FUTURE)
SCOPE OF RECYCLING AND GARBAGE COLLECTION)
SERVICES AND PROGRAMS)

WHEREAS, the San Benito County Integrated Waste Management Regional Agency ("Regional Agency") is comprised of the City of Hollister, City of San Juan Bautista and the County of San Benito and is a joint powers authority established in 1995 to cost effectively coordinate all integrated waste management programs within the guidelines imposed by the California Integrated Waste Management Board (CalRecycle); and

WHEREAS, the Regional Agency Members have a joint franchise agreement with Recology which resulted from an 18-month joint competitive procurement process conducted in 2006/2007 between the County, Hollister and San Juan Bautista which agreed to have one joint franchise agreement with one contractor; and

WHEREAS, as noted in the recitals to the Agreement, "the Regional Agency Members determined to offer proposers this exclusive agreement with respect to each of their jurisdictions in order to offer the Contractor economies of scale and increase contract administration efficiency and reduced contract administrative cost"; and

WHEREAS, in 2007, the Regional Agency Members approved the current joint franchise agreement with Recology for an eight year term (November 20, 2007 to June 30, 2015); and

WHEREAS, the franchise agreement had an option for a three year term extension (June 30, 2015 to June 30, 2018) and that extension was approved in September 2014. Therefore, the current Agreement expires June 30, 2018; and

WHEREAS, the Regional Agency Members are initiating a review of the current joint Franchise Agreement between the City of Hollister, City of San Juan Bautista, San Benito County, and Recology San Benito County; and

WHEREAS, the Regional Agency Members seek to maintain a joint, coordinated effort to achieve cost efficiencies and economies of scale; and

WHEREAS, the Regional Agency Members can choose to either conduct a competitive procurement process (RFP) or negotiate an extension of the franchise agreement.

1 NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of San Benito
2 hereby makes the following commitments to the franchise agreement review process regarding
3 recycling and garbage collection services and programs:

- 4 1. The Board of Supervisors agrees to participate in the joint Regional Agency franchise
5 agreement review process to determine the future scope of recycling and garbage collection
6 services and programs for a new franchise agreement.
7 2. The Board of Supervisors agrees to participate jointly with the other Regional Agency
8 Members in the selection of a contractor to deliver the services detailed in a new franchise
9 agreement through a competitive procurement process (RFP) and participate through a
10 Technical Advisory Committee or other mutually agreed upon committee to provide feedback
11 for the process.

12 **PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN**
13 **BENITO THIS 13th DAY OF DECEMBER, 2016 BY THE FOLLOWING VOTE:**

14 Ayes: Supervisor(s):
15 Noes: Supervisor(s):
16 Absent: Supervisor(s):
17 Abstain: Supervisor(s):

18 By: _____
19 Robert Rivas, Chair

20 **ATTEST:**
21 Chase Graves, Clerk of the Board of Supervisors

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

24 By: _____

25 By: Shirley L. Murphy
26 Shirley L. Murphy, Deputy County Counsel
27 Date: Nov. 15, 2016
28

BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO

A RESOLUTION OF THE SAN BENITO COUNTY)
BOARD OF SUPERVISORS APPROVING)
PARTICIPATION IN THE JOINT FRANCHISE)
AGREEMENT COMPETITIVE PROCUREMENT)
PROCESS WITH THE MEMBERS OF THE SAN BENITO)
COUNTY INTEGRATED WASTE MANAGEMENT)
REGIONAL AGENCY, REGARDING THE FUTURE)
SCOPE OF RECYCLING AND GARBAGE COLLECTION)
SERVICES AND PROGRAMS)

Resolution No. 2016- 103

WHEREAS, the San Benito County Integrated Waste Management Regional Agency ("Regional Agency") is comprised of the City of Hollister, City of San Juan Bautista and the County of San Benito and is a joint powers authority established in 1995 to cost effectively coordinate all integrated waste management programs within the guidelines imposed by the California Integrated Waste Management Board (CalRecycle); and

WHEREAS, the Regional Agency Members have a joint franchise agreement with Recology which resulted from an 18-month joint competitive procurement process conducted in 2006/2007 between the County, Hollister and San Juan Bautista which agreed to have one joint franchise agreement with one contractor; and

WHEREAS, as noted in the recitals to the Agreement, "the Regional Agency Members determined to offer proposers this exclusive agreement with respect to each of their jurisdictions in order to offer the Contractor economies of scale and increase contract administration efficiency and reduced contract administrative cost"; and

WHEREAS, in 2007, the Regional Agency Members approved the current joint franchise agreement with Recology for an eight year term (November 20, 2007 to June 30, 2015); and

WHEREAS, the franchise agreement had an option for a three year term extension (June 30, 2015 to June 30, 2018) and that extension was approved in September 2014. Therefore, the current Agreement expires June 30, 2018; and

WHEREAS, the Regional Agency Members are initiating a review of the current joint Franchise Agreement between the City of Hollister, City of San Juan Bautista, San Benito County, and Recology San Benito County; and

WHEREAS, the Regional Agency Members seek to maintain a joint, coordinated effort to achieve cost efficiencies and economies of scale; and


WHEREAS, the Regional Agency Members can choose to either conduct a competitive procurement process (RFP) or negotiate an extension of the franchise agreement.

1 NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of San Benito
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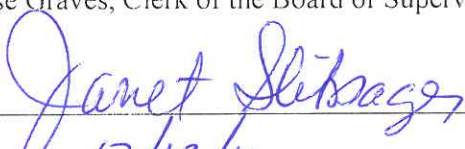
- 4 1. The Board of Supervisors agrees to participate in the joint Regional Agency franchise
5 agreement review process to determine the future scope of recycling and garbage collection
6 services and programs for a new franchise agreement.
7 2. The Board of Supervisors agrees to participate jointly with the other Regional Agency
8 Members in the selection of a contractor to deliver the services detailed in a new franchise
9 agreement through a competitive procurement process (RFP) and participate through a
10 Technical Advisory Committee or other mutually agreed upon committee to provide feedback
11 for the process.

12 **PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN**
13 **BENITO THIS 13th DAY OF DECEMBER, 2016 BY THE FOLLOWING VOTE:**


14 Ayes: Supervisor(s): Rivas, De La Cruz, Barrios, Botelho, Muenzer
15 Noes: Supervisor(s): none
16 Absent: Supervisor(s): none
17 Abstain: Supervisor(s): none

18 By: 
19 Robert Rivas, Chair

20 **ATTEST:**
21 Chase Graves, Clerk of the Board of Supervisors

22 By: 
23 Date: 12/13/16

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

26 By: 
27 Shirley L. Murphy, Deputy County Counsel
28 Date: Nov. 15, 2016



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 27.

MEETING DATE: 3/14/2017

DEPARTMENT: HUMAN RESOURCES

DEPT HEAD/DIRECTOR: Barbara Thompson

AGENDA ITEM PREPARER: G. Cochran

SBC DEPT FILE NUMBER: 235.6

SUBJECT:

CLOSED SESSION - CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Allyson Hauck, Ray Espinosa, Joe Paul Gonzalez, Melinda Casillas, Georgia Cochran, Steve Coffee

Employee Organizations:
Institutions Association
Law Enforcement Management
Management Employees' Group
SEIU Local 521 (General Unit Employees)
SEIU Local 2015 (IHSS)
Deputy Sheriff's Association
Confidential
Confidential Management
Appointed Department Heads
Unrepresented Employees
SBC FILE NUMBER: 235.6

AGENDA SECTION:

CLOSED SESSION

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

235.6

CURRENT FY COST:

STAFF RECOMMENDATION:

HOLD CLOSED SESSION

ADDITIONAL PERSONNEL: No

BOARD ACTION RESULTS:

No reportable action.



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 28.

MEETING DATE: 3/14/2017

DEPARTMENT:

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER:

SBC DEPT FILE NUMBER:

SUBJECT:

CLOSED SESSION - PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: County Administrative Officer

Authority: California Government Code 54957

SBC FILE NUMBER: 235.6

AGENDA SECTION:

CLOSED SESSION

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

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 29.

MEETING DATE: 3/14/2017

DEPARTMENT: COUNTY ADMINISTRATION OFFICE

DEPT HEAD/DIRECTOR: R. Espinosa

AGENDA ITEM PREPARER:

SBC DEPT FILE NUMBER:

SUBJECT:

CLOSED SESSION - PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Authority: California Government Code 54957

SBC FILE NUMBER: 235.6

AGENDA SECTION:

CLOSED SESSION

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Hold Closed Session

ADDITIONAL PERSONNEL: No



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 30.

MEETING DATE: 3/14/2017

DEPARTMENT: COUNTY COUNSEL

DEPT HEAD/DIRECTOR: Matthew W. Granger, County Counsel

AGENDA ITEM PREPARER: Barbara Thompson, Assistant County Counsel

SBC DEPT FILE NUMBER: 235.6

SUBJECT:

CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Subdivisions (a) and (d)(1) of Section 54956.9

Name of Case: BMC Promise Way, LLC, dba Benchmark Communities v. County of San Benito,
City of Hollister, Superior Court of California, County of San Benito, Case No. CU-15-00056

SBC FILE NUMBER: 235.6

AGENDA SECTION:

CLOSED SESSION

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

n/a

STAFF RECOMMENDATION:

Hold Closed Session.

ADDITIONAL PERSONNEL:



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 31.

MEETING DATE: 3/14/2017

DEPARTMENT: COUNTY COUNSEL

DEPT HEAD/DIRECTOR: Matthew W. Granger, County Counsel

AGENDA ITEM PREPARER: Barbara Thompson, Assistant County Counsel

SBC DEPT FILE NUMBER: 235.6

SUBJECT:

CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL_EXISTING LITIGATION

Subdivisions (a) and (d)(1) of Section 54956.9

Name of Case: Award Homes, Inc. v. County of San Benito, City of Hollister, et. al., Superior Court of California, County of San Benito, Case No. CU-15-00099

SBC FILE NUMBER: 235.6

AGENDA SECTION:

CLOSED SESSION

BACKGROUND/SUMMARY:

Conference with Legal Counsel-Existing Litigation.
Subdivisions (a) and (d)(1) of Section 54956.9

Name of Case: Award Homes, Inc. v. County of San Benito, City of Hollister, et. al., Superior Court of California, County of San Benito, Case No. CU-15-00099

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

Hold Closed Session.

ADDITIONAL PERSONNEL:



SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number: 32.

MEETING DATE: 3/14/2017

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

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

Mark Medina
District No. 1

Anthony Botelho
District No. 2
Vice - Chair

Robert Rivas
District No. 3

Jerry Muenzer
District No. 4

Jaime De La Cruz
District No. 5
Chair

Item Number:

MEETING DATE: 3/14/2017

DEPARTMENT:

DEPT HEAD/DIRECTOR:

AGENDA ITEM PREPARER:

SBC DEPT FILE NUMBER:

SUBJECT:

Adjourn to the next regular meeting of Tuesday, March 28, 2017.

AGENDA SECTION:

Next Meeting Date/Time

BACKGROUND/SUMMARY:

BUDGETED:

SBC BUDGET LINE ITEM NUMBER:

CURRENT FY COST:

STAFF RECOMMENDATION:

ADDITIONAL PERSONNEL: