

# County of San Benito, CA

Ray Espinosa  
County Administrative Officer  
481 Fourth Street  
County Administration Building  
Hollister, California 95023  
[www.cosb.us](http://www.cosb.us)



## Meeting Agenda- **POSTED AND FINAL**

March 28, 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 28, 2017**

**9:00 AM**

#### ***Mission Statement***

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

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

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

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

#### **CALL TO ORDER**

- a. Pledge of Allegiance

**Pledge of Allegiance to be led by Supervisor Mark Medina, District #1.**

- b. Acknowledge Certificate of Posting

- c. **Presentations and Recognitions**

#### **BOARD OF SUPERVISORS**

Approve the proclamation designating the week of April 3, 2017 to April 9, 2017 as Public Health Week in San Benito County.

SBC FILE NUMBER: 430

- d. **Public Comment**



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

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

f. **Board Announcements: Information Only**

**CONSENT AGENDA**

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

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

1. **AGRICULTURAL EXTENSION - L. SCHMITT-McQUITTY**  
Approve purchase of 2017 Ford Escape, in the amount of \$21,500 from Tiffany Ford, and authorize the CAO to execute all necessary documents subject to approval by County Counsel.  
SBC FILE NUMBER: 3
2. **BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO**  
Authorization for the Behavioral Health Director to Sign Authorizations for MHSA Housing Loan Program Releases for Unencumbered Funds.  
SBC FILE NUMBER: 810
3. **BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO**  
Approve 60 Month Lease and Maintenance Agreement for Konica Minolta Copier with US Bank in the amount of \$12,647.95.  
SBC FILE NUMBER: 810
4. **COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**  
1) Approve sole source professional services contract with Willdan Financial Services due to their current work for the County, and extensive professional experience; (2) Approve proposal from Willdan Financial Services User Fee Study Update for San Benito County in the total not to exceed amount of \$24,925.00 (176 total hours); (3) Approve Amendment No. 1 to Contract with Willdan Financial services, in the additional amount of \$24,925 for a total not to exceed amount of \$70,525; (4) and authorize the CAO to execute any necessary amendments to the contract, not to exceed an additional \$7,052 (10% of the contract amount.)  
SBC FILE NUMBER: 119
5. **COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**  
Approve the Countywide Common record retention schedule and the record retention schedules for the following department: Ag Commissioner; Assessor; Behavioral Health; Child Support; Information Technology; Grand Jury; Sheriff; Health and Human Services Agency.  
SBC FILE NUMBER: 119.
6. **COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

Approve contract with Emergency Services Consulting International for completion of the fire services feasibility study in an amount not to exceed \$57,083.00.

SBC FILE NUMBER: 60

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

Approve Amendment No. 1 to contract with 4Leaf, Inc. for professional services as Interim Director of Resource Management Agency in an amount not to exceed \$234,000.

SBC FILE NUMBER: 790

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

Approve Amendment No. 3 to the contract with the City of Hollister to provide animal control services, extending the term of the contract through June 30, 2017, and thereafter on a month to month basis.

SBC FILE NUMBER: 425

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

Approve Amendment No. 3 to Contract with Ray Espinosa, County Administrative Officer.

SBC FILE NUMBER: 160

10. **EMERGENCY MEDICAL SERVICES - K. O'NEILL**

Approve Mutual Aid Agreement for Emergency Medical and Health Disaster Assistance.

SBC FILE NUMBER: 75.5

11. **EMERGENCY MEDICAL SERVICES - K. O'NEILL**

Adopt Resolution to Continue Penalty Assessment for the Maddy EMS Fund.

SBC FILE NUMBER: 1068

RESOLUTION NO: 2017-26

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

Adopt Resolution and approve MOU template for local pharmacies to cooperate with County to dispense Medical Countermeasure medications from the Strategic National Stockpile (SNS) in the event of a declared Health Emergency.

SBC FILE NUMBER: 130

RESOLUTION NO: 2017-27

13. **HUMAN RESOURCES - G. COCHRAN**

Approve class specifications and salary ranges for Deputy County Administrative Officer; amend the County's class title and pay plan and amend the County's Schedule of Allocated Positions.

SBC FILE NUMBER: 630

14. **OFFICE OF EMERGENCY SERVICES - K. O'NEILL**

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: 2017-28

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: 2017-29

16. **RESOURCE MANAGEMENT AGENCY**

Approve contract with Lee Landscaping for Maintenance of Common  
Landscape Areas, County Service Areas 46 (Quail Hollow), 47 (Oak Creek)  
and 53 (Riverview Estates) for the period of April 1, 2017 through April 30,  
2020, for a total sum not to exceed \$55,100.00 per year, for a total contract  
amount not to exceed \$165,300.00.

SBC FILE NUMBER: CSA #46, #47 & #53

17. **RESOURCE MANAGEMENT AGENCY**

Reject all bids received for the Veterans Memorial Park Irrigation System  
Improvements, adopt revised plans and specifications, and authorize the  
advertising for bids.

SBC FILE NUMBER: 127

18. **RESOURCE MANAGEMENT AGENCY**

Approve Contract Amendment #3 with First Carbon Solutions for CEQA  
compliance Services for TSM 15-93/FAY in the amount of \$3,500.00 for a  
total contract amount of \$116,745.00.

SBC FILE NUMBER: 790

19. **RESOURCE MANAGEMENT AGENCY**

Approve paying the County's Share of CalPers Contributions for a temporary  
Senior Planner in the Resource Management Agency.

SBC FILE NUMBER: 790

**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.*

20. **AGRICULTURAL EXTENSION - L. SCHMITT-McQUITTY**

FY 2015-2016 Department Accomplishments Presentation.

SBC FILE NUMBER: 3

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

The Board of Supervisors has directed staff to give a monthly update on the  
following topics: roads, fire station, jail expansion project and homeless  
shelter in San Benito County. A representative(s) from each of the respective  
departments will give a report to the Board each month in order for the Board  
to stay informed about these pertinent issues in San Benito County.

SBC FILE NUMBER: 119

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

Receive update from staff and the ad hoc committee regarding the marijuana  
cultivation ordinance. Discussion of current status of interim urgency  
ordinance & development of a new marijuana cultivation ordinance; discussion

of annual Federal Budget appropriations, enforcement of existing San Benito County ordinance, and future actions to be taken under existing interim ordinance regarding applications for extended amortization periods. Provide direction to staff.

SBC FILE NUMBER: 160

23. **RESOURCE MANAGEMENT AGENCY**

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

SBC FILE NUMBER: 142

**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.)*

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

Title: Agricultural Commissioner Sealer of Weights and Measures

Authority: California Government Code 54957

SBC FILE NUMBER: 235.6

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

Subdivision (a) and (d)(1) of Government Code section 54956.9

Name of Case:

Cynthia Pettie and Robert Pettie v. County of San Benito, Superior Court of California, County of San Benito, Case No. CU-15-00121.

SBC FILE NUMBER: 235.6

26. **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

27. **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

28. **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

## **ADJOURNMENT**

### **Adjourn to the next regular meeting of Tuesday, April 11, 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/](http://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:**

**MEETING DATE:** 3/28/2017

**DEPARTMENT:**

**DEPT HEAD/DIRECTOR:**

**AGENDA ITEM PREPARER:**

**SBC DEPT FILE NUMBER:**

**SUBJECT:**

**Pledge of Allegiance to be led by Supervisor Mark Medina, District #1.**

**AGENDA SECTION:**

Pledge of Allegiance

**BACKGROUND/SUMMARY:**

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

**ADDITIONAL PERSONNEL:**



## **SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM**

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:** 3/28/2017

**DEPARTMENT:**

**DEPT HEAD/DIRECTOR:**

**AGENDA ITEM PREPARER:**

**SBC DEPT FILE NUMBER:**

**SUBJECT:**

**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	3/24/2017	Cover Memo

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

Pursuant to California Government Code Section 59454.2(a), the meeting agenda for the San Benito County Board of Supervisors Regular Meeting of Tuesday, March 28, 2017 was posted on the 23<sup>rd</sup> 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](http://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:** 3/28/2017

**DEPARTMENT:** HEALTH AND HUMAN SERVICES AGENCY

**DEPT HEAD/DIRECTOR:** James A. Rydingsword

**AGENDA ITEM PREPARER:** Mike Hodges/Lynn Mello

**SBC DEPT FILE NUMBER:** 130

**SUBJECT:**

**BOARD OF SUPERVISORS**

Approve the proclamation designating the week of April 3, 2017 to April 9, 2017 as Public Health Week in San Benito County.

SBC FILE NUMBER: 430

**AGENDA SECTION:**

Presentations and Recognitions

**BACKGROUND/SUMMARY:**

April 3, 2017 to April 9, 2017 has been designated National Public Health Week (NPHW) throughout the country. The theme is "Healthiest Nation 2030". San Benito County's Public Health related programs and staff, in collaboration with their many community partners, significantly contribute to promote, improve, and maintain opportunities for healthy and safe social and physical environments and prevention of disease and injuries for all county residents. Daily themes are:

Monday, April 3: Emergency Preparedness; The County has resources to manage public health and environmental consequences of emergency events through effective, coordinated agency-wide preparedness, response, recovery and mitigation activities.

Tuesday, April 4: Maternal Child Adolescent Health; From pregnancy to adolescence, public health works with health care providers and families to advocate, support and provide access to prenatal programs, well-child care, specialty medical care, nutrition services, injury prevention, healthy communities and access to mental health services.

Wednesday, April 5: Environmental Health; This Public Health Division is charged to protect public health and the environment by ensuring conformance with State laws and County ordinances pertaining to the following programs: food protection, hazardous materials, hazardous waste, individual sewage disposal systems, land use, medical waste, ocean water quality monitoring, recreational health, solid waste, underground fuel tanks, and vector control.

Thursday, April 6: Health Education; In partnership with the community, San Benito County Public Health Education Program has been established to promote the health and wellness of the people of our County.

Friday, April 7: Communicable Disease; A vital function of Public Health that investigates, mitigates and prevents the spread and outbreak of specific reportable diseases such as foodborne illnesses, sexually transmitted diseases, vaccine preventable diseases, tuberculosis and others, in accordance with the California Health and Safety code.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

N/A

**CURRENT FY COST:**

0.00

**STAFF RECOMMENDATION:**

1. Approve the proclamation designating the week of April 3, 2017 to April 9, 2017 as Public Health Week in San Benito County; and
2. Authorize the chair to sign proclamation.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description

Proclamation-National Health Week 2017

Upload Date

3/13/2017

Type

Cover Memo



## SAN BENITO COUNTY BOARD OF SUPERVISORS

Mark Medina  
District 1

Anthony Botelho  
District 2

Robert Rivas  
District 3

Jerry Muenzer  
District 4

Jaime De La Cruz  
District 5

### PROCLAMATION “National Public Health Week”

**Whereas**, the week of April 3-9, 2017 is **NATIONAL PUBLIC HEALTH WEEK**, and the theme is “**HEALTHIEST NATION 2030**”; and

**Whereas**, since 1995, the American Public Health Association, through its sponsorship of National Public Health Week, has educated the public, policymakers and public health professionals about issues important to improving the public’s health; and

**Whereas**, the American public Health Association has selected 2017 the year of Climate Chance and Health; and

**Whereas**, the value of a strong public health system is in the air we breathe, the water we drink, the food we eat, and the places where we all live, learn, work and play; and

**Whereas**, education is the leading indicator of good health, giving people access to better jobs, incomes, and neighborhoods; and

**Whereas**, even in the for-profit sector, we see companies seeking a better balance between their profits and the health of their customers. As an example, CVS Health and Raley’s Nob Hill stores have stopped selling tobacco products and has expanded their programs to help people quit smoking; and

**Whereas**, public health action, together with scientific and technology advances, have played a major role in reducing and in some cases eliminating the spread of infectious disease, and in establishing today’s disease surveillance and control systems; and

**Whereas**, our health is connected to our environments. What happens upstream to our environments at work, school, and home affects our health downstream; and

**Whereas**, according to the Institute of Medicine, despite being one of the wealthiest nations in the world, the United States ranks below many other economically prosperous and developing countries with respect to many indicators for healthy life, including life expectancy, infant mortality rates, low birth weight rates, and the rate of drug-related deaths.

**NOW THEREFORE BE IT RESOLVED**, that the San Benito County Board of Supervisors proclaims the week of April 3-9, 2017, as **National Public Health Week 2017** in **San Benito County** and calls upon the people of this county to observe this week by helping our families, neighbors, friends, co-workers and leaders to better understand the value of public health and supporting great opportunities to adopt preventive lifestyle habits in light of this year’s theme, “**Healthiest Nation 2030**”.

In witness of the approval of this proclamation by the San Benito County Board of Supervisors on this 28<sup>th</sup> day of March 2017.

---

Jaime De La Cruz, 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: 1.**

**MEETING DATE: 3/28/2017**

**DEPARTMENT: AGRICULTURAL EXTENSION**

**DEPT HEAD/DIRECTOR: Lynn Schmitt-McQuitty**

**AGENDA ITEM PREPARER: Barbara Thompson**

**SBC DEPT FILE NUMBER: 3**

**SUBJECT:**

**AGRICULTURAL EXTENSION - L. SCHMITT-McQUITTY**

Approve purchase of 2017 Ford Escape, in the amount of \$21,500 from Tiffany Ford, and authorize the CAO to execute all necessary documents subject to approval by County Counsel.

SBC FILE NUMBER: 3

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The Department is in need of a small SUV. Currently the department drives a 2000 Ford Focus which is beginning to experience some performance and maintenance issues. It also is too small for many of the needs of the department to transport supplies.

Local dealers were asked to submit a bid for vehicles comparable to a Jeep Sport. South County Dodge submitted a quote for a 2017 Jeep Cherokee Sport. Greenwood Chevrolet submitted a quote for a 2016 Trax and 2017 Equinox, and Tiffany Ford submitted a quote for a 2017 Ford Escape. The department determined that the Trax is too small for the department's needs. Therefore, the comparable vehicles that were subject to the price comparison were the Jeep

Cherokee Sport, the Ford Escape, and the Chevy Equinox.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

\$21,500

**STAFF RECOMMENDATION:**

Approve purchase of a 2017 Ford Escape from Tiffany Ford, in the amount of \$21,500, and authorize the CAO to execute all necessary documents subject to approval by County Counsel.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

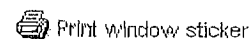
Description	Upload Date	Type
ford escape	3/24/2017	Cover Memo

Quote Worksheet		Quote Worksheet - Purchase	
Quote No.: 28926	14. After Market (W):		
Contract Date: 03/24/17	15. Fees/Options (W):		
Fin Inst: CASH	16. DMV Additional Fee:		
Buyer Residence (W):	17. Tax % Rate/Amst:	8.2500%	\$ 1,638.62
Stock Number: 27072			
M.S.R.P.: \$ 24,495.00	18. ....PAYMENT DUE ...:		
Cash Price: \$ 19,862.00			\$ 21,500.62
Cash Down:	Sale Subtotal:		\$ 19,862.00
Rebate:	Total Finance:		\$ 21,500.62
Deposit:	Finance Charge:		
Trade Allow (W):	Total Other Charges:		
Total Govt:	Total of Payments:		\$ 21,500.62
	Deferred Price:		
Service Contract:	Unpaid Balance:		\$ 21,500.62
Maint Plan:			
Command Window			
Command (?):			
Enter a command, a field number, or press a function key. Enter ? for help.			
F3-Sv/Ex	F5-RRcall	F6-Quit	F7-Veh
F8-Trd	F9-Misc	F10-Misc	SF11->

2/500

O.T.D





Disclaimer: This window sticker is only representative of the information contained on an actual window sticker, and may or may not match the actual window sticker on the vehicle itself. Please see your retailer for further information.

### Vehicle Description

**ESCAPE**

**2017 S FWD  
2.5L I-VCT ENGINE  
6-SPD AUTO TRANS W/SLCTSHFT**

VIN 1FMCU0F78HU C67800

### Exterior

OXFORD WHITE

### Interior

CHARCOAL BLACK CLOTH BUCKET SEATS

### Standard Equipment INCLUDED AT NO EXTRA CHARGE

#### EXTERIOR

- . DUAL POWER MIRRORS
- . HEADLAMP COURTESY DELAY
- . INTEGRATED BLIND SPOT MIRR

#### INTERIOR

- . 4-WAY FRT HEAD RESTRAINTS
- . 60/40 SPLIT FOLD REAR SEAT CONTROL, SINGLE ZONE
- . FLOORMATS-1ST AND 2ND ROW
- . ILLUMINATED ENTRY SYSTEM
- . MANUAL PASS SEAT - 4-WAY
- . TILT STEERING WHL/ CRUISE

#### FUNCTIONAL

- . AM/FM SINGLE CD W/MP3
- . CURVE CONTROL
- . MYKEY
- . POWER STEERING W/EPAS
- . REMOTE KEYLESS ENTRY

#### SAFETY/SECURITY

- . AIRBAG - DRIVER KNEE
- . AIRBAGS - FRONT SEAT
- . AIRBAGS - SAFETY CANOPY
- . LATCH CHILD SAFETY SYSTEM
- . SOS POST CRASH ALERT SYS

#### WARRANTY

- . 5YR/60,000 POWERTRAIN

- . ACTIVE GRILLE SHUTTERS
- . EASY FUEL CAPLESS FILLER
- . HEADLAMPS - AUTO HALOGEN
- . LED TAILLAMPS
- . 1-TOUCH DOWN DRIVER WINDOW
- . 12V POWERPOINT
- . A/C W/MANUAL CLIMATE
- . DUAL VISOR VANITY MIRRORS
- . ICE BLUE LIGHTING
- . MANUAL DRIV SEAT - 6-WAY
- . SMART CHARGING USB PORT(1)
- . & AUDIO CONTROLS
- . 4.2" LCD CTR STACK SCREEN
- . BRAKES, 4-WHEEL DISC/ABS
- . ELECTRIC-ASSIST PARK BRAKE
- . POWER LOCKS AND WINDOWS
- . REAR VIEW CAMERA
- . SYNC®
- . ADVANCETRAC WITH RSC
- . AIRBAGS - DUAL STAGE FRONT
- . MOUNTED SIDE IMPACT
- . FRT-PASS SENSING SYSTEM
- . SECURILOCK PASS ANTI THEFT
- . TPMS
- . 3YR/36,000 BUMPER / BUMPER
- . 5YR/60,000 ROADSIDE ASSIST

### Price Information STANDARD VEHICLE PRICE

**MSRP  
\$23,600**

### Included on this Vehicle EQUIPMENT GROUP 100A

### Optional Equipment

2017 MODEL YEAR  
OXFORD WHITE  
CHARCOAL BLACK CLOTH SEATS  
.17" STEEL WHLS W/PNTD  
COVERS  
.2.5L I-VCT ENGINE  
.6-SPD AUTO TRANS W/SLCTSHFT  
.235/55R17 LRR A/S BSW TIRES  
JOB #2 ORDER  
FRONT LICENSE PLATE BRACKET  
CALIFORNIA EMISSIONS SYSTEM

TOTAL VEHICLE & OPTIONS 23,600  
DESTINATION & DELIVERY 895

**TOTAL MSRP \$24,495**

Disclaimer: Option pricing will be blank for any item that is priced as 0 or "No Charge".



Estimated Annual  
Fuel Cost: \$

### Vehicle Engine Information

Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition. Results reported to EPA indicate that the majority of vehicles with these estimates will achieve between \_ and \_ mpg in the city and between \_ and \_ mpg on the highway. For Comparison Shopping all vehicles classified as have been issued mileage ratings from \_ to \_ mpg city and \_ to \_ mpg highway.



**EXTENDED  
SERVICE  
PLAN**

Ford Extended Service Plan is the ONLY service contract backed by Ford and honored by the Ford and Lincoln dealers. Ask your dealer for prices and additional details or see our website at [www.Ford-ESP.com](http://www.Ford-ESP.com).



## **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: 3/28/2017**

**DEPARTMENT: BEHAVIORAL HEALTH**

**DEPT HEAD/DIRECTOR: Alan Yamamoto**

**AGENDA ITEM PREPARER:**

**SBC DEPT FILE NUMBER: 810**

**SUBJECT:**

**BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO**

Authorization for the Behavioral Health Director to Sign Authorizations for MHSA Housing Loan Program Releases for Unencumbered Funds.

SBC FILE NUMBER: 810

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The Behavioral Health Department previously executed the process to access the San Benito County MHSA Housing funds held by CALHFA (Ca. Housing and Finance Administration). Behavioral Health utilized those funds for the MHSA client apartment housing development project in partnership with the low income housing developer, CHISPA. We have been notified that there exists a small amount of interest income accrued on the department's funds that were held on deposit (as per mandates by the then State Department of Mental Health, now DHCS) at CalHFA, during the previous years prior to our apartment projects development. The Behavioral Health Director is required to receive Board of Supervisors authorization to sign the required forms that will provide the DHCS (Dept. of Health Care Services) and CalHFA direction and authorization on

the utilization of the Behavioral Health Department's funds. The Behavior Health Director recommends receipt of Board approval to exercise the option to direct CalHFA to return the funds held (\$5,490.79) to the County.

(1) OTHER AGENCY INVOLVEMENT: None

**BUDGETED:**

No

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

00.00

**STAFF RECOMMENDATION:**

Authorize the County Behavioral Health Director to sign and submit the required Forms to the California Department of Health Care Services to release unencumbered MHSA Housing Program Funds back to the County.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
MHSA Authorization Forms	3/15/2017	Other

MHSA HOUSING LOAN PROGRAM  
FUND RELEASE AUTHORIZATION FOR EXISTING UNENCUMBERED FUNDS

City/County: \_\_\_\_\_

Pursuant to Welfare and Institutions Code (W&I) Section 5892.5, City/County hereby request the release of Program unencumbered funds on deposit with CalHFA as of **May 31, 2016**, ("Funds") as follows:

- ☐ **Release and transfer the percent of Funds reflected on Attachment C to the designated MHSA Project COSR's administered by CalHFA; AND/OR**
- ☐ **Release and return \$ \_\_\_\_\_ or the balance of Funds to the City/County; AND/OR**
- ☐ **Release and assign the balance of Funds to the CalHFA administered Local Government Special Needs Housing Program ("SNHP").**

On behalf of the City/County listed above, I, hereby certify the following:

The City/County will use any released Funds returned to the City/County to provide housing assistance to the target populations identified in W&I Section 5600.3. Housing assistance means rental assistance or capitalized operating subsidies; security deposits, utility deposits, or other move-in cost assistance; utility payments; moving cost assistance; and capital funding to build or rehabilitate housing for homeless, mentally ill persons or mentally ill persons who are at risk of being homeless..

The City/County will administer released and returned MHSA Funds in compliance with the requirements of the MHSA including, but not limited to, the following:

- The City/County will follow the stakeholder process identified in W&I Section 5848, when determining the use of the funds;
- The City/County will include the use of the funds in the County's Three-Year Program and Expenditure Plan or Annual Update, per W&I Section 5847;
- The City/County will account for the expenditure of those MHSA Funds in the City/County's Annual Revenue and Expenditure Report (W&I Section 5899). Reporting will begin in the fiscal year when the MHSA Housing Program funds are returned to the City/County by CalHFA; and
- The City/County will expend funds within three years of receipt or the funds will be subject to reversion (W&I Section 5892 (h)).

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL

 3-15-17  
DEPUTY COUNTY COUNSEL DATE



MHSA HOUSING LOAN PROGRAM  
ONGOING ANNUAL MHSA FUND RELEASE AUTHORIZATION FOR FUTURE  
UNEUNCUMBERED FUNDS

City/County: \_\_\_\_\_

Until otherwise directed by City/County, and pursuant to Welfare and Institutions Code (W&I) Section 5892.5, City/County hereby request the annual release of MHSA funds in City/County's CalHFA MHSA account ("Account"). Said Account may include deposits of unencumbered MHSA Housing funds, MHSA residual receipt loan payments, and accrued interest (collectively referred to as "Funds"). As of May 1<sup>st</sup> of each calendar year, please:

- ☐ Release and return all Funds to the City/County; OR
- ☐ Release and assign all Funds to the CalHFA administered Local Government Special Needs Housing Program.

On behalf of the City/County listed above, I hereby certify the following:

The City/County will use any released MHSA Funds returned to the City/County to provide housing assistance to the target populations identified in W&I Section 5600.3. Housing assistance means rental assistance or capitalized operating subsidies; security deposits, utility deposits, or other move-in cost assistance; utility payments; moving cost assistance; and capital funding to build or rehabilitate housing for homeless, mentally ill persons or mentally ill persons who are at risk of being homeless; and


The City/County will administer released and returned MHSA Funds in compliance with the requirements of the MHSA including, but not limited to, the following:

- The City/County will follow the stakeholder process identified in (W&I Section 5848), when determining the use of the funds;
- The City/County will include the use of the funds in the County's Three-Year Program and Expenditure Plan or Annual Update, (W&I Section 5847);
- The City/County will account for the expenditure of those MHSA Funds in the City/County's Annual Revenue and Expenditure Report (W&I Section 5899) Reporting will begin in the fiscal year when the MHSA Housing Program funds are returned to the City/County by CalHFA; and
- The City/County will expend the returned funds within three years of receipt or the funds will be subject to reversion. (W&I Section 5892 (h)).

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL

 3-15-17  
DEPUTY COUNTY COUNSEL DATE

MHSA HOUSING LOAN PROGRAM  
ONGOING ANNUAL MHSA FUND RELEASE AUTHORIZATION FOR FUTURE  
UNEUNCUMBERED FUNDS

Make check payable to (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Must attach evidence of City/County Board of Supervisors Approval

-----

State of California Use Only:

REVIEWED BY:

Department of Health Care Services  
Agency

California Housing Finance

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



## **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: 3/28/2017**

**DEPARTMENT: BEHAVIORAL HEALTH**

**DEPT HEAD/DIRECTOR: Alan Yamamoto**

**AGENDA ITEM PREPARER: Alan Yamamoto**

**SBC DEPT FILE NUMBER: 810**

**SUBJECT:**

**BEHAVIORAL HEALTH DEPARTMENT - A. YAMAMOTO**

Approve 60 Month Lease and Maintenance Agreement for Konica Minolta Copier with US Bank in the amount of \$12,647.95.

SBC FILE NUMBER: 810

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The County Behavioral Department requests approval to enter into a lease and maintenance agreement to acquire a new copier. We have had many years of wear on the current copier machine and it has been requiring frequent repairs. We were also informed that the copier is obsolete and the service provider can no longer continue to repair it. We are aware that at least two other county departments recently acquired new copiers through long term lease agreements with Monterey Bay Services (MBS) and we have contacted MBS to inquire about a similar arrangement for a long term lease of a new copier. The total lease costs for the 60 month copier lease is \$12,647.95 at payment schedule rate of \$210.80 per month for 60 months. There are separate maintenance costs based on a per copy rate formula of \$0.005 a copy, for example, 15,000

copies per month at \$0.005=\$75.00 per month.

(3) OTHER AGENCY INVOLVEMENT:  
None

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

12,797.95

**STAFF RECOMMENDATION:**

1) Authorize the Behavioral Health Director to initiate and sign the Copier Lease and Servicing agreement for a period of 60 months beginning April 11, 2017

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
Copier Lease & Maintenance Agreement with US Bank	3/15/2017	Contract





## Rental Agreement

APPLICATION NO.

2201782

AGREEMENT NO.

### EQUIPMENT FINANCE

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092

Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

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

### CUSTOMER INFORMATION

FULL LEGAL NAME

County of San Benito

STREET ADDRESS

419 4<sup>th</sup> Street

CITY

Hollister

STATE

CA

ZIP

95023

PHONE

831-646-4120

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

Behavioral Health - 1131 Felipe Road - Hollister, CA 95023

### SUPPLIER INFORMATION

NAME OF SUPPLIER

MBS Business Systems

STREET ADDRESS

325 Victor Street, Ste. A

CITY

Salinas

STATE

CA

ZIP

93907

PHONE

831-758-1048

FAX

### EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

Konica Minolta Bizhub 808 Digital MFP

SERIAL NO.

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL

 3-9-17  
DEPUTY COUNTY COUNSEL DATE

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

☐ See the attached Schedule A

### TERM AND PAYMENT SCHEDULE

Term in 60 Months

60

Payments\* of \$

210.80

\*plus applicable taxes

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

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

### OWNER ACCEPTANCE

U.S. Bank Equipment Finance

OWNER

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.

County of San Benito



CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED

FEDERAL TAX I.D. #

PRINT NAME

### ACCEPTANCE OF DELIVERY

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

County of San Benito



CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATE OF DELIVERY



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

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

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

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

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

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

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

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

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

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

CA. JAV.

CA. JAV.



# Managed Print Services Agreement

Date: March 1, 2017  
 Contract #:  
 P.O. #:  
 Sales Rep: Veronica Oswald

<b>BILL TO</b>		<b>EQUIPMENT LOCATION</b>	
San Benito Co. Behavioral Health		Behavioral Health	
1131 San Felipe Rd.		1131 San Felipe Rd.	
Hollister CA 95023		Hollister CA 95023	
Billing Contact	Maria Sanchez	Key Operator	Maria Sanchez Phone (831)636-4020
Email	msanchez@sbcmh.org	Email	msanchez@sbcmh.org
Phone/Fax	(831)636-4020	Meter Contact Preference:	Fax Number:
		Equip <input type="checkbox"/>	Fleet view <input type="checkbox"/>
		Fax <input type="checkbox"/>	Email <input type="checkbox"/>

**MAINTENANCE AGREEMENT TERMS:**

Contract Start Date: Contract End Date:

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

Labor <input checked="" type="checkbox"/>	Parts <input checked="" type="checkbox"/>	4 Hour Avg. Response <input checked="" type="checkbox"/>	Drum Units <input checked="" type="checkbox"/>	Firmware Upgrades <input checked="" type="checkbox"/>
Black Toner <input checked="" type="checkbox"/>	Blk. Developer <input checked="" type="checkbox"/>	Loaner Unit if Needed <input checked="" type="checkbox"/>	Fuser Units <input checked="" type="checkbox"/>	IT Support** <input type="checkbox"/>
Color Toner <input checked="" type="checkbox"/>	Clr. Developer <input checked="" type="checkbox"/>	Preventative Maintenance <input checked="" type="checkbox"/>	Transfer Units <input checked="" type="checkbox"/>	External Fiery Controller** <input type="checkbox"/>

Other: \_\_\_\_\_

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

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

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

MONTHLY BASE BILLING FEE			OVERAGE COST PER IMAGE:	
TYPE	Mo. Fee	Included	TYPE	Cost Per Image/Scan
BW MFP Images	\$75.00	15,000	BW MFP Images	\$0.0050
Color MFP Images			Color MFP Images	
BW Printer Images			BW Printer Images	
Color Printer Images			Color Printer Images	
Scans	No Charge	1,000	Scans	\$0.0025
Base Billed in Advance: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly				

**ADDITIONAL COVERAGE OPTIONS:**

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

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

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

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

**EQUIPMENT:**

Make/Model	Serial Number	ID Number	B/W Start Meter	Color Start Meter
Mono 808				

**MAINTENANCE AGREEMENT ACCEPTANCE:**

I have read and agree to the terms & conditions outlined above and on page two (2) of this maintenance agreement and choose to purchase the agreement at this time. I understand that this agreement is automatically renewed annually at the end of the contract term at MBS' then prevailing rates. This contract may be canceled by either party, with 30 days written notice.

I decline this maintenance agreement and understand that all future service calls will be chargeable. Fees will be based upon MBS' current hourly labor rate plus applicable travel time. Parts and supplies will be available at the manufacturer's suggested retail pricing. Guaranteed priority 4 hour average service response time is not available for equipment not under maintenance agreement.

<b>CUSTOMER ACCEPTANCE</b>		<b>MBS ACCEPTANCE</b>	
Authorized Signature	Print Name	Signature	Date



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

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL

 3-9-17  
DEPUTY COUNTY COUNSEL DATE





## CALIFORNIA JUDICIAL REFERENCE AGREEMENT

### EQUIPMENT FINANCE

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

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

- Any and all disputes, claims and controversies arising out of the Financing Documents or the transactions contemplated thereby (including, but not limited to, actions arising in contract or tort and any claims by a Party against Lessor/Secured Party related in any way to the Financing) (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms of this Agreement in lieu of the jury trial waivers otherwise provided in the Financing Documents.
- Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure Sections 638 et seq.
- The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least ten (10) years' experience practicing commercial law. The Parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior written consent of all Parties.
- If the Parties are unable to agree upon a referee within ten (10) calendar days after one Party serves a written notice of intent for judicial reference upon the other Party or Parties, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b).
- The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court and California Evidence Code, except as otherwise specifically agreed by the Parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.
- Nothing in this Agreement shall be deemed to apply to or limit the right of Lessor/Secured Party (a) to exercise self help remedies such as (but not limited to) setoff, (b) to foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, (c) to obtain from a court provisional or ancillary remedies (including, but not limited to, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver), or (d) to pursue rights against a party in a third-party proceeding in any action brought against Lessor/Secured Party (including actions in bankruptcy court). Lessor/Secured Party may exercise the rights set forth in the foregoing clauses (a) through (d), inclusive, before, during or after the pendency of any judicial reference proceeding. Neither the exercise of self help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies or the opposition to any such provisional remedies shall constitute a waiver of the right of any Party, including, but not limited to, the claimant in any such action, to require submission to judicial reference the merits of the Dispute occasioning resort to such remedies. No provision in the Financing Documents regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in any Financing Document for judicial reference of any Dispute.
- If a Dispute includes multiple claims, some of which are found not subject to this Agreement, the Parties shall stay the proceedings of the Disputes or part or parts thereof not subject to this Agreement until all other Disputes or parts thereof are resolved in accordance with this Agreement. If there are Disputes by or against multiple parties, some of which are not subject to this Agreement, the Parties shall sever the Disputes subject to this Agreement and resolve them in accordance with this Agreement.
- During the pendency of any Dispute which is submitted to judicial reference in accordance with this Agreement, each of the Parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Agreement. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing Party shall be entitled to reasonable court costs and legal fees, including customary attorneys' fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the Party by its counsel, in such amount as is determined by the referee.
- In the event of any challenge to the legality or enforceability of this Agreement, the prevailing Party shall be entitled to recover the costs and expenses from the non-prevailing Party, including reasonable attorneys' fees, incurred by it in connection therewith.
- THIS AGREEMENT CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN OR AMONG THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638.

IN WITNESS WHEREOF, Lessor/Secured Party and Customer have each caused this California Judicial Reference Agreement to be duly executed as of    2017.

**U.S. Bank Equipment Finance**

Lessor/Secured Party

**County of San Benito**

Customer

**X**

Signature

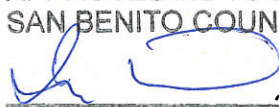
Signature

Title

Title

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

A595 REV 12/13

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL  
  
31  
DEPUTY COUNTY COUNSEL DATE

## REQUEST FOR CERTIFICATE OF INSURANCE

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

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

Description of Item(s) to be insured

TO: Lessee's Insurance Agent

Name of Agency: \_\_\_\_\_

Model: Konica Minolta Bizhub 808

Agent: \_\_\_\_\_

S/N: \_\_\_\_\_

Address: \_\_\_\_\_

Model: \_\_\_\_\_

\_\_\_\_\_

S/N: \_\_\_\_\_

Phone#: \_\_\_\_\_

Model: \_\_\_\_\_

Fax# : \_\_\_\_\_

S/N: \_\_\_\_\_

Email: \_\_\_\_\_

Insurable Value: \$ 9,827.50

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

COMPREHENSIVE GENERAL LIABILITY / PROPERTY DAMAGE COVERAGE:

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

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

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

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

LesseeName: County of San Benito

Address: 1131 Felipe Road

LESSEE AGREEMENT# 2201782

City, State, Zip: Hollister, CA 95023





EQUIPMENT FINANCE

AGREEMENT NO.

2201782

**NON-APPROPRIATION ADDENDUM**

Addendum to Agreement # 2201782, dated                     , between  
County of San Benito, as Customer and **U.S. Bank Equipment Finance**, as Lessor.

The parties wish to amend the above-referenced Agreement as set forth below:

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** Customer hereby represents and warrants to Lessor that: (a) Customer is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Internal Revenue Code and Treasury Regulations and Rulings related thereto (the "Code"). If Customer is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver the Agreement and to carry out its obligations hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement. (d) The Equipment will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Customer's need for the Equipment is not expected to diminish during the term of the Agreement. (e) Customer has funds available to pay contracted Payments until the end of its current appropriation period, and it intends to request funds to make contracted Payments in each appropriation period, from now until the end of the term of the Agreement. (f) The Customer shall comply at all times with all applicable requirements of the Code. (g) Customer's exact legal name is as set forth on page one of the Agreement. Customer will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

**NON-APPROPRIATION:** If sufficient funds are not appropriated to make contracted Payments under the Agreement, the Agreement shall terminate and Customer shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Customer shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to Lessor. If Customer fails to deliver possession of the Equipment to Lessor, the termination shall nevertheless be effective but Customer shall be responsible for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to deliver possession and for any other loss suffered by Lessor as a result of Customer's failure to deliver possession as required. Customer shall notify Lessor in writing within seven (7) days after the failure of the Customer to appropriate funds sufficient for the payment of the contracted Payments, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to Customer.

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

<hr/>		<b>County of San Benito</b>	
Lessor		Customer	
<hr/>		<hr/>	
Signature		<b>X</b>	
		Signature	
<hr/>		<hr/>	
Title	Date	Title	Date

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





EQUIPMENT FINANCE

AGREEMENT NO.

2201782



## STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # 2201782, dated [REDACTED], between **County of San Benito**, as Customer and **U.S. Bank Equipment Finance**, as Lessor.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**U.S. Bank Equipment Finance**

Lessor

Signature

Title

Date

**County of San Benito**

Customer

X

Signature

Title

Date

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

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL

27636

 3-9-17  
DEPUTY COUNTY COUNSEL DATE

Page 2 of 2

Rev. 01/21/2015



## **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: 3/28/2017**

**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**

1) Approve sole source professional services contract with Willdan Financial Services due to their current work for the County, and extensive professional experience; (2) Approve proposal from Willdan Financial Services User Fee Study Update for San Benito County in the total not to exceed amount of \$24,925.00 (176 total hours); (3) Approve Amendment No. 1 to Contract with Willdan Financial services, in the additional amount of \$24,925 for a total not to exceed amount of \$70,525; (4) and authorize the CAO to execute any necessary amendments to the contract, not to exceed an additional \$7,052 (10% of the contract amount.)

SBC FILE NUMBER: 119

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

Staff requests that the Board of Supervisors approve a proposal provided by Willdan Financial Services to complete an updated User Fee Study for San Benito County. In 2006, MuniFinancial Corporation completed the Final Report (please see second attachment) detailing the User Fees of ten (10) County Departments.

Since that date, the Board approved the creation of the Resource Management Agency (RMA) that combined the Planning and Public Works Departments into one entity.

Willdan Financial Services is the consulting firm that is currently working on the update of the San Benito County Impact Fees Report, which is due for presentation to the Board within the next 60 - 90 days. Preliminary results of the Impact Fees will be made available to staff within the next two weeks.

In the interim, in an effort to maximize available revenue sources in accordance with all applicable California Government Code Statutes, staff is asking the Board to approve the attached proposal for completion of 176 total hours of work by Willdan Staff at a total cost of \$24,925.00.

The timeline for completion is approximately four and one-half months with a Final Report scheduled for submission to the County in mid-July of 2017.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

1) Approve sole source professional services contract with Willdan Financial Services due to their current work for the County, and extensive professional experience; (2) Approve proposal from Willdan Financial Services User Fee Study Update for San Benito County in the total amount of \$24,925.00 (176 total hours); (3) Approve Amendment No. 1 to Contract with Willdan Financial services, in the additional amount of \$24,925; (4) and authorize the CAO to execute any necessary amendments to the contract, not to exceed an additional \$7,052 (10% of the contract amount.)

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description

Amendment No. 1

Upload Date

3/18/2017

Type

Cover Memo

Willdan original contract	3/23/2017	Standard Contract
Exhibit No. 2	3/18/2017	Backup Material
San Benito County User Fee Proposal from Willdan	3/12/2017	Backup Material
Background Materials	3/18/2017	Backup Material
Muni Finance 2006 SBC User Fee Report	3/12/2017	Backup Material

## AMENDMENT TO CONTRACT

# 1

The County of San Benito ("COUNTY") and Willdan Financial Services ("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 December 13, 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:

In addition to those services to be provided under Exhibit "1", additional services to be included under the contract shall include the services set forth in the "Proposal for User Fee Study" dated on or about February 24, 2017, attached hereto as Exhibit "2 and incorporated herein by this reference.

☐ 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:**

The total sum under this amendment and the original contract shall be increased by an additional \$24,925, for a total not to exceed amount of \$70,525.00. Hourly rates are set forth in Exhibit "2." Notwithstanding any provision to the contrary in Exhibit "2" regarding the payment of fees and costs by the County, the total amount due under this amendment shall not exceed \$70,525, without the written agreement of the Board of Supervisors. Any travel expenses shall be consistent with the rates and regulations set forth in the county's travel policy.

- ☐ 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:\_\_\_\_\_

\_\_\_\_\_  
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

\_\_\_\_\_  
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 Willdan Financial Services ("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 December 13, 2016, and end on December 13, 2017, unless sooner terminated as specified herein.

2. **Scope of Services.**

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

3. **Compensation for Services.**

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

4. **General Terms and Conditions.**

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

5. **Insurance Limits.**

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

- (a) Comprehensive general liability insurance: \$1,000,000.00 \_\_\_\_\_
- (b) Professional liability insurance: \$1,000,000.00 \_\_\_\_\_
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000.00 \_\_\_\_\_

6. **Termination.**

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

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

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

8. Information about Contract Administrators.

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

Contract Administrator for COUNTY:

Name: Louie Valdez \_\_\_\_\_

Title: Management Analyst \_\_\_\_\_

Address: 481 4<sup>th</sup> Street \_\_\_\_\_

Hollister, California 95023

Telephone No.: (831)-636-4000, Ext. 18 \_\_\_\_\_

Fax No.: (831)-636-4010 \_\_\_\_\_

Contract Administrator for CONTRACTOR:

Name: James Edison \_\_\_\_\_

Title: Managing Partner \_\_\_\_\_

Address: 1939 Harrison Street, Suite 430 \_\_\_\_\_


Oakland, California 94612 \_\_\_\_\_

Telephone No.: (800)-755-6864 \_\_\_\_\_

Mobile No.: (415)-786-0295 \_\_\_\_\_

**SIGNATURES**

APPROVED BY COUNTY:

 \_\_\_\_\_

Name: Robert Rivas \_\_\_\_\_

Title: Chairman of the Board of Supervisors \_\_\_\_\_

Date: 12/13/2016 \_\_\_\_\_

APPROVED BY CONTRACTOR:

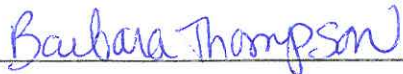
 \_\_\_\_\_

Name: Chris Fisher, Vice President - Group Manager

Date: January 16, 2017 \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

 \_\_\_\_\_

By: Barbara Thompson, Acting Asst. County Counsel

Date: 12/13/2016 \_\_\_\_\_

ATTACHMENT A  
Scope of Services

Attached correspondence from Wildan Financial Services dated November 21, 2016, section entitled "Scope of Services" including Task 1, Task 2, Task 3, Task 4, Task 5 and Task 6.

END OF ATTACHMENT A.

November 21, 2016

Mr. Louie Valdez  
Clerk of the Board of Supervisors  
San Benito County  
481 Fourth Street  
Hollister, California 95023

**Re:    *Proposal to Prepare a Development Impact Facilities Fee Study Update for San Benito County***

Dear Mr. Valdez:

As a follow up to our recent correspondence, Willdan Financial Services ("Willdan") is pleased to submit the following scope of services, staffing, and budget to San Benito County ("County") in regard to preparing a public facilities impact fee update.

## Scope of Services

Below is our proposed scope of services, which is described in detail by task. Willdan will perform the following tasks to assist San Benito County with the development impact fee report update.

### Task 1:       Revise Demographics

**Objective:**       Update base year demographic assumptions to most recent available data.

**Description:**    Willdan will update base year demographics to the most recently available data for population, dwelling units and employees. Base year demographic data is used to identify the standards for public facilities necessary to calculate a public facilities impact fee.

### Task 2:       Incorporate Revised Facility Costs

**Objective:**       Incorporate latest facility planning into impact fee.

**Description:**    Based on data provided by City staff, Willdan will alter the project list and costs to be funded through the public facilities impact fees to reflect the latest facility planning. Four facility categories are included in this analysis: law enforcement, fire, road maintenance and park.

### Task 3:       Update Facility Standards

**Objective:**       Identify the public facilities facility standards based on latest demographic data and facility planning.

**Description:**    Based on the data collected in Tasks 1 and 2, Willdan will identify the current and future facility standards for each of the facility categories included in the study (law enforcement, fire, road maintenance and park). Facility standards are used to determine the level of public facilities that new development will fund through the updated public facilities impact fee. Park facility standards will be updated to ensure new development funds the expansion of park facilities at the existing standard.

### Task 4:       Examine Five Additional Fee Categories

**Objective:**       Perform nexus analysis for five additional fee categories.

**Description:** Willdan will use the demographic projections identified in Task 1 in concert with additional data to be provided by the County in order to examine potential fees for up to five additional fee categories. Additional categories may include, but are not limited to: health, behavioral health, emergency services, animal services, information technology, criminal justice, detention, or storm drainage. Specific categories to be examined to be determined during a conference call with County staff, based on facility needs and other policy considerations.

Using facility inventory and planned facility data provided by County staff, Willdan will identify the facility standards necessary to calculate impact fees for the five additional facility fee categories. Note that engineering analysis is not included in this scope of work.

#### **Task 5: Calculate Fees**

**Objective:** Provide a fee schedule reflecting the updated and additional development impact fees.

**Description:** Willdan will use the facility standards identified in Tasks 3 and 4 to allocate the cost of new public facilities to new development in the form of an impact fee. Fees will be calculated for single family and multi-family residential dwelling units. Fees will also be calculated for commercial, office and industrial nonresidential land uses. Draft tables documenting the impact fee calculation will be distributed to City staff for one (1) round of review, which will then be finalized in Task 5.

**Deliverables:** Draft fee tables.

#### **Task 6: Prepare Report**

**Objective:** Provide a report that documents the methodologies, adjustments and results.

**Description:** Based upon results from prior tasks, we will provide a draft report that fully documents the methodologies, data sources, project costs and other relevant information related to the impact fee update. Following one (1) round of comments from County staff, we will issue a final draft of the report

**Deliverables:** Administrative draft, final draft report.

### **Client Responsibility**

The Willdan Team will rely on the validity and accuracy of the County's data and documentation to complete this project. The County of San Benito acknowledges that Willdan is relying upon the accuracy of the information provided by the County or their designees, and that Willdan shall not be liable for any inaccuracies contained therein. County shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to County or relating to the project. Reimbursement shall be at Willdan's rates in effect at the time of such response.

### **Staffing**

Mr. James Edison, Managing Principal of Willdan's Financial Consulting Services group, will serve as the principal-in-charge for this engagement, with responsibility for ensuring the quality of all work products. Mr. Carlos Villarreal will serve as project manager for this engagement with responsibility for ensuring completion of all work associated with the project and serving as the day-to-day contact for San Benito County.

## Budget

Willdan will complete the scope of services for a fixed price fee of **\$35,600**. This fee does not include attendance at in-person meetings. If the County would like Willdan personnel to attend a meeting in regard to this project, the fee would be \$1,750 per meeting. Please note, telephone conference calls are not considered meetings.

## Additional Services

Additional services may be authorized by San Benito County and will be billed at our then current hourly consulting rates. Our current hourly rates are:

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75

Willdan Financial Services appreciates this opportunity to continue to serve San Benito County. If you have any questions regarding this proposal, please contact Mr. James Edison at (510) 912-4687 or via email at [jedison@willdan.com](mailto:jedison@willdan.com).

Sincerely,

WILLDAN FINANCIAL SERVICES



Chris Fisher, Group Manager  
Financial Consulting Services

**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 \$45,600.00 USD \_\_\_\_\_

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)

Willdan will complete the scope of services for a fixed price fee of \$35,600.00. This fee does not include attendance at in-person meetings. If the County would like Willdan personnel to attend a meeting in regard to this project, the fee would be \$1,750.00 per meeting. Please note, telephone conference calls are not considered meetings.

**Additional Services**

Additional services may be authorized by San Benito County and will be billed at the hourly rate listed in Attachment A under "Willdan Financial Services Hourly Rate Structure".

**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, to the extent resulting from CONTRACTOR's negligence or other wrongful conduct. 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, ten (10) days notice if cancellation is due to nonpayment of premium.
- (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 the County's Risk Manager, 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 established by the County's Risk Manager.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount established by the County's Risk Manager.



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

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

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

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

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

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

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

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

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

#### C-8. INDEPENDENT CONTRACTOR.

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

#### C-9. CONFLICT OF INTEREST.

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

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

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

#### C-11. NONDISCRIMINATION.

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

#### C-12. BANKRUPTCY.

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

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

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

**C-14. NEGOTIATED CONTRACT.**

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

**C-15. SEVERABILITY.**

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

**C-16. ENTIRE CONTRACT.**

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

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

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

**C-18. TERMINATION.**

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

**C-19. NOTICES.**

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

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of

such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

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

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

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

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

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

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

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

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

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

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

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

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

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

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with

respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

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

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

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

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

**C-29. COUNTERPARTS.**

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

**END OF ATTACHMENT C.**

ATTACHMENT D  
Specific Terms and Conditions

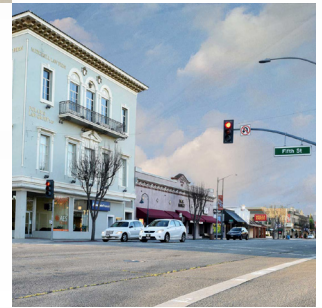
## **EXHIBIT NO. 2 TO AMENDMENT NO. 1**



# San Benito County

Proposal for

## User Fee Study





February 24, 2017

Mr. Louie Valdez  
Management Analyst III  
San Benito County  
481 Fourth Street  
Hollister, CA 95023

**Re: San Benito County – User Fee Study**

Dear Mr. Valdez:

Following up on our correspondence, and based upon your request, the following is our proposed approach and scope of services to complete a User Fee Study for San Benito County.

As you are well aware, even as the recession has eased over the past few years, many municipalities throughout the state are still faced with limited financial resources, while striving to maintain high standards of service to their communities. In light of this, it is critical for cities to ensure that their fees for requested services have been developed or updated to ensure maximum appropriate cost recovery, so that the revenues generated by fees cover the cost of those services to the best extent possible. Policymakers need a clear understanding of standards, service levels and the associated costs.

**Collaborative Approach and User-friendly Models and Reports** — Willdan prides itself on working closely with County staff to develop an approach that is targeted toward your specific objectives and accounts for your reality, and then working together with you to gather first-hand information regarding the processes and tasks required to provide services to those requesting them. **We have included one full day of on-site data gathering and staff interviews to ensure we obtain the information we need efficiently and accurately, with limited need for follow-up.** We create user-friendly Excel-based models that the County can retain, and **conduct our analysis and develop the model collaboratively with County staff.** Rather than using an inflexible proprietary software program, we construct our models from the ground up, mirroring the County's budget format wherever possible. As a result, **the information contained in our models is easy for County staff to interpret, and the familiar software ensures ease of navigation.** This also allows for easy on-the-fly adjustments and updates, inclusion of updated budgets, or changes in organizational structure. Created directly from the models, our reports clearly and graphically illustrate full and recommended levels of cost recovery and projections of revenue for fee programs, break down the costs into direct and indirect overhead categories, and present the fee methodologies.

**Our models and project approach are geared toward delivering work on schedule, and presenting results at public meetings and Board workshops. The Willdan Team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance oriented individuals, and facilitates discussion.** I have coordinated or participated in numerous public and staff workshops regarding fees and cost of service based charges.

**Experience with San Benito County** — Willdan has worked extensively with San Benito County for many years on a variety of projects, including the recent updates to the Impact Fees. Our knowledge of the organization, local community, procedures, and our positive relationships with staff will allow us to effectively gather data and information, and clarify questions, and move the study forward in a productive manner. **We will leverage our knowledge of the City's operations and key staff to facilitate this study in a cost-effective and efficient manner; focusing less time on data gathering, and more on analysis, resulting in lower project cost and a higher value.**

**Unique Combination of Services and Expertise/Public Engagement** — Willdan has provided the requested services to municipal clients for well over a decade; and is the only firm providing these types of consulting services that also has a long history of providing contract staff support to public agencies for the delivery of municipal services. This direct experience as "staff" provides us with firsthand understanding of County operations and is uniquely useful in determining the full effort associated with service delivery and in developing a fee schedule that is easy to communicate and implement.

Our objective is to provide useful, detailed information to the Board of Supervisors and staff, so that they have the information necessary to make important decisions. Our experience ensures that we can meet this objective. Whether policymakers are considering subsidizing or increasing fees, the process may be subject to public discussion among Board and community stakeholders. Our response to these sensitive political issues is to employ a real world approach to completing user fee studies, in determining the technically defensible reasonable costs of providing services. Our knowledge of each portion of the service delivery function provides for greater accuracy, reduces the likelihood of potential challenges, results in fee schedules that are easier to implement, and increases the likelihood of acceptance by stakeholders.

I, Chris Fisher, will serve as the Primary Contact person for this proposal; as an officer of the firm, I am authorized to bind Willdan Financial Services. My contact information is provided in the table below:

Contact Information
Project Manager
Chris Fisher
Vice President – Group Manager
27368 Via Industria, Suite 200
Temecula, CA 92590
Tel#: (951) 587-3500   Fax #: (951) 587-3510
Email: <a href="mailto:CFisher@Willdan.com">CFisher@Willdan.com</a>

We are excited about this opportunity to use our skills and expertise to assist San Benito County.

Sincerely,

Willdan Financial Services



Chris Fisher  
Vice President - Group Manager



# Table of Contents

TABLE OF CONTENTS .....III

SCOPE OF SERVICES .....1

Project Understanding.....1

User Fee Study Methodology.....2

User Fee Study Work Plan .....4

ESTIMATED PROJECT TIMELINE.....8

User Fee Study .....8

EXPERIENCE AND QUALIFICATIONS.....9

Firm Description.....9

Similar Services.....10

Firm Capabilities .....12

Key Staffing .....12

Resumes .....12

REFERENCES.....18

Recent Projects .....18

SCHEDULE OF FEES .....20

User Fee Study .....20

## Scope of Services

### Project Understanding

Based on our understanding of the San Benito County's request, and on our extensive experience with exactly this type of project, Willdan Financial Services ("Willdan") is confident that we can meet the County's objective of reviewing, and evaluating the identified categories of user fees, developing appropriate and defensible methods of analysis to determine the full cost of providing various County services, and then recommending updated fee amounts based upon this analysis. The overall objective is to establish an updated schedule of fees that is objective, fair and equitable, that maximizes the recovery of the costs of providing County services.

The end products will include a report and a user-friendly Excel-based model, which County staff will retain, and which can be easily updated in the future. The model will be used to calculate and analyze the components that make up the full cost of services provided by the County, the recommended level of cost recovery (taking into account appropriate subsidies), and the revenue impacts to the County of proposed changes in fees. Most importantly, we will ensure that the results and recommendations are clear and understandable, defensible, and easily implementable.

For this fee study, we will meet directly with departmental representatives at the County, to discuss the approach and process that is best suited for each fee category; and then in more detail to identify processes and levels of activity and effort involved in providing services for which user fees are paid. Through this process we will identify the full cost recovery amount for each fee related activity, compare this with the County's current cost recovery levels, and then discuss with staff, policy and/or political concerns that need to be considered in developing recommended fees. Final recommended fees will be the result of these collaborative discussions, so that they reflect realities and considerations that are specific to San Benito County.

We will review and analyze existing user fee programs, and based upon conversations with County staff, a review of other neighboring cities, and our experience with fee programs in other cities, make suggestions as necessary for fees that may need to be added to the County's fee schedule, for activities that occur with some regularity, for which a fee is not currently being charged.

For a successful and effective engagement, it is important to have a thorough understanding of the structure and organization of the County. We bring years of successful experience working directly with hundreds of cities throughout California, and specifically with San Benito County.

Willdan possesses the resources, practical experience, creative thinking, and collaborative consulting skills necessary to complete this important project. Key distinct advantages that Willdan brings to the County include the following:

**On-site Data Gathering:** Our experience has taught us that working together, via face-to-face discussions, is the most efficient and thorough way to ensure that results are accurate, and that studies are completed in a timely manner. Consequently, through on-site interviews with your staff, Willdan will collect the majority of required data for the studies. This method is better than the typical "time and motion surveys" that are provided to agency staff when studies like these are conducted. This process ensures that we gather the data needed in one coordinated step, rather than having to go through repeated follow-up and clarification. This approach and the dedication of several of our staff will help ensure we meet the County's timeline and objectives, and provide important information to County staff and the Board as soon as possible.

**Public Engagement:** Our models and project approach are geared toward delivering our work on schedule and presenting our analysis results at public meetings and Board workshops. While we understand that the County Board and local business community may be generally supportive of increasing fees where necessary, it will be important to present recommendations to them in a way that clearly demonstrates the rationale and supporting analysis. The Willdan Team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance oriented individuals and facilitates discussion. Our proposed project manager for this engagement has coordinated, or participated in numerous public and staff workshops regarding fees and cost of service based charges. As previously mentioned, our objective is to provide useful, detailed information to the Board and County staff, necessary to make important decisions. Our experience ensures that we can meet this objective.

**User-friendly Models and Reports:** Willdan prides itself on creating user-friendly Excel-based models that the County can retain, and **conducting our analysis and developing the models collaboratively with County staff.** With County staff's immediate input and collaboration, Willdan will design extremely flexible, intuitive Excel-based models. In the future, as the County assumes new responsibilities, modifies existing processes, and/or eliminates

unnecessary services or programs, the models will be capable of adding or deleting funds, objects, departments, programs, staff positions, and activities. Willdan understands that issues facing the County are unique; consequently, we design our models to match your immediate and desired needs to ensure that end-results exceed staff expectations.

***These models are then the County's to retain, after our services are completed, and allows for the creation of revenue projections, highlighting potential new revenues, and levels of subsidy.***

A key element of these studies are presenting results and recommendations in a straightforward manner, that allows Board and staff to confidently make fee setting policy decisions, and understand the impacts of those decisions. Rather than using an inflexible proprietary software program, we construct our models from the ground up, as previously discussed, mirroring the County's budget format wherever possible. As a result, the information contained in our models is easy for County staff to interpret, and the familiar software ensures ease of navigation. As the models are being designed and constructed, we will work together with County staff to determine the best and most effective features to include. After the project is completed, we will provide training, so that your staff can independently and efficiently evaluate the effects of changes in certain factors. Created directly from the models, our reports clearly and graphically illustrate bases for the full cost recovery level of fee programs, provide projections of revenue from fee programs, both at full cost recovery and at recommended levels, and present the fee methodologies.

**The models will be developed to allow the County to run "what-if" scenarios to address possible changes in staffing levels, working hours, etc.**

## User Fee Study Methodology

The following describes our project understanding, proposed approach, and work plan for a User Fee Study.

In order to comprehensively update fees, the County should develop a user fee schedule that accurately accounts for the true cost of providing services. Once the study is complete, the fee study model must be flexible so that the County can add, delete, and revise fees in the future. To meet this goal, we will bring our expertise and unique perspectives to your fee study by approaching the project with these three principles:

### 1) Defensibility

Our user fee projects have not been legally challenged since the inception of this practice area in our firm. We have accomplished this by closely working with legal counsel familiar with user fee studies, our engineering division and with agency staff. In this way, we can tailor the correct approach to ensure full cost recovery combined with a sound and reasonable basis for each user fee you implement.

While Proposition 218 does not directly apply to non-property-related fees, we employ principles from this important constitutional article to make certain that your user fee and rate schedule is developed with fairness, equity, and proportionate cost recovery principles in mind. With the addition of Proposition 26, Willdan will review each analyzed user fee for compliance and appropriateness to ensure continued defensibility.

### 2) Project and Staff Time

The County must have a sound and technically defensible fee schedule to ensure costs are appropriately recovered, as applicants approach the County for its services. Our standards and approaches serve to get to the issues of your fee study quickly. Starting with the project kick-off, we will make certain that your staff understands the purpose and scope of the study and its corresponding on-site departmental interview. As Willdan is able to communicate directly with the service providers, this face-to-face interaction provides valuable time estimates.

### 3) Responsiveness

We take great pride in providing responsive service to our client agencies. Frequent communication is critical to a successful user fee study experience. We will provide a list of data requirements in advance of the project kick-off. Due to this simple step, the introductory meeting can focus on the survey input process, answering questions, determining policy goals, and defining next steps in the project. We will follow up weekly with you at each step in the fee study process to make sure that staff "buys in" to the fee study approach and results.

## Approach

Our approach to preparing the user fee study and documentation for the County includes:

- Close coordination with your staff to devise a consensus approach. Different programs and/or different service delivery methods will necessitate different approaches. We will discuss specific pros and cons with County staff as we determine which methods work best for various categories of fees;

- Strict adherence to key legal and policy issues with regard to user fees, including the percent of cost recovery that the County seeks to achieve. A user fee shall not be set higher than the reasonable cost of providing a fee-generating service. Our approach provides you with a fee schedule that achieves maximum legal cost recovery while ensuring that each fee is supported by technically defensible documentation; and
- Technical analysis necessary for project participants to resolve policy issues.

As described below, there are two basic approaches to calculating user fees:

#### Approach 1: Case Study Method

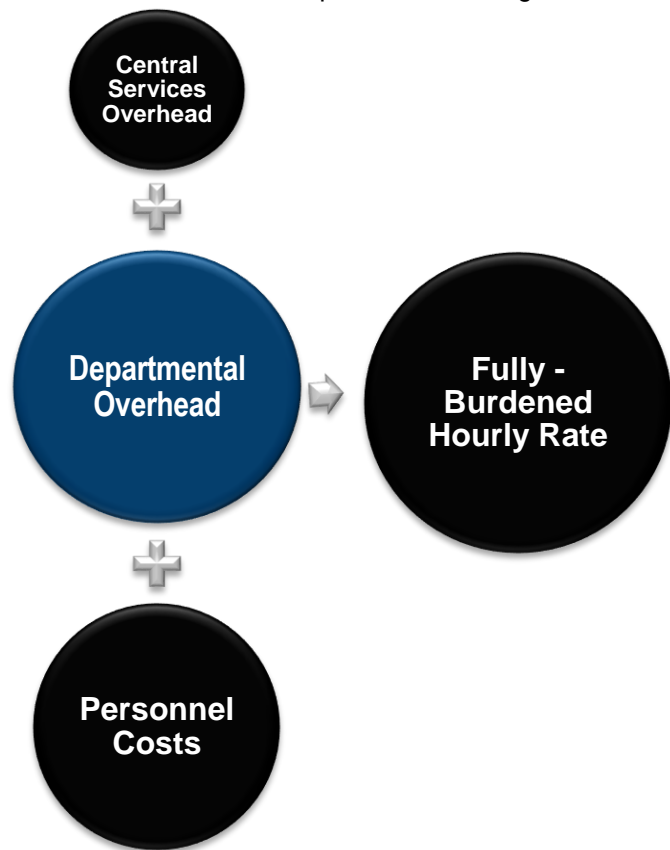
This is also sometimes referred to as a cost build-up approach. Using a time and materials approach, the “Case Study Method” examines the tasks, steps and County staff involved in providing a particular ‘unit’ of service, such as a permit review, and then uses that information to develop estimates of the actual labor and material costs associated with providing a unit of service to a single user. It is often used when a service is provided on a regular basis, and staff and other costs associated with the service can be segregated from available budget data.

A typical case study fee model should comprise the following three general cost layers:

**1) Central Services Overhead:** This category may involve such costs as labor, services, and supplies that benefit more than one department, division, or project. The exact benefits to specific areas are impossible to ascribe to a single activity. Examples are purchasing, human resources, and liability insurance. As part of the user fee study, these costs are calculated in the overhead cost review.

**2) Department Overhead:** This category may include expenses related to such items as office supplies, outside consultants, and membership dues. It may include management, supervision, and administrative support that are not provided to a direct fee-generating service. Typically, these items are charged, on an item-by-item basis, directly to the department, division, or project.

**3) Personnel Costs:** This category refers to direct salary and benefit costs of staff hours spent on providing a fee-generating service (e.g., on-site building inspector).



#### Approach 2: Average Cost Method

This is also sometimes referred to as a programmatic approach, because it looks at costs at a program level, and then allocates them to participants on an occurrence basis. By taking total service costs across a substantial sample period (a year), and dividing by the total number of service units delivered over that same period, costs per unit of service is estimated.

This approach is useful when services or programs are provided in a more aggregate manner, where it might be difficult to identify a specific sequence of steps associated with one user or participant; or where it is not feasible to cost-effectively segregate costs associated with specific activities.



## User Fee Study Work Plan

### Task 1: Initial Document Request

**Objective:** Initial due diligence; obtain study-related data.

**Description:** Prior to the kick-off meeting, we will obtain and review relevant documentation to further enhance our understanding of the services, fees, and rates to be studied. A written request for data will be sent to the County. Please note that Time Survey data is not part of this request and will be gathered during the on-site interviews described in Task 5.

We will request information and documentation on current fees and fee programs, activity levels, and budget and staffing information (to the extent not already available) related specifically to programs and activities which have associated fees, and for which the County has this level of detail.

**Deliverables:** **Willdan:** Submit information request to County.

**County:** Provide requested data to Willdan (prior to Task 3, Kick-off Meeting/Refine Scope). We will follow up with the County to confirm receipt of requested data and information, and highlight data elements that are outstanding.

### Task 2: Compile Inventory of Current and Potential Fees/Review Existing Cost Allocation Method

**Objective:** Willdan will identify a schedule of fees and methodology for calculating the fees, obtain and review the County's current methodology and approach to allocating indirect service costs, and obtain staffing, salary and benefit information.

**Description:** Based on the results of the initial document request and independent research, incorporate into our model the existing fees, provided by the County, to comprise the parameters of the fee study.

As this engagement does not include the development of a full cost allocation plan, we will obtain data necessary to develop indirect cost allocation percentages. We will gather and review data necessary, and any supporting analysis the County may already have, related to its current cost allocation approach. This information will be used to verify the allocation of indirect service costs to operating departments, and then will be incorporated with staffing, and salary and benefit data to develop a comprehensive schedule of Fully-Burdened Hourly Rates (FBHR). These rates will form a basis for the calculation of the costs of providing services to residents and customers, for which fees are charged.

**Meetings:** It is possible that a conference call with the County may be necessary to discuss new fees to implement or existing fees that may no longer be required.

**Deliverables:** **Willdan:** One (1) draft list of current fees based on initial data provided (to be discussed and finalized during the kick-off call), and a schedule of Fully-Burdened Hourly Rates.

**County:** Review completed fee schedules with comments/revisions to be discussed during the kick-off meeting.

### Task 3: Kick-off Conference Call /Refine Scope

**Objective:** Confirm goals and objectives for the Fee Study. Identify and resolve policy issues typically raised by a User Fee Study, address gaps in data, and refine appropriate existing or new fee categories (based on Task 2).

**Description:** Verify our understanding of the County's goals, the County's cost-recovery policy for user fees, and fill any gaps in data/information necessary for the project. It is important for the County and Willdan to identify and address foreseeable problems, and maintain open communication throughout the process.

During this call, we will ask that the County identify a project manager who will serve as the primary contact for the project. The project manager shall have responsibility for ensuring that all available data is provided in a timely manner, thereby maintaining adherence to the project's schedule.

**Meetings:** One (1) project kick-off call to initiate the entire project, discuss data needs, and address policy issues.

**Deliverables:** **Willdan:** 1) Revised project scope and schedule (if needed); and 2) brief summary of policy decisions (if needed).

**County:** 1) Provide further data needs; and 2) determine/introduce the County's project manager.

#### Task 4: Develop Fee Model

**Objective:** Develop and test model.

**Description:** This task involves the development of the model ultimately used to calculate the departmental fees, based on data and information gathered in previous tasks and in the Time Survey Interviews described in Task 5. To ensure that County policies are met through the imposition of the calculated fees, the model will be formatted to include appropriate costs.

Key model inputs will include staff and allocated overhead costs per position, and relevant budget data on salaries and benefits. This information will be obtained directly from the County and incorporated directly into the user fee model. We will request clarification and/or additional data if necessary.

The model will provide an allocation of administrative and overhead costs to fee related activities and departments providing services to customers, so that fees and billable rate schedules incorporate applicable costs. Furthermore, the fees and rates charged to customers will also reflect the cost of the services being provided, to the extent possible given policy and/or political considerations.

**Deliverables:** **Willdan:** One (1) user-friendly model in Microsoft Excel format, which, when finalized, County staff can use to calculate fee changes annually, or as often as deemed appropriate by the County Board.

#### Task 5: Time Survey Interviews and On-site Information Gathering

**Objective:** Meet with County staff to complete Time Surveys and understand service delivery processes.

**Description:** In order to assist staff with the completion of the survey worksheets, we will schedule one (1) full day of on-site meetings with staff; however, the number of meetings needed may vary depending on the number of staff and departments involved.

The Willdan Team will conduct interviews with supervisors/managers, as well as other staff, as deemed appropriate and/or necessary, from each department involved in the user fee study to determine the average time required by County staff to provide each of the services for which a fee is collected.

The fee model is designed so that full cost recovery fees are calculated immediately upon input of staff time. These full costs are also compared to current cost recovery levels. This will allow Willdan and County staff to conclude with a final meeting to review the draft full cost recovery fees, and adjust any times as necessary, once all information has been compiled and input into the fee model. We will schedule the interviews with staff to minimize any disruption to their normal workflow.

**Meetings:** One (1) full business day of on-site meetings/staff interviews.

**Deliverables:** **Willdan and County:** Time surveys and draft full cost recovery fees.

#### Task 6: Data Analysis and Final Fee and Rate Schedule

**Objective:** Incorporate information obtained from on-site surveys to fully develop model.

**Description:** We will update the model, based on information received during the on-site surveys, to generate a user fee schedule. In addition, it is very common that a supplemental data request may be necessary, based on new fees identified that the County is not currently collecting. Where appropriate, we will suggest and discuss with staff alternate approaches to existing fee programs (i.e. building fees), and suggest potential areas where fees could be collected where they are not currently. We will present the full cost recovery level for fees, both current and projected under the new calculated fees, and revenue projections, given certain assumptions about the levels of subsidy for different fees. Current levels of cost recovery will be compared to actual full costs calculated during the course of this study. Cost will be calculated at reasonable activity levels, and include all appropriate direct and indirect costs and overhead. We will review fee programs for compliance with Propositions 218 and 26.

The user fee data analysis and model development may take three (3) to four (4) weeks with frequent correspondence with County staff to discuss current cost recovery amounts, necessary to recover full cost and frequency activity.

**Meetings:** Conference calls to finalize fee schedule.

**Deliverables:** Final user fee and rate model for the County Board of Supervisors presentation and discussion.



## Task 7: Prepare and Present Draft Report

**Objective:** Prepare draft report.

**Description:** This task involves the preparation of the draft report that discusses the study's background, the methodologies utilized in the study, and the results and presentation to various stakeholder groups. As noted below, meetings may occur during this or the next task as appropriate. The calculations used to generate the fee and rate study will be included textually, as well as in easy to understand tables. Individual fee summaries by department and a fee schedule will be included.

The draft report will include the following:

- Key results and findings;
- Basic descriptions of each service;
- The full cost of each service and current cost recovery levels;
- Costs broken down graphically into indirect and direct components, with a graphic display of the level of cost recovery;
- Fee recommendations with associate levels of cost recovery;
- Projections of potential fee revenue;
- Assessment of reasonableness of each County's costs;
- Review of reasonableness of current consultant cost structure (for Building Division services);
- As appropriate, recommend alternative methodologies for building permit fee calculation; and
- Summary and recommendations.

The objective of the report is to communicate the recommendation of appropriate fees, which include the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.

**Meetings:** One (1) conference call or online meeting to present the draft report to County staff and the County Manager. One (1) meeting with the County's management group and the County Board to present draft results address questions and receive feedback.

**Deliverables:** **Willdan:** Draft report for County review and comment.

**County:** Review of draft report, with comments and edits.

## Task 8: Revise Draft Report/Determine Cost Recovery Levels for Recommended Adoption

**Objective:** Review of draft report and fee model.

**Description:** The goal of this task is to conduct an in-depth review of the draft report and model, incorporate feedback and changes as a result of previous discussions, and arrive at an optimum fee structure. Often through the course of an engagement, County staff will volunteer insightful likes and dislikes regarding the existing fee structure. We listen to this feedback carefully because your staff members know the community best. Comments usually revolve around issues of:

- Understandability;
- Fairness to applicants;
- Ease of calculation;
- Appropriate levels of cost recovery; and
- Full cost recovery hourly rates.

When adjusting fee recovery levels, we believe it is important to address these concerns.

Following one (1) round of comments from County staff on the draft report and feedback from County Staff, we will prepare the final report for presentation to the County Board of Supervisors.

**Meetings:** One (1) online demonstration (GoToMeeting) to review the model.

**Deliverables:** Draft report, revised draft /final report.

## Task 9: Prepare and Present Final Report/Train Staff on Model

**Objective:** Prepare and present final report to the County Board of Supervisors. Train staff on the operation and use of the model for future modifications.

**Description:** This task is the culmination of the entire project. Based on staff comments received regarding the draft report, we will prepare the final report for presentation.

**Meetings:** One (1) meeting with the County Board to present the results and adopt the updated fee schedule. We will also provide staff training on the operation and use of the model on the same day, during regular business hours.

**Deliverables:** We will provide up to five (5) bound copies, one (1) unbound copy and one (1) electronic PDF file copy of the final report and model to the County. Using Microsoft Word and Excel, an updateable electronic copy of the study and model, as well as related schedules, will also be provided on CD-ROM.

### County Staff Support

To complete our tasks, we will need the cooperation of County staff. We suggest that San Benito County assign a key individual to represent the County as the project manager who can function as our primary contact. We anticipate that the County's project manager will:

- 1) Coordinate responses to requests for information;
- 2) Coordinate review of work products;
- 3) Help resolve policy issues.

We will ask for responses to initial information requests in a timely manner. If there are delays on the part of the County, we will contact the County's project manager to steer the project back on track. We will keep the County's project manager informed of data or feedback we need to keep the project on schedule.

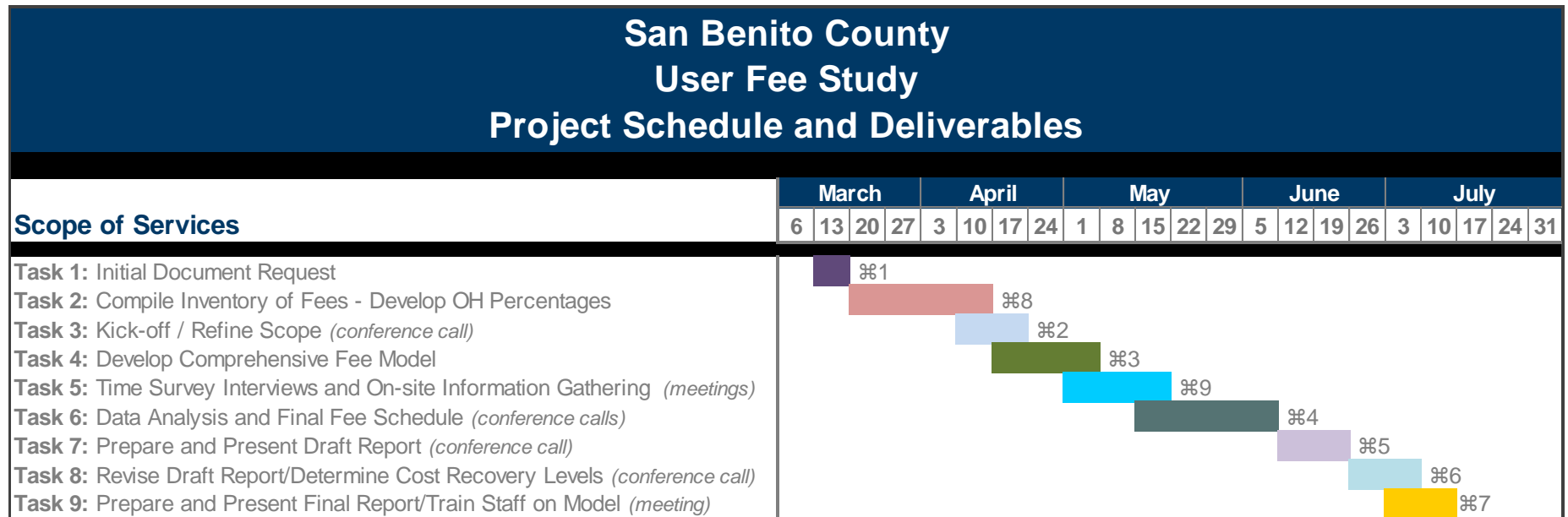
Willdan will endeavor to minimize the impact on County staff in the completion of this project.

The Willdan Team will rely on the validity and accuracy of the County's data and documentation to complete this project. San Benito County acknowledges that Willdan is relying upon the accuracy of the information provided by the County or their designees, and that Willdan shall not be liable for any inaccuracies contained therein. County shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to County or relating to the Project. Reimbursement shall be at Willdan's rates in effect at the time of such response.

## Estimated Project Timeline

Willdan understands time is of the essence for San Benito County to begin this engagement. These schedules can only be met with the cooperation of County staff. Delays in responding to our requests for data and review will result in corresponding delays to the project schedule. If that is the case, we will notify the County immediately of the possible impact on the schedule.

## User Fee Study



### Legend:

- |  |  |
|--|--|
| ⌘1: Information Request                            | ⌘6: Revised Draft Report/Final Report              |
| ⌘2: Revised Project Scope and Schedule (if needed) | ⌘7: Final Report – Hard and Electronic Copies      |
| ⌘3: User-friendly Model in Microsoft Excel         | ⌘8: Draft List of Current Fees                     |
| ⌘4: Draft Fee and Rate Model Review                | ⌘9: Time Surveys and Draft Full Cost Recovery Fees |
| ⌘5: Draft Report                                   |  |

## Experience and Qualifications

### Firm Description

Willdan Financial Services is one of four operating divisions within Willdan Group, Inc. (WGI), which was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publically owned company on NASDAQ (NASDAQ ticker: WLDN). WGI provides technical and consulting services that ensure the quality, value, and security of our nation's infrastructure, systems, facilities, and environment. The firm has been a consistent industry leader in providing all aspects of municipal and infrastructure engineering, public works contracting, public financing, planning, building and safety, construction management, homeland security, and energy efficiency and sustainability services. Today, WGI has over 700 employees operating from offices in Arkansas, Arizona, California, Colorado, District of Columbia, Florida, Illinois, Kansas, Nevada, New Jersey, New York, Ohio, Oregon, Texas, and Washington.



ENGINEERING & PLANNING



ENERGY EFFICIENCY & SUSTAINABILITY



FINANCIAL & CONSULTING SERVICES



NATIONAL PREPAREDNESS & INTEROPERABILITY

Established on June 24, 1988, Willdan Financial Services, a California Corporation, is a national firm, and is one of the largest public sector financial consulting firms in the United States. Since that time, we have helped over 800 public agencies successfully address a broad range of financial challenges, such as financing the costs of growth and generating revenues to fund desired services. Willdan assists local public agencies by providing the following services:

- Cost allocation studies;
- User fee studies;
- Real estate economic analysis;
- Economic development plans and strategies;
- Tax increment finance district formation and amendment;
- Housing development and implementation strategies;
- Financial consulting;
- Real estate acquisition;
- Classification/compensation surveys and analysis;
- Development impact fee establishment and analysis;
- Utility rate and cost of service studies;
- Feasibility studies;
- Debt issuance support;
- Long-term financial plans and cash flow modeling; and
- Property tax audits.

Our staff of over 70 full-time employees supports our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise.

The organization chart located to the right represents Willdan's reporting structure, including the operating groups and the responsible manager; it as well defines the assets available to San Benito County.



## Similar Services

Listed in the table below, are public agencies in which similar services have been completed, or are currently in progress, in the previous five years.

Willdan Financial Services 5 Year Cost Allocation Plan and User Fee Study Experience	
Contracting Agency	Project Description
City of Adelanto, CA	Citywide Cost Allocation Plan and Fee Study
City of Agoura Hills, CA	Comprehensive User Fee and Rate Study and Cost Allocation Plan, and Updates
City of Banning, CA	Cost Allocation Plan, User Fee Study and Development Impact Fee Study
City of Bellflower, CA	Overheard Cost Allocation Plan and Citywide User Fee Study
City of Bellflower, CA	OMB A-87 Cost Allocation Plan
City of Bellflower, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of Belmont, CA	User Fee Study and Refinement of Cost Allocation Plan
City of Blythe, CA	Cost Allocation Plan and OMB Compliant Plan
City of Brea, CA	Police Department Cost Allocation Plan
City of Brea, CA	Police Department Cost Allocation Plan (Placentia Dispatch)
City of Cathedral City, CA	User Fee Study
City of Cerritos, CA	Development Services User Fee Study
City of Coalinga, CA	User Fee and Rate Study
City of Colton, CA	User Fee Study
City of Compton, CA	Master Fee Study and Development Impact Fee Study
City of Covina, CA	Overheard Cost Allocation Plan, and Updates
City of Dinuba, CA	Cost Allocation Plan and Utility Rate Study
City of Encinitas, CA	Cost Allocation Plan and User Fee Study
City of Fillmore, CA	Cost Allocation Plan, OMB Compliant Plan, and User Fee Study
City of Florida City, FL	Cost Allocation Plan
City of Galt, CA	Cost Allocation Plan and OMB Compliant Plan
City of Gardena, CA	Cost Allocation Plan
City of Glendale, AZ	Cost Allocation Plan
City of Grover Beach, CA	Full Cost Allocation Plan and Comprehensive Master Fee Study
City of Hawthorne, CA	Cost Allocation Plan
City of Hawthorne, CA	Comprehensive User Fee Study
City of Hayward, CA	Comprehensive Master User Fee Study
City of Hayward, CA	Full Overhead Cost Allocation Plan
City of Hemet, CA	Cost Allocation Plan and User Fee Study
City of Hesperia, CA	Cost Allocation Plan
City of Irvine, CA	OMB A-87 Cost Allocation Plan and User Fee Study
City of Irwindale, CA	Cost Allocation Plan, User Fee Study and Development Impact Fee Study
City of La Mirada, CA	Cost Allocation Plan and User Fee Study
City of La Mirada, CA	Cost Allocation Plan and User Fee Study Update
City of La Puente, CA	Cost Allocation Plan, OMB Compliant Plan, and User Fee Study
City of Laguna Hills, CA	Comprehensive User Fee Study and Cost Allocation Plan Update
City of Lake Elsinore, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of Long Beach, CA	Update to Departmental Cost Allocation Plan



## Willdan Financial Services 5 Year Cost Allocation Plan and User Fee Study Experience

Contracting Agency	Project Description
City of Long Beach, CA	Departmental Mini Cost Allocation Plans
City of Long Beach, CA	Cost Allocation Plan and Cost Index Consulting Services
City of Long Beach, CA	Amends Cost Allocation Plan
City of Lynwood, CA	Cost Allocation Plan, Update
City of Lynwood, CA	City Hall Renovation Cost Allocation Plan
City of Manteca, CA	Cost Allocation Plan
City of Mission Viejo, CA	Comprehensive User Fee Study and Cost Allocation Plan
City of Montebello, CA	Cost Allocation Plan Update
City of Montebello, CA	Transit Cost Allocation Plan
City of Monterey Park, CA	Cost Allocation Plan and User Fee Study, and Updates
City of Monterey Park, CA	Cost Allocation Plan Update
City of Monterey, CA	Cost Allocation Plan and Indirect Cost Rate
City of Monterey, CA	Cost Allocation Plan Update
City of Murray, UT	Cost Allocation Plan
City of Oroville, CA	Cost Allocation Plan and User Fee Study
City of Pacifica, CA	Comprehensive Citywide User Fee Study and Charges Rate Study
City of Petaluma, CA	Cost Allocation Plan, User Fee Study, CIP Admin Rate and Work Order Rate Analysis, Hourly Overhead Rates, and ISF Allocation Study
City of Petaluma, CA	Cost Allocation Plan Update
City of Pittsburgh, CA	User Fee Study and Cost Allocation Plan
City of Placentia, CA	Comprehensive User Fee Study and Cost Allocation Plan
City of Salinas, CA	Full Cost Allocation Plan and Comprehensive Fee Study
City of San Bruno, CA	Comprehensive User Fee Study, Cost Allocation Plan, and OMB Compliant Plan
City of San Fernando, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of St. Helena, CA	Cost Allocation Plan, OMB Compliant Plan, User Fee Study and Development Impact Fee Study
City of Tulare, CA	Cost Allocation Plan
City of Ukiah, CA	Comprehensive Fee Study and Cost Allocation Plan
City of Union City, CA	Comprehensive User Fee and Rate Study, Full Cost Allocation Plan, and OMB Compliant Plan
City of Walnut Creek, CA	Comprehensive User Fee Study & Cost Allocation Plan
City of Watsonville, CA	Comprehensive User Fee and Rate Study, Cost Allocation Plan, and OMB Compliant Plan
City of West Covina, CA	Cost Allocation Plan and User Fee Study
City of Yucaipa, CA	Comprehensive User Fee and Rate Study, Full Cost Allocation Plan, and OMB Compliant Plan
Community Child Care Council of Santa Clara County, CA	Cost Allocation Plan
Rainbow Municipal Water District, CA	Cost Allocation Plan and OMB Compliant Plan
Sacramento Public Library, CA	Cost Allocation Plan, and Updates
Town of Danville, CA	Cost Allocation Plan
Town of Fairfax, CA	User Fee Study and Cost Allocation Plan
Town of Los Altos Hills, CA	Cost Allocation Plan and User Fee Study, and Updates
Town of Paradise Valley, AZ	User Fee Study

## Firm Capabilities

Willdan's proven and successful track-record conducting User Fee Studies and Cost Allocation Plan services for public agencies dates back to 1998. Since that time, we have developed the expertise to successfully integrate this service into the Financial Consulting Services group's primary functions.

Our record of success within the industry provides assurance of the professionalism and capability we will bring to this engagement. A team composed of project managers and analysts develop and/or update cost allocation plans, along with their frequent companion projects — user fee studies.

Vice President and Group Manager Chris Fisher has been assigned to serve as the County's representative; and has been selected for this role due to his extensive experience, which includes the preparation and supervision of numerous Cost Allocation Plans and User Fee Studies, as well as his experience presenting to governing bodies, stakeholders, and industry groups.

***It is important to note that Mr. Fisher has been with Willdan for more than 17 years, ensuring San Benito County of continuity and dedication in staffing during the completion of the project.***

## Key Staffing

Our management and supervision of the project team is very simple: staff every position with experienced, capable personnel in sufficient numbers to deliver a superior product to the County, on time and on budget. With that philosophy in mind, we have selected experienced professionals for this engagement. We are confident that our team possesses the depth of experience that will successfully fulfill your desired work performance.

Mr. **Chris Fisher** will serve as the **Project Manager** for the County and primary contact for the User Fee Study project. He will apply his extensive financial rate design/modeling experience and ability to clearly communicate results through the facilitation of numerous stakeholder forums. In this role, he will attend meetings and presentations, produce key study elements, and will be responsible for work deliverables.

Mr. **Tony Thrasher** and Ms. **Priti Patel** will provide **Analytical Support**, they will work closely with Mr. Fisher, and the County to develop complete and accurate models that will best fit the project needs. They will ensure that data is collected, interpreted, researched, and correctly entered into the model. Experience gained assisting with cost allocation plan and user fee projects for the Cities of Placentia, Bellflower, Irvine, Mission Viejo, Petaluma, and Yucaipa will be utilized throughout this engagement.

Mr. **Robert Quaid, CPA**, will provide quality assurance/quality control to this engagement in the role of **Quality Assurance/Technical Advisor**. Mr. Quaid will review the models as a third-party internal reviewer prior to their submittal to County staff. His continual review of data entry and model development assures that the draft, and final products have been thoroughly evaluated for potential errors; thus providing quality client deliverables, and high levels of integrity and outcomes throughout the duration of the project.

Furthermore, to ensure that the project stays on schedule, and is properly focused on County objectives, Mr. Fisher, in collaboration with Mr. Thrasher and Ms. Patel, will provide County staff with updates to summarize our progress against the project timeline, and update the status of upcoming deliverables. We will also document discussions leading to important policy decisions and/or the choice of critical assumptions used in constructing the analysis and model.

The Project Team will utilize a detailed Project Management Plan from the outset of the engagement to manage and control all proposed activities, deliverable deadlines, client and stakeholder engagement, and quality control. Willdan will meet with staff to enhance our understanding of the project objectives, review the project timelines, and seek assistance in identifying the best information sources to obtain the necessary inputs to evaluate the County. Finally, following key stakeholder discussions, we will schedule a call to summarize findings and direction with County staff, to make certain that we are in agreement with stated objectives, and that feedback is incorporated as appropriate. These steps guarantee that as the project moves forward success will be achieved by continually aligning our approach and work with stakeholder and County objectives, adjusting where necessary.

## Resumes

Resumes for Willdan's project team are presented on the following pages.

## Chris Fisher

### Project Manager

#### Education

*San Francisco State University, Bachelor of Science, Finance*

#### Areas of Expertise

*Cost of Service Analyses*

*Multi-disciplinary Team Management*

*Special District Formations*

*Client Presentations*

*Proposition 218*

#### Affiliations

*California Society of Municipal Finance Officers*

*Municipal Management Association of Northern California*

*California Municipal Treasurers Association*

#### 17 Years' Experience

Mr. Chris Fisher, Vice President and Group Manager of Willdan's Financial Consulting Services group, will serve as project manager for the County project. He will also share his extensive knowledge related to cost-of-service principles with members of the project team.

Mr. Fisher joined Willdan in April of 1999, and during that time has managed an array of financial consulting projects for public agencies in California, Arizona, and Florida, coordinating the activities of resources within Willdan, as well as those from other firms working on these projects. He is one of the firm's leading experts for special district financing related to public infrastructure, maintenance, and services, including public safety.

#### Related Experience

**City of Petaluma, CA — Overhead Cost Allocation Plan and OMB Circular A-87 Plan, User Fee Study, CIP Rate Analysis, and Hourly Overhead Rate Study:** Mr. Fisher served as project manager for the project team, and provided oversight for this thorough and intensive study for the City of Petaluma.

**Sacramento Public Library Authority, CA — Cost Allocation Plan and OMB Circular A-87:** In April 2014, as Project Manager, Mr. Fisher completed the final report for the Sacramento Public Library Authority. Throughout the project, he provided quality assurance to the project, which involved the development of a methodology for this unique venture. Mr. Fisher presented the final report to the Library Authority Board, as well as the Joint Powers Authority. A 2015 update to the CAP has just been completed and presented to the Board.

**City of Hayward, CA — Cost Allocation Plan and User Fee Study:** Mr. Fisher served as the project manager for the City's full overhead cost allocation plan and OMB A-87 cost allocation plan, along with a comprehensive master user fee study. He worked with the City and Willdan staff to gather the necessary data, and is overseeing Willdan's development of the cost allocation model. The City has a complicated and detailed budget and the cost allocation plan that Willdan developed is tailored to their structure, and includes provision for several Internal Service Funds.

**City of Salinas, CA — Comprehensive Fee Study and Full Cost Allocation Plan:** Mr. Fisher served as the project manager for the City of Salinas engagement, to prepare an OMB A-87-compliant full cost allocation plan and comprehensive fee study for the development of a master list of fees. Mr. Fisher led an all-departments overview meeting, where the framework and general process was reviewed, and global practical and policy questions were addressed. Immediately following the overview meeting, individual meetings were held with representatives from each department to discuss their specific fee related activities, and gather necessary information to update fees.

**City of Covina, CA — Comprehensive Cost Allocation Plan and User Fee Study:** Mr. Fisher served in the role of project manager for the City's engagement. The cost allocation plan developed will aid the City in the recovery of overhead costs related to central service activities. The user fee study was focused on fees charged by the following departments: City Clerk, Finance, Police, Fire, Library, and Community Development.

**City of Hemet, CA — Comprehensive Cost Allocation Plan and Comprehensive User Fee Study:** Mr. Fisher oversaw the update of the City's general overhead allocation plan and cost-of-service user fees. Willdan had provided similar financial consulting services to the City in 2007 and were called upon in 2012 to update these analyses. Service fees included those charged by the City Clerk, Finance, Police, Fire, Library and Community Development departments.

**City of Irvine, CA — OMB A-87 Cost Allocation Plan and Comprehensive User Fee Study:** Willdan completed a cost allocation plan and user fee study for the City of Irvine. Mr. Fisher managed and provided quality assurance to this project, ensuring the accuracy of the models, as well as the final reports. He also presented the results to the City's Finance Commission and to the City Council.

C. Fisher

*Resume Continued*

**City of La Mirada, CA — Overhead Cost Allocation Plan and Citywide User Fee Study:**

Mr. Fisher provided policy guidance and quality assurance to the City's update and development of a comprehensive citywide user fee study for the development of a master user fee and rate schedule and a cost allocation plan to recover overhead costs related to central service activities.

**Town of Los Altos Hills, CA — Cost Allocation Plan and User Fee Study:** Mr. Fisher was the engagement director for Willdan's work with the Town to complete a cost allocation plan and user fee update. The Town had not undertaken a user fee study for many years, and utilized an outdated, internally developed, cost allocation plan. Willdan completed the cost allocation plan, and presented the report and results to the Town's Finance Commission. A preliminary user fee model was developed and a draft schedule of updated fees prepared. Mr. Fisher oversaw the development and quality review of both the cost allocation and user fee models and was responsible for QA/QC of the report.

**City of Placentia, CA — Cost Allocation Plan and User Fee Study Studies:** Mr. Fisher oversaw the development of an overhead cost allocation study, as well as a User Fee Study for the development of the City of Placentia's master list of fees.

## Tony Thrasher

### Analytical Support

#### Education

*Bachelor of Science in  
Finance (Econometrics);  
California State  
Polytechnic University,  
Pomona*

#### Areas of Expertise

*Cost Allocation Plans*

*Fiscal Analysis for User  
Fees and Rates*

*Utility Rate Studies*

**9 Years' Experience**

Due to his cost allocation and user fee analyses experience, Mr. Tony Thrasher has been selected to provide analytical support for the County's engagement. Currently, Mr. Thrasher is a senior project analyst within the Financial Consulting Services group, whereby his responsibilities include supporting project managers and conducting fiscal analyses for cost allocation plans, user fees, and utility rate studies.

Mr. Thrasher's prior employment was as a financial analyst working in bond, equity, and mortgage-backed security markets for Wells Fargo Bank, Bank of New York Mellon, and Deutsche Bank. His experience includes portfolio accounting, differential analysis, and forecasting.

#### Related Experience

**City of Salinas, CA — Full Cost Allocation Plan and Comprehensive Fee Study:** Mr. Thrasher provided analytical support for the City of Salinas OMB A-87-compliant full cost allocation plan and comprehensive fee study engagement. He worked closely with City staff to gather and analyze data to produce reports, participated in multiple meetings, and assisted the City appointed Project Manager in the adoption of the new fees.

**City of Hayward, CA — Cost Allocation Plan and User Fee Study:** For this project, Mr. Thrasher provided analytical support, and was largely responsible for the development of the models. Primary duties include gathering and verifying necessary data, finalizing model figures and generating reports.

**City of Petaluma, CA — Overhead Cost Allocation Plan and OMB Circular A-87 Plan, User Fee Study, CIP Rate Analysis, and Hourly Overhead Rate Study:** Mr. Thrasher provided analytical support for this engagement. His primary duties were to work with City staff to gather data, provide assistance to the project manager, and produce reports.

**Sacramento Public Library Authority, CA — Cost Allocation Plan and OMB Circular A-87:** Mr. Thrasher provided analytical support. His primary duties included finalizing model figures and generating reports.

**City of Irvine, CA — OMB A-87 Cost Allocation Plan and Comprehensive User Fee Study:** Serving as the project's analyst, Mr. Thrasher provided analytical support; and designed micro-level allocation models to ensure full-cost recovery for public safety, public works, community development, community services, and administrative departments.

**City of Mission Viejo, CA — Cost Allocation Plan and User Fee Study:** Mr. Thrasher was assigned to work with the City on this project, providing analytical support, gathering data, working with staff to make refinements, and developing cost allocation and fee models to ensure full-cost recovery for building and safety, planning, community development, and public works departments.

**City of West Covina, CA — Cost Allocation Plan and Comprehensive User Fee Study:** Mr. Thrasher is providing analytical support in association with the gathering of budget and allocation basis data, and in the development of the model and report for the project. He is working directly with the City contact throughout the engagement.

**City of Placentia, CA — Cost Allocation Plan and User Fee Study:** As the assigned analyst, Mr. Thrasher provided analytical support; and designed micro-level allocation models to ensure full-cost recovery for police, community services, engineering, planning, and building departments.

**City of Bellflower, CA — OMB A-87 Cost Allocation Plan and Comprehensive User Fee Study Update:** In Willdan's initial engagement with the City, Mr. Thrasher provided analytical support, with his primary duties including finalizing model figures and generating reports. In the subsequent update of both the CAP and the Fee Study, Mr. Thrasher assumed a lead technical role, working directly with the client to develop a new Cost Allocation Model, update the comprehensive fee model, and resolve policy and fee setting issues. He was directly responsible for delivery of reports and presentations to the City.



## Priti Patel

### Analytical Support

#### Education

*Bachelor of Arts;  
Business  
Management,  
Information Systems  
and International  
Business  
University of Cincinnati*

#### Areas of Expertise

*Cost Allocation Plans*

*User Fee Studies*

*Proposition 218*

**2 Years' Experience**

Ms. Priti Patel is an analyst within the Financial Consulting Services group, whereby she supports project managers in conducting utility rate analyses, fee studies, cost allocation plans, monitoring Proposition 218 compliance, and forming special districts.

Some of Ms. Patel's duties include coordinating and conducting activities associated with Cost Allocation Plans and User Fee Studies, including database integration and manipulation, revenue and expenditure analyses, and documentation preparation. With these duties she interacts with clients on a regular basis.

Ms. Patel joined Willdan in early 2015, as an analyst with the District Administration Group, while with DAS she performed research and analysis needed for local government financial issues related to district administration, including document data entry and updating, database management, research and report preparation. She also provided general information on questions pertaining to Assessment Districts and special taxes (such as Mello-Roos Pools), as well as the status of property delinquencies.

Ms. Patel came to Willdan with more than five years' experience as an Analyst.

#### Related Experience

##### **Rainbow Municipal Water District, CA — Cost Allocation Plan and OMB Compliant Plan:**

Ms. Patel is providing analytical support to ensure that the District's Cost Allocation Plan and OMB compliant cost allocation model and plan fairly allocated general and administrative overhead service costs to appropriate activities and departments.

**City of Dinuba, CA — Utility Rate Study and Cost Allocation Plan Update:** Ms. Patel assisted with a utility rate study and a cost allocation plan update for the City. Duties included reviewing relevant documentation, gathering information related to indirect staffing and functions, assisting in the preparation of a comprehensive draft cost allocation model and plan, and testing and reviewing the model and results with project management staff.

##### **City of Yucaipa, CA — Cost Allocation Plan and Comprehensive User Fee Study:**

Currently providing analytical support in the preparation of a Cost Allocation Plan and OMB compliant cost allocation plan and comprehensive fee study for the development of a master list of fees. Ms. Patel is working to identify and take into account direct and indirect costs, along with changes in staffing, structure, and service delivery methods. She also assisted in the preparation of user-friendly Excel-based models that City staff could easily update in the future to determine the proper allocation of expenditures and ongoing full cost of City-provided services.

**City of Fillmore, CA — Full Cost Allocation Plan and User Fee Study:** Ms. Patel helped develop a cost allocation plan and model that fully allocated central overhead costs to appropriate operating departments, funds, and/or programs. She assisted in the completion of the model and report, and worked directly with senior staff to their feedback and revisions.

**City of Chula Vista, CA — Formation of Special Districts:** Ms. Patel is currently assisting Willdan senior staff with the formation of special tax districts to fund public infrastructure improvements within the City of Chula Vista.

##### **City of San Fernando, CA — Cost Allocation Plan and Comprehensive User Fee Study:**

Ms. Patel is currently providing support to senior team members in the preparation of a Cost Allocation Plan, OMB Compliant Plan and Comprehensive User Fee Study. The cost allocation plan is being used as a component of the comprehensive user fee study. The user fee study is in progress and expected to be completed in early 2017.

##### **City of Laguna Hills, CA — Cost Allocation Plan and Comprehensive User Fee Study:**

Ms. Patel provided analytical support in the preparation of a full cost allocation plan and comprehensive fee study for the development of a master list of fees.



## Robert Quaid, CPA

### Quality Assurance/Technical Advisor

#### Education

*Bachelor of Science,  
University of Southern  
California*

#### Areas of Expertise

*Fiscal Analysis for User  
Fees and Rates*

*Cost Allocation Plans*

*Acquisition Audit  
Services*

*Statutory Financial  
Reporting*

*Fund Audits*

*Quality Review of  
Community Facilities,  
Lighting & Landscaping,  
and Assessment  
Districts*

#### Affiliations

*California Society  
of Municipal  
Finance Officers*

*California Society  
of CPAs*

#### Certifications/Licenses

*Certified Public  
Accountant*

**35 Years' Experience**

With his 35 years of extensive experience in public financing, Mr. Robert Quaid has been selected to provide quality assurance/quality control in the role of technical advisor. In his position as a Principal Consultant at Willdan, Mr. Quaid provides project management, procedural support, technical support, and quality review for Willdan's District Administration group, as well as the Financial Services Consulting group specific to cost allocation plans, user fee studies, and special financial analysis.

Prior to joining Willdan, Mr. Quaid worked in the private industry of real estate accounting and finance. He began his career with the public accounting firm formerly known as Haskins & Sells (currently known as "Deloitte & Touche"). His experience includes financial statement analyses, asset administration, computer conversion, and reporting to the Securities and Exchange Commission for several public real estate partnerships. In 1979, Mr. Quaid became a licensed California CPA.

#### Related Experience

**City of Thousand Oaks, CA — Cost Allocation Plan:** Mr. Quaid served as project manager for the development of an OMB A-87 compliant cost allocation plan model using fiscal year 2009 actual costs as the basis for the allocations. He was responsible for the preparation of the Cost Allocation Plan report and provided cost allocation model training to City staff.

The objective of this project was to determine the appropriate allocation of indirect costs from City General Fund central service departments to the General Fund operating departments/programs and the non-General Fund departments/programs. The plan model included 16 allocation bases allocating costs to over 100 departments and divisions. Both full and OMB A-87 cost allocation models were delivered to the City. Willdan was awarded a four-year contract.

**Cities of Fontana, Gardena and Hawthorne, CA — Cost Allocation Plan Projects:** For each of these cities, Mr. Quaid served in the role of task manager for the development of an OMB A-87 compliant cost allocation plan model using Microsoft Excel. He was responsible for the preparation of the cost allocation plan report and trained City staff on how to use the cost allocation model.

**City of Rialto, CA — Comprehensive User Fee Study:** Project manager for the Comprehensive User Fee Study to develop a user fee model in Microsoft Excel and update fees for Planning, Engineering, Building, Public Works, Recreation, Police, Fire, City Clerk, Treasurer and Finance.

**City of Cathedral City, CA — Comprehensive User Fee Study:** Mr. Quaid served as project manager for a user fee study that required updating fees for Planning, Engineering, Building, Police, Fire, City Clerk, and Finance.

## References

### Recent Projects

Provided below are recent project descriptions, including client contact information, that are similar in nature to those requested by the County. We are proud of our reputation for customer service, and encourage you to contact these clients in regards to our commitment to completing the projects within budget and agreed upon timelines.

#### **City of Petaluma, CA | Overhead Cost Allocation Plan and OMB Circular A-87 Plan, User Fee Study, CIP Rate Analysis, and Hourly Overhead Rates**

Willdan provided an Overhead Cost Allocation Plan and OMB Circular A-87 Plan, User Fee Study, CIP Rate Analysis, and Hourly Overhead Rates to the City of Petaluma. After reviewing the City's 2014 Master Fee Schedule, we developed an Overhead Cost Allocation Study, which is OMB A-87 compliant, and a User Fee Study that accurately accounts for the true cost of providing various services within and to each City operation, including capital projects. As part of this effort, we also developed fully burdened hourly rates for City employees that can be used for work orders, or to charge to specific activities. This included an analysis of administrative and overhead costs associated with activities that are delivered directly to the public, where hourly rates may be charged, to ensure appropriate recovery of costs.

Willdan completed these studies concurrently, in a manner that fully identifies and takes into account direct and indirect costs, along with changes in staffing, structure, and methods of service delivery.

**Client Contact:** Mr. Bill Mushallo, Finance Director  
11 English Street  
Petaluma, CA 94952  
Tel. #: (707) 778-4352 | Email: [Financeemail@ci.petaluma.ca.us](mailto:Financeemail@ci.petaluma.ca.us)

#### **City of Belmont, CA | Master Fee Study and Cost Allocation Refinement**

Willdan recently completed a Master Fee Study and an analysis and review of the existing Cost Allocation Plan for the City of Belmont, and a Fee and Rate Study for the Belmont Fire Protection District. Collectively, the Fee Studies will ensure that the City and FPD can accurately account for the cost of providing various services to the public, and set updated fees appropriately; while the CAP review and refinement ensures that the Plan developed internally by the City is allocating the cost of its central (overhead) service organizations to operating groups and enterprise funds, in an equitable and defensible manner.

**Client Contact:** Mr. Thomas Fil, Director of Finance  
One Twin Pines Lane, #320  
Belmont, CA 94002  
Tel #: (650) 595-7433 | Email: [TFil@belmont.gov](mailto:TFil@belmont.gov)

#### **City of Hayward, CA | Full Overhead Cost Allocation Plan, OMB A-87 Cost Allocation Plan, and Comprehensive Master User Fee Study**

Willdan completed a full overhead cost allocation plan and OMB A-87 cost allocation plan, along with a comprehensive master user fee study for the City of Hayward. The Willdan team worked with City staff to gather the necessary data to develop the cost allocation model. The City had a complicated and detailed budget and the cost allocation plan that Willdan developed is tailored to their structure, and includes provisions for several Internal Service Funds. Willdan staff worked through the course of reorganizing staff functions and/or reducing staff, it was important to revisit the manner and methodology by which indirect overhead costs were distributed to the operating departments and, as appropriate, other chargeable funds and programs. The City was in need of a new cost allocation plan that would ensure the fair and equitable allocation of government expenses to appropriate departments, programs, and funds, while utilizing tailored and well thought out allocation factors.

Furthermore, Willdan updated many of its user fee programs, and the information developed during the cost allocation plan served as the basis for the study.

**Client Contact:** Mr. Dustin Claussen, Director of Finance  
777 B Street, 3rd Floor  
Hayward, CA 94541  
Tel. #: (510) 583-4010 | Email: [Dustin.Claussen@hayward-ca.gov](mailto:Dustin.Claussen@hayward-ca.gov)

### City of Monterey, CA | Cost Allocation Plan and Indirect Cost Rates

Willdan recently completed a cost allocation plan for the City of Monterey. The objective of this project was to determine the appropriate allocation of indirect costs from City General Fund Central Service Departments to the General Fund operating departments/programs and the Non-General Fund departments/programs, which includes enterprise funds. The project involved the development of a full Cost Allocation Plan model, and development of indirect and fully burdened rates for use in projects and services related to the Presidio. Recommended procedures included: analyze expenditures, interview staff, review CAFR, and other financial documents. Mr. Fisher served as the project manager and Mr. Thrasher served as the project analyst.

Willdan was recently re-selected to provide an update to the CAP and to calculate fully burdened hourly staff labor rates.

**Client Contact:** Ms. Julie Porter, Assistant Finance Director  
580 Pacific Street  
Monterey, California 93940  
Tel #: (831) 646-3724 | Email: [Porter@monterey.org](mailto:Porter@monterey.org)

### City of Yucaipa, CA | Cost Allocation Plan, OMB Cost Allocation Plan, and Comprehensive User Fee Study

Willdan was recently engaged to prepare for the City of Yucaipa a Cost Allocation Plan, OMB Compliant Cost Allocation Plan, and Comprehensive Fee Study. Willdan developed a cost allocation plan and model that fully allocated central overhead costs to appropriate operating departments, funds, and/or programs. This portion of the project involved the development of two models: a full Cost Allocation Plan and an OMB compliant Cost Allocation Plan. The OMB compliant Plan was developed using the same model, utilizing a toggle to remove previously flagged costs that would not be allocable under OMB guidelines.

Utilizing the full CAP, the comprehensive user fee study phase of the project is underway. Full interviews and data gathering have been completed, and the fee model has been developed and is in the refinement stage.

**Client Contact:** Mr. Greg Franklin, Director of Administrative Services  
34272 Yucaipa Boulevard  
Yucaipa, CA 92399  
Tel #: (909) 797-2489 | Email: [GFranklin@yucaipa.org](mailto:GFranklin@yucaipa.org)

### City of Laguna Hills, CA | Cost Allocation Plan Update and Comprehensive User Fee Study

The City of Laguna Hills was seeking an outside consultant to complete a review and update of their current cost allocation plan and the preparation of a comprehensive user fee study for the development of its master list of fees. Our primary objective for the cost allocation study was to ensure that general government costs were fairly and equitably allocated to appropriate programs and funds, which are based on tailored and well thought out allocation factors. Then, for the Fee Study, the primary objective was to ensure that fees for requested services were calculated to account for the full cost of providing the services, and set appropriately, given City policy and financial objectives.

Willdan recently completed the update to the cost allocation plan, and is utilizing the report to complete the comprehensive user fee study.

**Client Contact:** Ms. Janice Mateo-Reyes, Finance Manager  
24035 El Toro Road  
Laguna Hills, CA 92653  
Tel #: (949) 707-2623 | Email: [JReyes@ci.laguna-hills.ca.us](mailto:JReyes@ci.laguna-hills.ca.us)

## Schedule of Fees

### User Fee Study

Based on our outlined Work Plan, we propose a ***not-to-exceed fixed fee of \$24,925***. The table below provides a breakdown of this fee by task and project team member.

San Benito County User Fee Study Fee Proposal						
	C. Fisher Principal-in- Charge	T. Thrasher Analytical Support	P. Patel Analytical Support	R. Quaid QA/Tech Advisor	Total	
	\$ 250	\$ 135	\$ 125	\$ 210	Hours	Cost
<b>Scope of Services</b>						
<b>Task 1:</b> Initial Document Request	-	2.0	-	-	2.0	\$ 270
<b>Task 2:</b> Compile Inventory of Fees, Develop OH Percentages	-	16.0	6.0	-	22.0	2,910
<b>Task 3:</b> Kick-off /Refine Scope	1.0	2.0	2.0	-	5.0	770
<b>Task 4:</b> Develop Comprehensive Fee Model	-	6.0	16.0	-	22.0	2,810
<b>Task 5:</b> Time Survey Interviews and On-site Information Gathering	8.0	9.0	8.0	-	25.0	4,215
<b>Task 6:</b> Data Analysis and Final Fee and Rate Schedule	1.0	16.0	28.0	1.0	46.0	6,120
<b>Task 7:</b> Prepare and Present Draft Report	2.0	8.0	16.0	2.0	28.0	4,000
<b>Task 8:</b> Revise Draft/Determine Cost Recovery Levels	1.0	6.0	8.0	1.0	16.0	2,270
<b>Task 9:</b> Prepare and Present Final Report/Train Staff on Model	2.0	6.0	2.0	-	10.0	1,560
<b>Subtotal – User Fee Study:</b>	15.0	71.0	86.0	4.0	176.0	\$ 24,925
<b>Total Willdan Labor Costs</b>	15.0	71.0	86.0	4.0	176.0	\$ 24,925

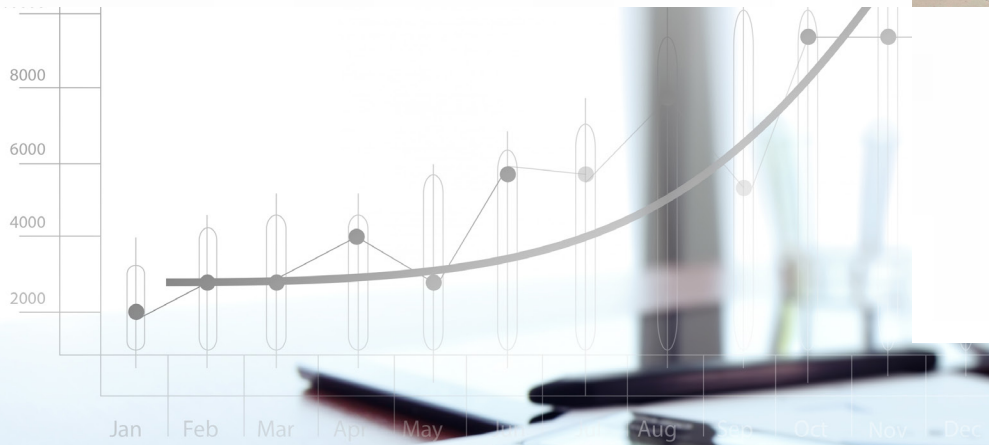
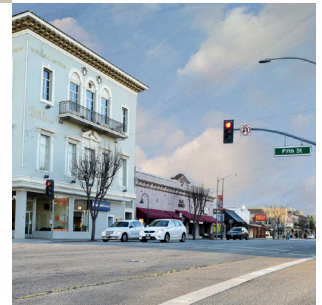
### Notes:

- The cost of preparing the User Fee Study can be included in the resulting new fee schedule. Therefore, over time, the County can recover the initial outlay of funds that was required to complete the studies.
- There is no additional expense for the proprietary software program.
- Our fee includes all direct expenses associated with the project.
- We will invoice the County monthly based on percentage of project completed.
- Additional services may be authorized by the County, and will be billed at our then-current hourly overhead consulting rates.

## Hourly Fee Schedule

Our current hourly rates are listed below.

Willdan Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$250
Managing Principal	\$240
Principal Consultant	\$210
Senior Project Manager	\$185
Project Manager	\$165
Senior Project Analyst	\$135
Senior Analyst	\$125
Analyst II	\$110
Analyst I	\$100



27368 Via Industria, Suite 200  
 Temecula, California 92590-4856  
 800.755.6864 | 951.587.3500 | Fax: 951.587.3510  
[www.willdan.com](http://www.willdan.com)



## **BACKGROUND MATERIALS**

# COUNTY OF SAN BENITO

## USER FEE REPORT

MAY 23, 2006

FINAL REPORT



***Corporate Office:***

27368 Via Industria  
Suite 110  
Temecula, CA 92590  
Tel: (951) 587-3500  
Tel: (800) 755-MUNI (6864)  
Fax: (951) 587-3510

***Office Locations:***

Anaheim, CA  
Lancaster, CA  
Los Angeles Regional Office  
Oakland, CA

Phoenix, AZ  
Sacramento, CA  
Seattle, WA

[www.muni.com](http://www.muni.com)

# TABLE OF CONTENTS

<b>Table of Contents</b>	<b>ii</b>
<b>Executive Summary</b>	<b>1</b>
<b>Introduction</b>	<b>3</b>
Policy Considerations	3
Methodology	4
Data Collection	5
Fee Comparison	5
Table 1.1. Fund 1001 – FB Hourly Rate Summary	1
<b>Chapter 1. Library</b>	<b>2</b>
Description of Services	2
Analysis and Recommendations	2
FB Hourly Rates	2
Time/Materials Survey	3
Table 1.2 Library– Time/Materials Survey	4
Full Cost Recovery Fee Summary	4
Table 1.3. Library – Full Cost Recovery Fee Summary	5
Comparison of Fees	5
Table 1.4. Library – Comparison of Fees Summary	5
Summary	6
<b>Chapter 2. Assessor Department</b>	<b>7</b>
Description of Services	7
Analysis and Recommendations	7
FB Hourly Rates	7
Time/Materials Survey	8
Table 2.1 Assessor Department – Time/Materials Survey	9
Full Cost Recovery Fee Summary	9
Table 2.2. Assessor Department – Full Cost Recovery Fee Summary	10
Comparison of Fees	10
Table 2.3. Assessor Department – Comparison of Fees Summary	11
Summary	11
<b>Chapter 3. Environmental Health Department</b>	<b>12</b>
Description of Services	12
Analysis and Recommendations	12
FB Hourly Rates	12
Table 3.1. Environmental Health Department – FB Hourly Rate Summary	13
Time/Materials Survey	13
Table 3.2 Environmental Health Department – Time/Materials Survey	15
Full Cost Recovery Fee Summary	20
Table 3.3. Environmental Health Department – Full Cost Recovery Fee Summary	21
Comparison of Fees	25

Table 3.4. Environmental Health – Comparison of Fees Summary	26
Summary	26
<b>Chapter 4. Sheriff</b>	<b>27</b>
Description of Services	27
Analysis and Recommendations	27
FB Hourly Rates	27
Time/Materials Survey	28
Table 4.1 Sheriff – Time/Materials Survey	29
Full Cost Recovery Fee Summary	29
Table 4.2. Sheriff Department – Full Cost Recovery Fee Summary	30
Comparison of Fees	30
Table 4.3. Sheriff Department – Comparison of Fees Summary	30
Summary	31
<b>Chapter 5. Clerk of the Board Department</b>	<b>32</b>
Description of Services	32
Analysis and Recommendations	32
FB Hourly Rates	32
Time/Materials Survey	33
Table 5.1 Clerk of the Board Department – Time/Materials Survey	34
Full Cost Recovery Fee Summary	34
Table 5.2. Clerk of the Board Operations Department – Full Cost Recovery Fee Summary	35
Comparison of Fees	35
Table 5.3. Clerk of the Board Department – Comparison of Fees Summary	36
Summary	36
<b>Chapter 6. Agricultural Commissioner Department</b>	<b>37</b>
Description of Services	37
Analysis and Recommendations	37
FB Hourly Rates	37
Table 6.1. Agricultural Commissioner Department – FB Hourly Rate Summary	38
Time/Materials Survey	38
Table 6.2 Agricultural Commissioner Department – Time/Materials Survey	40
Full Cost Recovery Fee Summary	40
Table 6.3. Agricultural Commissioner Department – Full Cost Recovery Fee Summary	41
Comparison of Fees	41
Table 6.4. Agricultural Commissioner – Comparison of Fees Summary	41
Summary	42
<b>Chapter 7. Building Department</b>	<b>43</b>
Description of Services	43
Analysis and Recommendations	43
FB Hourly Rates	43
Table 7.1. Building Department – FB Hourly Rate Summary	44
Time/Materials Survey	44
Table 7.2 Building Department – Time/Materials Survey	46
Full Cost Recovery Fee Summary	46
Table 7.3. Building Department – Full Cost Recovery Fee Summary	47
Comparison of Fees	47



Table 7.4. Building Department – Comparison of Fees Summary	48
Summary	48
<b>Chapter 8. Planning Department</b>	<b>49</b>
Description of Services	49
Analysis and Recommendations	49
FB Hourly Rates	49
Time/Materials Survey	50
Table 8.1 Planning Department – Time/Materials Survey	50
Full Cost Recovery Fee Summary	51
Table 8.2. Planning Department – Full Cost Recovery Fee Summary	51
Comparison of Fees	51
Table 8.3. Planning Department – Comparison of Fees Summary	51
Summary	51
<b>Chapter 9. Public Health Department</b>	<b>52</b>
Description of Services	52
Analysis and Recommendations	52
FB Hourly Rates	52
Table 9.1. Public Health – FB Hourly Rate Summary	53
Time/Materials Survey	54
Table 9.2 Public Health Department – Time/Materials Survey	55
Full Cost Recovery Fee Summary	55
Table 9.3. Public Health Department – Full Cost Recovery Fee Summary	56
Comparison of Fees	57
Table 9.5. Public Health Department – Comparison of Fees Summary	57
Summary	57
<b>Chapter 10. Public Works Department</b>	<b>58</b>
Description of Services	58
Analysis and Recommendations	58
FB Hourly Rates	58
Table 10.1. Public Works – FB Hourly Rate Summary	59
Time/Materials Survey	60
Table 10.2 Public Works Department – Time/Materials Survey	61
Full Cost Recovery Fee Summary	61
Table 10.3. Public Works Department – Full Cost Recovery Fee Summary	62
Comparison of Fees	62
Table 10.4. Public Works Department – Comparison of Fees Summary	63
Summary	63

## EXECUTIVE SUMMARY

---

As local governments (“Jurisdictions”) deal with increased fiscal limitations in California, service fees, or user fees (the “Fees”) have become an important source of revenue. A Fee is a payment made by an individual for a service (a “Service”) provided by a Jurisdiction that primarily benefits that individual (the “User”). The primary objective of this Comprehensive User Fee Study report (the “Report”) completed for the County of San Benito, California (the “County”), is to determine the full cost to The County for providing User requested Services by specific County departments including Library, Assessor, Environmental Health, Public Health, Sheriff, Agricultural Commissioner, Clerk of the Board, Building, and Planning (the “Departments”).

The County requested that this Report provide proposed Fees to be charged to Users for each service to: 1) recover up to 100% of the actual cost of providing the Service; 2) maintain reasonably competitive Fees with neighboring agencies providing similar Services to the User; and 3) identify and recommend additions or deletions to The County’s existing Fee schedule (the “Fee Schedule”).

The County can impose Fees under the authority granted by the *Mitigation Fee Act* contained in California Government Code §§66000 et. seq. (the “Act”) and are required by the Act to hold at least one public hearing as part of a regularly scheduled County Board of Supervisors meeting to allow for public comment on the proposed Fees. The Act requires that the San Benito County Board of Supervisors (the “Board”) adopt approved Fees by either ordinance or resolution.

Costs included in this analysis are based on the fully burdened hourly rates (“FB Hourly Rates”) for County personnel directly involved in providing a Service. The FB Hourly Rates are then applied to the average estimated number of hours, or portion thereof, needed to complete each Service. FB Hourly Rates not only include direct annual salaries and benefits, but allocations for indirect departmental overhead costs, interdepartmental support costs, and central services overhead costs (the “Support Costs”). Additionally, specifically identifiable materials costs are also included, where appropriate, and together with the FB Hourly Rates constitute the total cost for each Fee.

The Services and Fees for each Department are addressed individually in Chapters 1 through 9 of this Report. The tables included in each Chapter include a description of the Services provided by the Department, the FB Hourly Rates of all relevant Department positions and the results of the Time/Materials Surveys conducted for the Departments. A Full Cost Recovery Fee Summary Table shows the current Fee being charged for each Service by The County (the “Current Fee”), the total cost to The County in time and materials to provide the Service (the “Total Cost”) and the Full Cost Recovery Fee for each Service (the “Full Cost Recovery Fee”) which represents either an amount sufficient to recover 100% of The County’s costs of providing the Service or the maximum amount allowed by federal or state law.



To provide a competitive market view to the Fees, each Chapter also includes a table that provides comparable Fees charged by up to three neighboring or similar Jurisdictions.

## INTRODUCTION

According to the Act, public agencies can impose Fees for government services when 1) the individual's decision to use the Service is voluntary; and 2) the Fees charged to an individual user are reasonably related to the level of service rendered and the cost of providing that Service.

Fees in California are required to conform to the statutory requirements of the California Constitution, the Act, and the California Code of Regulations. According to the Act, Fees may not exceed the reasonable cost of providing the Service for which they are collected unless the excess Fee is approved by a two-thirds vote of the electorate.

Some County Fees have not been updated for more than 15 years. However, The County has expressed interest in determining if the current Fee Schedule accurately reflects the actual costs associated with providing Fee-related Services. The County believes that its General Fund may be subsidizing many Services that benefit Users, and that current Fees may not account for Support Costs associated with Service delivery.

To correct such possible deficiencies, The County has requested an update of its Library, Assessor, Environmental Health, Sheriff, Clerk of the Board, Building, Planning, Fire, and Public Works Departments Fee Schedules. As a part of this update, this Report reviews current Fees for Services and the Total Cost associated with delivering each Service and recommends Full Cost Recovery Fees for each Service. For the purpose of this study, The County's fiscal year 2005-2006 budget has been used as the primary source to calculate the FB Hourly Rates of the Service positions.

This Report, however, does not analyze Fees where the Total Cost cannot be determined through a time and materials survey. Such Fees include rental charges for County-owned facilities and penalty fees, fines, or late charges. We believe that there is no requirement to base such charges on actual costs, since The County is providing no "Service" and no direct or indirect costs are being borne by The County that go over and above normal maintenance to County property. Typically, counties rent or lease property for special uses and charge what they deem a competitive market rate for such rent. San Benito County can consider that approach for Fees that are considered rental charges and penalty fees. It is anticipated that reasonableness and market comparables would be a good basis for determining the appropriate level for these types of fees.

## Policy Considerations

Economists and government practitioners in California advocate the use of Fees to finance certain public Services that primarily benefit Users. Fees are imposed because they recover costs associated with the provision of specific Services benefiting the User, thereby reducing the use of General Fund monies for such purposes.



Jurisdictions not only want to collect the full cost of staff labor associated with processing and administering services that benefit Users, but also wish to recover associated Support Costs.

Support Costs are those costs relating to a Jurisdiction's Central Services Departments that are properly allocable to the effective functioning of the Jurisdiction's Operating Departments. Appropriate Support Costs are generally derived from a Jurisdiction's Cost Allocation Plan.

As labor effort and costs associated with the provision of Services fluctuate over time, a significant element in the development of any Fee Schedule is that it be adopted with the flexibility to remain current. A Fee Schedule that is flexible and easy to use will assist The County in its effort to ensure that Fees are based on current and reasonable costs for providing services. As a result, it is recommended that The County include an annual inflation adjustment factor in the ordinance adopting the Fee Schedule that allows the Board, either by ordinance or resolution, to annually increase or decrease the Fees based upon published information such as the *Consumer Price Index (CPI)* or the *Employee Cost Index for State and Local Government Employees, Total Compensation* as released by the U.S. Department of Labor's Bureau of Labor Statistics.

Shortly after January 1 of each calendar year, The County should consider determining the percentage change in the selected adjustment factor and applying the resulting increase or decrease to the Fee Schedule by adopting the change. Fees set by federal or state law are exempt from such adjustment.

## Methodology

The methods of analysis for calculating Fees that have been used in this Report are:

- *Case Study Method:* This approach estimates the actual labor and material costs associated with providing a unit of Service to a single User. Costs are estimated based upon interviews with County staff regarding the time typically spent on tasks; a review of available records, and
- *Time and Materials Analysis:* The Time & Materials analysis (the "T&M analysis") involves charging a Fee based on Actual Costs, including staff time (at FB Hourly Rates), material costs and outside contractor costs, if applicable. Use of this T&M analysis is suitable when County staff time requirements vary dramatically for a service, or for special projects where the time and cost requirements are not easy to identify at the project's outset. Further, the use of T&M analysis method is effective in instances when a staff member from one department assists on an application, service or permit for another department on an as-needed basis. To use the T&M analysis method for any of the services provided, The County may want to consider adopting the following policy or a similar one approved by The County Counsel:

*Concurrent with the submittal of an application, the project applicant shall pay deposit amounts (when specified) and enter into an agreement to fully reimburse The*



*County for processing costs. The County shall not be required to perform any work on the application prior to receipt of the deposit and execution of the agreement. The agreement shall also include a provision for amendments to the agreement and scope of work to cover work that was unforeseen or substantially exceeded T&M estimates.*

Under both methods, indirect costs are added to the direct cost of service to calculate the Fee.

## Data Collection

This Report identifies three cost layers that, when combined, constitute the fully burdened cost of a Service. For the purpose of this Report, the cost layers are defined as: direct labor including salary and benefits, departmental overhead costs, and County central services overhead costs. These layers are defined as follows:

- *Direct Labor.* Staff hours spent directly on Fee-related services as shown on the Time/Materials Survey tables included in each Chapter.
- *Departmental Overhead.* Hours spent on staff supervision by the Department director and administrative activities including clerical support, supplies and materials shown on the Time/Materials Survey tables included in each Chapter.
- *Central Services Overhead.* These costs, detailed in The County's Adopted Budget, for fiscal year 2005-2006, represent services provided by those Central Services Departments whose primary function is to support other County departments. Examples of the Central Services departments include:
  - County Management, including The County Board of Supervisors and County Administration cost centers;
  - County Counsel;
  - Finance Department;
  - County Clerk; and
  - Human Resources Department.

Finally, data collection included a thorough review of relevant County documentation, such as The County General Fund budget, the Current County Fee Schedules, and County correspondence related to Fee services.

## Fee Comparison

The final data tool provided to The County in this Report is a Fee comparison matrix for each Department. This comparison shows the Full Cost Recovery Fees for The County with fee schedules from other Jurisdictions. Jurisdictions were chosen based on location,

demographics, and staff recommendations. The comparison tables are included within each Departmental section of this Report and list the comparison Jurisdictions.

When surveying other Jurisdictions, the most notable challenge faced was the lack of detailed background information on the composition of the Services and the calculation of the Fees available without significant time and effort being expended. Because of this, it was not possible to determine which Fees from other Jurisdictions are based on actual costs; how each Service is defined; what Services are included in each Fee (e.g., if Plan check is included in the permit issuance); and when the last time the Fee schedule was updated.

Nonetheless, these comparisons are useful resource tools for The County to benchmark its Fees, however, policy makers should understand that it is not the best method for determining the level of recovery. The best method for setting cost recovery levels is determining the actual costs or Total Costs, which has been done in this Report.

Table 1.1 below shows the FB Hourly Rates Summary for all positions within the General Government Department, Fund 1001. The listed positions perform the services included in the Library, Assessor, Sheriff, and Clerk of the Board, Planning departments' Fee Schedules. The General Government Department's Personnel, Operations, and Capital Costs budget is used to calculate the Percentage of Cost Allocation found in Table 1.1.



Table 1.1. Fund 1001 – FB Hourly Rate Summary

Personnel Costs <sup>1</sup>				\$	14,552,308	
<u>Cost Allocations:</u>				<u>Percentage of Cost Allocation<sup>2</sup></u>		
Departmental Indirect Costs <sup>1</sup>						
Operation and Maintenance <sup>1</sup>				\$ 12,630,004		
Total Departmental Indirect Costs				\$ 12,630,004	86.79%	
Central Services Overhead Allocation <sup>3</sup>				\$ 1,882,190	12.93%	
				Total Costs	\$ 29,064,502	
	Annual Salary & Benefits <sup>5</sup>	Dept Indirect Allocation 6 86.79%	Central OH Allocation 7 12.93%	Fully Burdened Direct Labor <sup>6</sup>	Productive Hours <sup>9</sup>	Fully Burdened Hourly Labor Rates <sup>10</sup>
Position <sup>4</sup>	a	b	d	e (a+b+c+d)	f	g (e / f)
County Librarian	80,949	70,256	10,470	161,675	1,838	88
Library Technician	52,042	45,168	6,731	103,941	1,838	57
Library Assistant	29,432	25,544	3,807	58,783	1,838	32
Assessor	100,995	87,654	13,063	201,712	1,838	110
Assistant Assessor	83,862	72,785	10,847	167,494	1,838	91
Appraiser III	67,220	58,340	8,694	134,254	1,838	73
Assess OFC Manager	57,028	49,495	7,376	113,900	1,838	62
Appraiser II	61,364	53,258	7,937	122,559	1,838	67
ASM Clerk III	40,710	35,332	5,265	81,307	1,838	44
CMPTRMAPSPEC	53,228	46,196	6,884	106,309	1,838	58
Records Specialist I (Sheriff)	43,756	37,976	5,659	87,392	1,838	48
Deputy / or Sergeant (Sheriff)	97,711	84,804	12,638	195,152	1,838	106
Secretary (Sheriff)	50,703	44,005	6,558	101,266	1,838	55
Accountant (Sheriff)	67,036	58,181	8,670	133,888	1,838	73
Undersheriff (Sheriff)	129,792	112,647	16,787	259,225	1,838	141
Investigator (Sheriff)	90,607	78,638	11,719	180,965	1,838	98
Board Clerk Assistant	57,303	49,733	7,412	114,448	1,838	62
Clerk of the Board	66,085	57,356	8,547	131,988	1,838	72
County Counsel	122,070	105,945	15,788	243,803	1,838	133
Deputy County Counsel	88,464	76,778	11,442	176,684	1,838	96
Planning Director	105,797	91,821	13,684	211,302	1,838	115
Planner	60,612	52,605	7,840	121,057	1,838	66
Office Assistant	42,618	36,989	5,512	85,119	1,838	46
Chief Building Official	80,708	70,047	10,439	161,194	1,838	88
Adm Serv Spec	50,222	43,588	6,496	100,305	1,838	55
Principal Planner	73,504	63,794	9,507	146,805	1,838	80
TOTALS	2,177,210	1,889,609	278,586	4,322,102		

<sup>1</sup> Salary totals are taken from adjusted County's 2005-06 Budget and include estimated benefits.<sup>2</sup> Percentages derived by dividing Cost Allocations totals by Personnel Costs.<sup>3</sup> Central Services Overhead allocation is taken from the County's Cost Allocation Plan.<sup>4</sup> From County's 2005-06 Employee Salary and Benefit schedule.<sup>5</sup> Annual Salary and Benefits provided by the County.<sup>6</sup> Derived by multiplying Annual Salary and Benefits by the Departmental Indirect Labor percentage.<sup>7</sup> Derived by multiplying Annual Salary and Benefits by the Central Services Overhead Allocation percentage.<sup>8</sup> Fully Burdened Direct Labor total is the sum of Annual Salary and Benefits, Departmental Indirect Costs, and Central Services Overhead Allocation.<sup>9</sup> Productive Hours is an estimated figure that is derived by the total of 2,080 work hours a year minus 242 hours for vacation, sick leave, and holidays.<sup>10</sup> Fully Burdened Hourly Rates derived by the following formula: Fully Burdened Direct Labor divided by Productive Hours.



## CHAPTER 1. LIBRARY

---

### Description of Services

The San Benito County Free Library exists to provide a broad range of culture, information and knowledge to the citizens of San Benito County. Based in Hollister, the library is a service institution that performs a vital role in the community. The library's goal is to inform, educate, and culturally enrich the entire community by providing books, periodicals, and other library materials, facilities, Internet service and professional services for free use by county residents. Library staff works closely with a corps of non-paid volunteers; donations provided by the Friends of the Library, organizations, businesses and individuals support quality library services to the public.

### Analysis and Recommendations

#### FB Hourly Rates

The Library staffing level for the budgeted fiscal year 2005-2006 was set at 7.5 full-time equivalent employees.

## Time/Materials Survey

Determining the amount of time each employee spends on assisting in the provision of the Services listed on the Fee Schedule is essential to identify the total cost of providing each Service. Further, in providing these Services, a number of employees from different County departments may become involved in various aspects of the process, spending anywhere from a few minutes to several hours on the Service.

Identification of these time elements relative to a particular Service is most readily determined through the completion of a Time/Materials Survey. The “time” portion of the survey reflects the average estimated time each Department staff position spends on a given Service for the Library Department. And, the “materials” portion of this survey refers to the costs of materials spent by the Library Department and is contained within the Departmental Overhead allocation in the FB Hourly Rates. The result of multiplying the FB Hourly Rates by the time spent by each position reflects the actual costs, or “Total Costs” of time and materials of providing a Service which reflects full cost recovery to The County.

A Time/Materials Survey provides Department management with an opportunity to assess the time requirements for each Service by position, and record that information onto a spreadsheet that is used to develop the following Table. Table 1.2 below summarizes the amount of time, listed in intervals as small as five minutes for each employee used in providing a specific service to the User. The table also shows the Total Cost of providing each Service in the Fee Schedule resulting from multiplying each position’s FB Hourly Rate by the time spent on the Service and summing all of those results for each Service.

**Table 1.2 Library– Time/Materials Survey**

Library Department Staff					
		County Librarian	Library Technician	Library Assistant	
FB Hourly Rates <sup>1</sup>		\$88	\$57	\$32	
Service/Application		Staff Time Spent on Each Service in Minutes <sup>2</sup>			Total Cost <sup>3</sup>
Part 1					\$
Library Fees					
Public Photo Copy Machine (Self Service)			2	2	
Internet copy printouts			2	2	
Proctoring Fees		45			
Multi-purpose room uses			30		
Public Photo Copy Machine Cards			5		
Deposit books/materials			15		
Lost/damaged Library materials processing fee			12		
Replacement Library Card			10		
Holds requests for items currently checked out by another patron			5		

<sup>1</sup> FB Hourly Rates from Table 1.1.<sup>2</sup> Provided by the County.<sup>3</sup> Derived by multiplying each position's FB Hourly Rate by the number of minutes spent on each service.**Full Cost Recovery Fee Summary**

Table 1.3 lists the current Fees and summarizes the Full Cost Recovery Fees based upon the Total Cost of providing each service as illustrated in the Time/Materials Survey summarized in Table 1.2.



**Table 1.3. Library – Full Cost Recovery Fee Summary**

Service/Application	Total Cost <sup>1</sup>	Current Fee <sup>2</sup>	Full Cost Recovery <sup>3</sup>
<b>Part 1</b>			
<b>Library Fees</b>			
Public Photo Copy Machine (Self Service)	2.97	0.15 per page	3.00
Internet copy printouts	2.97	0.15 per page	3.00
Proctoring Fees	66.00	20.00 per exam	66.00
Multi-purpose room uses	28.50		29.00
Public Photo Copy Machine Cards	4.75	5.00, 8.00, and 20.00	5.00
Deposit books/materials	14.25	10.00	14.00
Lost/damaged Library materials processing fee	11.40	5.00	11.00
Replacement Library Card	9.50	5.00	10.00
Holds requests for items currently checked out by another patron	4.75	0.50	5.00

<sup>1</sup> Total Cost is equal to the Total Cost of Staff time at FB Hourly Rates from Table 1.2.<sup>2</sup> Current Fee provided by the County.<sup>3</sup> Full Cost Recovery is based on the Total Cost rounded to the nearest dollar.

## Comparison of Fees

Table 1.4 provides a comparison of Fees charged by neighboring or similar Jurisdictions to assist The County in setting Fees that not only recoup costs associated with the provision of the Service, but also are competitive with fees set by neighboring or similar Jurisdictions.

**Table 1.4. Library – Comparison of Fees Summary**

	County of San Benito- Library- Maximum Allowable Fees <sup>1</sup>	County of Santa Clara	County of Monterey
<b>Service/Application</b>			
<b>Part 1</b>			
<b>Library Fees</b>			
Public Photo Copy Machine (Self Service)	3.00		\$0.10
Internet copy printouts	3.00		0.10 for each page after 2
Multi-purpose room uses	29.00		\$10/hr
Deposit books/materials	14.00		25.00 per day
Lost/damaged Library materials processing fee	11.00		10.00 plus cost of item
Replacement Library Card	10.00	1.00	No Charge
Holds requests for items currently checked out by another patron	5.00		

<sup>1</sup> Maximum Allowable Fees From Table 1.3.

## Summary

This study of the Library Fee Schedule reviews Fees for Photocopies, Internet Usage, Replacement Cards, and Holds. These Fees were calculated based on time and materials costs to The County.

When compared to other jurisdictions' current Fee Schedules, some Fees are below the actual Total Cost to The County to provide each Service. We suggest setting Photocopy Fees and Internet Usage at levels similar to those compared jurisdictions. We suggest setting other Fees at 100% cost recovery levels.



## CHAPTER 2. ASSESSOR DEPARTMENT

---

### Description of Services

The Assessor's primary task is to determine the taxable value (assessment) of all real and personal property within the county and for preparing the regular and supplemental property tax rolls with the integrity and fairness in accordance with the California Constitution and laws and regulations of the State of California and State Board of Equalization. The Assessor's Office serves the taxpayers of San Benito County with respect; strive to perform work in a professional, reliable and cost effective manner.

### Analysis and Recommendations

#### FB Hourly Rates

The Assessor Department staffing level for the budgeted fiscal year 2005-2006 was set at 14 full-time equivalent positions.

Table 1.1 in the previous chapter shows the FB Hourly Rates Summary for the Assessor Department positions used to perform the Services included in the Department's Fee Schedule.

## Time/Materials Survey

Determining the amount of time each employee spends on assisting in the provision of the Services listed on the Fee Schedule is essential to identify the total cost of providing each Service. Further, in providing these Services, a number of employees from different County departments may become involved in various aspects of the process, spending anywhere from a few minutes to several hours on the Service.

Identification of these time elements relative to a particular Service is most readily determined through the completion of a Time/Materials Survey. The “time” portion of the survey reflects the average estimated time each Department staff position spends on a given Service for the Assessor Department. And, the “materials” portion of this survey refers to the costs of materials spent by the Assessor Department and is contained within the Departmental Overhead allocation in the FB Hourly Rates. The result of multiplying the FB Hourly Rates by the time spent by each position reflects the actual costs, or “Total Costs” of time and materials of providing a Service.

A Time/Materials Survey provides Department management with an opportunity to assess the time requirements for each Service by position, and record that information onto a spreadsheet that is used to develop the following Table. Table 2.1 below summarizes the amount of time, listed in intervals as small as five minutes for each employee used in providing a specific service to the User. The table also shows the Total Cost of providing each Service in the Fee Schedule resulting from multiplying each position’s FB Hourly Rate by the time spent on the Service and summing all of those results for each Service.

**Table 2.1 Assessor Department – Time/Materials Survey**

Assessor Department Staff										
	Assessor	Assistant Assessor	Appraiser III	Appraiser III	Assess OFC Manager	Audit Appraiser II	ASM Clerk II	Appraiser II	ASM Clerk III	
FB Hourly Rates <sup>1</sup>	\$110	\$91	\$55	\$73	\$62	\$68	\$41	\$67	\$44	
Service/Application	Staff Time Spent on Each Service in Minutes <sup>2</sup>								Total Cost <sup>3</sup>	
<b>Map Reproduction</b>										
Parcel Map 11 X 17									3.5	\$ 2.57
11 or more Parcel Maps 11 X 17									3	2.20
Contracted Customer Up-Dated Parcel Map 11 X 17									3	2.20
<b>Copies</b>										
Copy of Aerial Photos (Letter Size Paper)				10						23.33
Master Property Record Hardcopy (From Printer per Page)									3.5	2.57
Book									5	3.67
Street Name Listing (33 Pages)									5	3.67
Subdivision Listing (20 Pages)									5	3.67
Use Code Listing									1	0.73
<b>Misc. Items</b>										
Computer - Printing Time					60					62.00
Labor and Research (1 Hour Minimum)					60					62.00
LCA - Filing (New Application For Each New Contract Created by a Division or Lot Line Adjustment, Compatible Use Request and Cancellation Request)	280	20		95	60				30	743.25
LCA Ordinance									3	2.20
Master Property, Index and Etal Listing					240					248.00
Master Property Record on CD ROM (Incl. Tax)					240					248.00
Property Characteristics (Per Parcel)				16						19.47

<sup>1</sup> FB Hourly Rates from Table 1.1.<sup>2</sup> Provided by the County.<sup>3</sup> Derived by multiplying each position's FB Hourly Rate by the number of minutes spent on each service.**Full Cost Recovery Fee Summary**

Table 2.2 lists the current Fees and summarizes the Full Cost Recovery Fees based upon the Total Cost of providing each Service as illustrated in the Time/Materials Survey summarized in Table 2.1.



Table 2.2. Assessor Department – Full Cost Recovery Fee Summary

Service/Application	Total Cost <sup>1</sup>	Current Fee <sup>2</sup>	Full Cost Recovery <sup>3</sup>
<b>Map Reproduction</b>			
Parcel Map 11 X 17	2.57	2.00	3.00
11 or more Parcel Maps 11 X 17	2.20	1.50	2.00
Contracted Customer Up-Dated Parcel Map 11 X 17	2.20	1.50	2.00
Parcel Map (Counter Map) With Names 11 X 17	61.00	3.00	61.00
<b>Copies</b>			
Copy of Aerial Photos (Letter Size Paper)	23.33	2.00	23.00
Master Property Record Hardcopy (From Printer per Page)	2.57	2.00	3.00
Master Property Record - Xerox Copy From Counter Book	3.67	3.00	4.00
Street Name Listing (33 Pages)	3.67	50.00	4.00
Subdivision Listing (20 Pages)	3.67	30.00	4.00
Use Code Listing	0.73	1.00	1.00
<b>Misc. Items</b>			
Computer - Printing Time	62.00	60.00	62.00
Labor and Research (1 Hour Minimum)	62.00	30.00	62.00
LCA - Filing (New Application For Each New Contract Created by a Division or Lot Line Adjustment, Compatible Use Request and Cancellation Request)	743.25	150.00	743.00
LCA Ordinance	2.20	2.50	2.00
Master Property, Index and Etal Listing	248.00	150.00	248.00
Master Property Record on CD ROM (Incl. Tax)	248.00	300.00	248.00
Property Characteristics (Per Parcel)	19.47	20.00	19.00

<sup>1</sup> Total Cost is equal to the Total Cost of Staff time at FB Hourly Rates from Table 2.2.

<sup>2</sup> Current Fee provided by the County.

<sup>3</sup> Full Cost Recovery is based on the Total Cost rounded to the nearest dollar.

## Comparison of Fees

Table 2.3 provides a comparison of Fees charged by neighboring or similar Jurisdictions to assist The County in setting Fees that not only recoup costs associated with the provision of the Service, but are also competitive with fees set by neighboring or similar Jurisdictions.

Table 2.3. Assessor Department – Comparison of Fees Summary

Service/Application	County of Santa Cruz	
	County of San Benito- Assessor- Maximum Allowable Fees <sup>1</sup>	
<b>Map Reproduction</b>		
Parcel Map 11 X 17	3.00	2.50 per page
11 or more Parcel Maps 11 X 17	2.00	2.50 per page
<b>Copies</b>		
Master Property Record Hardcopy (From Printer per Page)	3.00	1.00 per page
<b>Misc. Items</b>		
Labor and Research (1 Hour Minimum)	62.00	25.00 per hour

<sup>1</sup> Maximum Allowable Fees From Table 1.3.

## Summary

This study of the Assessor Department Fee Schedule suggests that the Department charge all fees based on time and materials costs. Most of the current fees were found to be insufficient to cover the actual cost, and are recommended to be set at 100% cost recovery levels.



## CHAPTER 3. ENVIRONMENTAL HEALTH DEPARTMENT

### Description of Services

The main goal of the Environmental Health Department is to assure safe food, water, air and environment to all citizens and visitors of San Benito County. Environmental Health Services enforces laws that protect the community's health. These include clean air regulations, water purity standards, food service requirements, and sewage disposal. This budget unit covers the contract with the State Department of Health for two registered sanitarians and the two County funded positions. Environmental Health provides protection for the public in the areas of food safety, safe drinking water, solid waste and hazardous materials. Environmental health has 17 components to their inspection and enforcement activities.

### Analysis and Recommendations

#### FB Hourly Rates

The Department staffing level for the budgeted fiscal year 2005-2006 was set at 34.45 full-time equivalent employees.

Table 3.1 below shows the FB Hourly Rates Summary for the Department position used to perform the Services included in the Fee Schedule.

**Table 3.1. Environmental Health Department – FB Hourly Rate Summary**

Personnel Costs <sup>1</sup>				\$	333,520	
				Percentage of Cost Allocation <sup>2</sup>		
Cost Allocations:						
Departmental Indirect Costs <sup>1</sup>						
Operation and Maintenance <sup>1</sup>				\$	227,868	
Total Departmental Indirect Costs				\$	227,868	
				68.32%	\$	227,868
Central Services Overhead Allocation <sup>3</sup>				\$	51,902	
				15.56%	\$	51,902
				Total Costs		
				\$	613,290	

	Annual Salary & Benefits <sup>5</sup>	Dept Indirect Allocation <sup>6</sup> 68.32%	Central OH Allocation <sup>7</sup> 15.56%	Fully Burdened Direct Labor <sup>8</sup>	Productive Hours <sup>9</sup>	Fully Burdened Hourly Labor Rates <sup>10</sup>
Position <sup>4</sup>	a	b	d	e (a+b+c+d)	f	g (e / f)
Account Clerk	54,638	37,330	8,503	100,471	1,838	55
**Environmental Health Scientist IV	105,482	72,068	16,415	193,965	1,838	106
Environmental Health Specialist II	92,338	63,087	14,370	169,795	1,838	92
TOTALS	252,458	172,485	39,288	464,230		

<sup>1</sup> Salary totals are taken from adjusted County's 2005-06 Budget and include estimated benefits.<sup>2</sup> Percentages derived by dividing Cost Allocations totals by Personnel Costs.<sup>3</sup> Central Services Overhead allocation is taken from the County's Cost Allocation Plan.<sup>4</sup> From County's 2005-06 Employee Salary and Benefit schedule.<sup>5</sup> Annual Salary and Benefits provided by the County.<sup>6</sup> Derived by multiplying Annual Salary and Benefits by the Departmental Indirect Labor percentage.<sup>7</sup> Derived by multiplying Annual Salary and Benefits by the Central Services Overhead Allocation percentage.<sup>8</sup> Fully Burdened Direct Labor total is the sum of Annual Salary and Benefits, Departmental Indirect Costs, and Central Services Overhead Allocation.<sup>9</sup> Productive Hours is an estimated figure that is derived by the total of 2,080 work hours a year minus 242 hours for vacation, sick leave, and holidays.<sup>10</sup> Fully Burdened Hourly Rates derived by the following formula: Fully Burdened Direct Labor divided by Productive Hours.

## Time/Materials Survey

Determining the amount of time each employee spends on assisting in the provision of the Services listed on the Fee Schedule is essential to identify the total cost of providing each Service. Further, in providing these Services, a number of employees from other County departments may become involved in various aspects of the process, spending anywhere from a few minutes to several hours on the Service.

Identification of these time elements relative to a particular Service is most readily determined through the completion of a Time/Materials Survey. The "time" portion of the survey reflects the average estimated time each Department staff position spends on a given Service for the Environmental Health Department. And, the "materials" portion of this survey refers to the costs of materials spent by the Environmental Health Department and is contained within the Departmental Overhead allocation in the FB Hourly Rates. The

result of multiplying the FB Hourly Rates by the time spent by each position reflects the actual costs, or “Total Costs” of time and materials of providing a Service.

A Time/Materials Survey provides Department management with an opportunity to assess the time requirements for each Service by position, and record that information onto a spreadsheet that is used to develop the following Table. Table 3.2 below summarizes the amount of time, listed in intervals as small as five minutes for each employee used in providing a specific service to the User. The table also shows the Total Cost of providing each Service in the Fee Schedule resulting from multiplying each position’s FB Hourly Rate by the time spent on the Service and summing all of those results for each Service.



Table 3.2 Environmental Health Department – Time/Materials Survey

Env. Health Department Staff					
Service/Application	FB Hourly Rates <sup>1</sup>	Account Clerk	Environmental Health Scientist IV	Environmental Health Specialist II	Total Cost <sup>3</sup>
		\$55	\$106	\$92	
		Staff Time Spent on Each Service in Minutes <sup>2</sup>			
<b>Food Facility</b>					
<b>Restaurants</b>					
0-50 Seats		30	30	210	403
51-75 Seats		30	30	330	587
76-100 Seats		30	30	390	679
100+ Seats		30	30	450	771
<b>Vending (Retail Markets)</b>					
<2000 SQ FT		30	30	150	311
<2000 SQ FT + 1 Food Prep/Proc		30	30	210	403
<2000 SQ FT + 2 Food Prep/Proc		30	30	270	495
<2000 SQ FT + 3 Food Prep/Proc		30	30	330	587
<2000 SQ FT + 4 Food Prep/Proc		30	30	390	679
2000 SQ FT to 5999 SQ FT		30	30	210	403
2000 SQ FT to 5999 SQ FT + 1 Food Prep		30	30	270	495
2000 SQ FT to 5999 SQ FT + 2 Food Prep		30	30	330	587
2001 SQ FT to 5999 SQ FT + 3 Food Prep		30	30	390	679
2001 SQ FT to 5999 SQ FT + 4 Food Prep		30	30	450	771
6000 SQ FT or Greater		30	30	270	495
6000 SQ FT or Greater + 1 Food Prep		30	30	330	587
6000 SQ FT or Greater + 2 Food Prep		30	30	390	679
6000 SQ FT or Greater + 3 Food Prep		30	30	450	771
6000 SQ FT or Greater + 4 Food Prep		30	30	510	863
Bar Only		30	30	150	311
Mobile Food Prep Unit		30	30	210	403
Stationary Mobile Food Prep Unit		30	30	210	403
Food Vehicle		30	30	120	265
Non Motorized Unit		30	15	75	169
Commissary w/food prep		30	30	270	495
Commissary no food prep		30	30	210	403
Food Processing <1000 sq ft		15	30	150	297
Food Processing >1000 sq ft		15	30	210	389
Minor Food Service		30	15	75	169
Retail Store w/Incidental food		30	30	60	173
Farm stay		30	30	150	311
Hotel/Motel complimentary food		30	30	90	219
Liquor Store		30	30	150	311
Food Salvage		30	30	150	311
Produce Stand		30	15	75	169
Bakery Only - <2000 sq ft		30	30	150	311
Bakery Only - >2000 sq ft		30	30	210	403
Bed and Breakfast		30	30	150	311

Env. Health Department Staff					
Service/Application	FB Hourly Rates <sup>1</sup>	Account Clerk	Environmental Health Scientist IV	Environmental Health Specialist II	Total Cost <sup>3</sup>
		\$55	\$106	\$92	
		Staff Time Spent on Each Service in Minutes <sup>2</sup>			
<b>Temporary Food Facility</b>					
1 - 4 Days		10	5	55	102
5 - 7 Days		10	5	115	194
8 - 25 Days		10	5	175	286
Organizer permit		15	15	90	178
Seasonal/Annual Temp Food Facility		10	5	235	378
Satellite Distribution		15	15	210	362
Certified Farmers Market		15	15	210	362
Farmer's Market Permit		15	15	210	362
Vending Machine Business		15	15	90	178
<b>Liquid Waste</b>					
<b>Sewage Disposal Systems</b>					
Individual System		15	15	450	730
Repair (major) Tank & Disposal System		15	15	450	730
Repair (minor) Tank & Disposal System		15	15	225	385
Engineered Individual System		15	15	540	868
Alternative/Innovative System		30	60	1140	1,882
Commercial System		15	15	600	960
Commercial System (With WDR)		15	15	900	1,420
Septic Tank Destruction		10	10	60	119
Annual Monitoring fee (where applicable)				hourly basis	hourly
Permit Extension (Permit has not expired)		10	10	10	42
Expired Permit - Applicant shall reapply for the permit including the fees. If application is within one year of expiration date 50% of the required fees will be required.					
<b>Other Liquid Waste System</b>					
Minimum 2 - Hourly		15	15	hourly min 2 hours	hourly
Individual Sewage Disposal Evaluation		10	10	90	165
<b>Sanitary Facilities for Public Assembly</b>					
Application Fee - add \$2.00/toilet		10	10	60	119
Septic tank & chemical toilet cleaning service (per vehicle)		10		180	285
<b>Water Systems</b>					
Local Small Water System		10	10	120	211
Water System Evaluation		10	10	90	165
<b>Solid Waste</b>					
<b>Permitting Process</b>					
<b>New Permit:</b>					
Landfill		60	600	8940	14,823
Transfer Station - Small		60	240	1680	3,055
Transfer Station - Medium		90	300	3570	6,087
Transfer Station - Large		120	360	5520	9,210
Permit Review (5 Years)		60	120	3480	5,603
RFI Amendment		30	60	1140	1,882
Delegated Permit Revision + cost of Public Hearing		30	120	780	1,436
Permit Revision - * hourly charge after 80 hours of work		60	180	4380	7,089
Closure/Postclosure Review		60	180	4620	7,457
Material Recovery Facility		60	180	4620	7,457



Env. Health Department Staff				
	Account Clerk	Environmental Health Scientist IV	Environmental Health Specialist II	
FB Hourly Rates <sup>1</sup>	\$55	\$106	\$92	
Service/Application	Staff Time Spent on Each Service in Minutes <sup>2</sup>			Total Cost <sup>3</sup>
<b>Tiered Permitting Process</b>				
Exemption	60	120	1080	1,923
Annual Evaluation	30	30	120	265
Notification - CDI, chipping & grinding, composting	30	120	1080	1,896
Registration- CDI, chipping & grinding, composting	30	120	1080	1,896
Standardized Permit - CDI, chipping & grinding, composting	60	180	2220	3,777
Full Permit - CDI, chipping & grinding, composting	60	240	5760	9,311
Registration tier permit revision	30	120	1080	1,896
Standardized tier permit revision	30	120	1080	1,896
Full permit tier permit revision	60	240	3360	5,631
<b>Tiered permitting sites - Annual operating permit</b>				
Notification - CDI, chipping & grinding, composting	30	120	780	1,436
Registration- CDI, chipping & grinding, composting	30	120	780	1,436
Standardized Permit - CDI, chipping & grinding, composting	30	120	1140	1,988
Full Permit - CDI, chipping & grinding, composting	60	180	1320	2,397
AB 1497 public hearing fee + public notification	30	30	150	311
Hearing Panel - per hour	30	30	210	403
<b>Annual Operating Fee</b>				
Landfill	60	300	5700	9,325
CIA (annual inspection)	15	30	120	251
CIA (quarterly inspection)	15	60	540	948
MRF	60	120	1380	2,383
<b>Performance Standards</b>				
Transfer Station - small	30	30	900	1,461
Transfer Station - medium	30	60	1440	2,342
Transfer Station - large	30	120	1680	2,816
Solid Waste Collection Vehicles	15	15	60	132
Tipping fee - must be negotiated with Co. Integrated Waste Management				-
<b>Housing Institutions</b>				
<b>Motels/Hotels</b>				
6 - 12 Units	30	30	120	265
13 - 50 Units	30	30	150	311
51 - 90 Units	30	30	180	357
Over 90 Units	30	30	210	403
<b>Detention Facilities</b>				
1 - 50 Beds	30	30	210	403
51 - 100 Beds	30	30	330	587
100+ Beds	30	30	450	771
<b>Recreational Health</b>				
Public Pools <2000 SQ FT	15	30	150	297
Public Pools 2000 - 4999 SQ FT	15	30	210	389
Public Pools 5000 SQ FT &+	15	30	270	481
SPA	15	30	150	297
Wading Pool	15	30	150	297
Special Use Pool	15	30	210	389
Water Carrier (domestic)	15	15	60	132
Interactive Water Park	15		180	290

Env. Health Department Staff				
	Account Clerk	Environmental Health Scientist IV	Environmental Health Specialist II	
FB Hourly Rates <sup>1</sup>	\$55	\$106	\$92	
Service/Application	Staff Time Spent on Each Service in Minutes <sup>2</sup>			Total Cost <sup>3</sup>
<b>Plan Approval and Construction Inspections - Food Establishment</b>				
Category #1 (Liquor Stores, Produce Stands, ETC)	15	15	180	316
Category #2 (Bakeries, Retail Market Without Food Prep, ETC.)	15	15	285	477
Category #3 (Restaurants and Retail Markets with Food Prep)	15	30	450	757
Remodel Plan Check (Minor)	30	30	90	219
Remodel Plan Check (Major)	30	30	210	403
<b>Public Swimming Pools</b>				
<2000 sq ft	30	30	390	679
2001-4999 sq ft	30	30	450	771
5000 sq ft	30	30	510	863
Spa	30	30	270	495
Remodel - minor	30	30	90	219
Remodel major	30	30	210	403
Replastering/Refinishing/Repiping	15	15	180	316
Interactive Water Park	30	30	390	679
<b>CUPA Program</b>				
New Facility - plan check	30	60	900	1,514
Remodel - plan check	30	30	450	771
<b>Hazmat Business Plans</b>				
Range 1	15		180	290
Range 2	15		210	336
Range 3	15		300	474
Range 4	15		390	612
Range 5	15		420	658
Range 6	15		480	750
<b>Hazardous Waste Generators</b>				
Range 1	15		180	290
Range 2	15		210	336
Range 3	15		240	382
Remediation Plan Review	15	30	210	389
Remediation Monitoring			hourly basis	
Hazmat Response			hourly basis	
Off-Hours Response:Hourly x2			2x hourly basis	
<b>CalARP</b>				
CalARP Risk Management Initial Review Process	15	60	1380	2,236
CalARP annual operation fee	15		600	934
Above Ground Tanks	15		240	382
Tiered Permitting	30		300	488
<b>Underground Tanks:</b>				
Operating Permit	15		360	566
Tank Removal	15		300	474
Remediation Plan Review	15		240	382
Remediation Monitoring			hourly basis	



Env. Health Department Staff				
	Account Clerk	Environmental Health Scientist IV	Environmental Health Specialist II	
FB Hourly Rates <sup>1</sup>	\$55	\$106	\$92	
Service/Application	Staff Time Spent on Each Service in Minutes <sup>2</sup>			Total Cost <sup>3</sup>
<b>Hazardous Waste Treatment/Tiered Permitting</b>				
Conditionally Exempt facility - annual	15		240	382
Conditionally authorized facility	15		360	566
Permit by rule facility - annual	15		480	750
Standardized permit facility	30		720	1,132
Full permit facility - annual	60		960	1,527
Individually owned/operator farm				-
Annual business plan review	15		60	106
Inspection time will be billed at hourly rate			hourly basis	
<b>Planning Projects</b>				
C-Dist review - existing building	15		120	198
C-dist Review - new construction	15		120	198
Certificate of Compliance	15		120	198
Lot Line Adjustment	15		60	106
M-Dist Review - Existing building	15		120	198
M-Dist Review - New Construction	15		120	198
Major Subdivision - tentative map (5-50 lots) per lot	15		50	90
Minor Subdivision - tentative map - (50+ lots) per lot	15		50	90
Minor Subdivision - tentative map (no sewer and/or water)	15		120	198
Minor Subdivision - tentative map (with sewer & water)	15		60	106
Non-conforming building site review	15		120	198
Parcel Merger	15		120	198
Preliminary map	15		60	106
Reprocessing (minor change)	15		60	106
Reversion of acreage	15		60	106
Scenic corridor review	15		60	106
Specific plan of land use	15		60	106
Use permit - major: conditional general	15		120	198
Use permit - major: oil well, oil/gas storage, labor camp	15		60	106
Use permit - minor: rural home enterprise	15		120	198
Use permit - minor: senior second unit, guest house, third unit	15		120	198
Use permit - minor: temp. mobile home, fruit stand, kennel	15		120	198
Use permit renewal	15		30	60
Variance	15		60	106
Zone change - filed w/project	15		60	106
Zone change - filed seperately	15		60	106
<b>Other</b>				
<b>Photocopying</b>				
First Page - per county ordinance				-
Additional Page - per county ordinance				-
Return Checks - per county protocol				-
Issuance of dog tags for rabies - plus \$1 for tags	10			9
Reinspections-after the normal one reinspection	10		60	101
All other request for service for categories not specifically listed will be charged on an hourly basis.				hourly

Service/Application	Env. Health Department Staff			Total Cost <sup>3</sup>
	FB Hourly Rates <sup>1</sup>	Account Clerk	Environmental Health Scientist IV	
		\$55	\$106	\$92
	Staff Time Spent on Each Service in Minutes <sup>2</sup>			
Professional Consultation - Hourly			hourly basis	
Weekend Inspection - Hourly x2			hourly basis	
<b>Septic disposal system begun or completed without first obtaining a permit</b>				
Individual System	20	60	780	1,320
Alternative/Innovative System	20	60	1740	2,792
Commercial System	20	60	1140	1,872
Commercial System (With WDR)	20	60	1740	2,792
<b>Septic disposal system (permitted) completed without final inspection or authorization from this office.</b>				
Individual System	15	30	180	343
Alternative/Innovative System	15	30	420	711
Commercial System	15	30	270	481
Commercial System (With WDR)	15	30	420	711
<b>Water Wells</b>				
Construction or Reconstruction	15	15	240	408
Destruction	15	15	120	224
<b>Well Monitoring</b>				
Construction or Reconstruction	15	15	240	408
Destruction	15	15	60	132

<sup>1</sup> FB Hourly Rates from Tables 3.1.<sup>2</sup> Provided by the County.<sup>3</sup> Derived by multiplying each position's FB Hourly Rate by the number of minutes spent on each service.

## Full Cost Recovery Fee Summary

Table 3.3 lists the current Fees and summarizes the Full Cost Recovery Fees based upon the Total Cost of providing each service as illustrated in the Time/Materials Survey summarized in Table 3.2.



Table 3.3. Environmental Health Department – Full Cost Recovery Fee Summary

Service/Application	Total Cost <sup>1</sup>	Current Fee <sup>2</sup>	Full Cost Recovery <sup>3</sup>
<b>Food Facility</b>			
<b>Restaurants</b>			
0-50 Seats	402.50	311.70	403.00
51-75 Seats	586.50	374.04	587.00
76-100 Seats	678.50	436.38	679.00
100+ Seats	770.50	498.72	771.00
<b>Vending (Retail Markets)</b>			
<2000 SQ FT	310.50	187.02	311.00
<2000 SQ FT + 1 Food Prep/Proc	402.50	249.36	403.00
<2000 SQ FT + 2 Food Prep/Proc	494.50	311.70	495.00
<2000 SQ FT + 3 Food Prep/Proc	586.50	374.04	587.00
<2000 SQ FT + 4 Food Prep/Proc	678.50	436.38	679.00
2000 SQ FT to 5999 SQ FT	402.50	249.36	403.00
2000 SQ FT to 5999 SQ FT + 1 Food Prep	494.50	311.70	495.00
2000 SQ FT to 5999 SQ FT + 2 Food Prep	586.50	374.04	587.00
2001 SQ FT to 5999 SQ FT + 3 Food Prep	678.50	436.38	679.00
2001 SQ FT to 5999 SQ FT + 4 Food Prep	770.50	498.72	771.00
6000 SQ FT or Greater	494.50	311.70	495.00
6000 SQ FT or Greater + 1 Food Prep	586.50	374.04	587.00
6000 SQ FT or Greater + 2 Food Prep	678.50	436.38	679.00
6000 SQ FT or Greater + 3 Food Prep	770.50	498.72	771.00
6000 SQ FT or Greater + 4 Food Prep	862.50	561.06	863.00
Bar Only	310.50	187.02	311.00
Mobile Food Prep Unit	402.50	187.02	403.00
Stationary Mobile Food Prep Unit	402.50	187.02	403.00
Food Vehicle	264.50	187.02	265.00
Non Motorized Unit	169.00	124.68	169.00
Commissary w/food prep	494.50	249.36	495.00
Commissary no food prep	402.50		403.00
Food Processing <1000 sq ft	296.75		297.00
Food Processing >1000 sq ft	388.75		389.00
Minor Food Service	169.00	124.68	169.00
Retail Store w/Incidental food	172.50		173.00
Farm stay	310.50		311.00
Hotel/Motel complimentary food	218.50		219.00
Liquor Store	310.50		311.00
Food Salvage	310.50		311.00
Produce Stand	169.00	124.68	169.00
Bakery Only - <2000 sq ft	310.50	187.02	311.00
Bakery Only - >2000 sq ft	402.50		403.00
Bed and Breakfast	310.50	124.68	311.00
<b>Temporary Food Facility</b>			
1 - 4 Days	102.33	31.17	102.00
5 - 7 Days	194.33	93.51	194.00
8 - 25 Days	286.33	124.68	286.00
Organizer permit	178.25		178.00
Seasonal/Annual Temp Food Facility	378.33	187.02	378.00
Satellite Distribution	362.25	187.02	362.00
Certified Farmers Market	362.25	249.36	362.00
Farmer's Market Permit	362.25		362.00
Vending Machine Business	178.25	124.68	178.00

Service/Application	Total Cost <sup>1</sup>	Current Fee <sup>2</sup>	Full Cost Recovery <sup>3</sup>
<b>Liquid Waste</b>			
<b>Sewage Disposal Systems</b>			
Individual System	730.25	436.38	730.00
Repair (major) Tank & Disposal System	730.25	436.38	730.00
Repair (minor) Tank & Disposal System	385.25	218.19	385.00
Engineered Individual System	868.25		868.00
Alternative/Innovative System	1,881.50	935.10	1,882.00
Commercial System	960.25	623.40	960.00
Commercial System (With WDR)	1,420.25	935.10	1,420.00
Septic Tank Destruction	118.83	62.34	119.00
Annual Monitoring fee (where applicable)	hourly		hourly
Permit Extension (Permit has not expired)	42.17		42.00
Expired Permit - Applicant shall reapply for the permit including the fees. If application is within one year of expiration date 50% of the required fees will be required.			
<b>Other Liquid Waste System</b>			
Minimum 2 - Hourly	hourly	124.68	hourly
Individual Sewage Disposal Evaluation	164.83	93.51	165.00
<b>Sanitary Facilities for Public Assembly</b>			
Application Fee - add \$2.00/toilet	118.83	62.34	119.00
Septic tank & chemical toilet cleaning service (per vehicle)	285.17	249.36	285.00
<b>Water Systems</b>			
Local Small Water System	210.83	62.34	211.00
Water System Evaluation	164.83	93.51	165.00
<b>Solid Waste</b>			
<b>Permitting Process</b>			
<b>New Permit:</b>			
Landfill	14,823.00	9,974.40	14,823.00
Transfer Station - Small	3,055.00	2,493.60	3,055.00
Transfer Station - Medium	6,086.50	3,740.40	6,087.00
Transfer Station - Large	9,210.00	1,246.80	9,210.00
Permit Review (5 Years)	5,603.00	1,870.20	5,603.00
RFI Amendment	1,881.50	4,987.20	1,882.00
Delegated Permit Revision + cost of Public Hearing	1,435.50	623.40	1,436.00
Permit Revision - * hourly charge after 80 hours of work	7,089.00		7,089.00
Closure/Postclosure Review	7,457.00		7,457.00
Material Recovery Facility	7,457.00		7,457.00
<b>Tiered Permitting Process</b>			
Exemption	1,923.00		1,923.00
Annual Evaluation	264.50		265.00
Notification - CDI, chipping & grinding, composting	1,895.50		1,896.00
Registration- CDI, chipping & grinding, composting	1,895.50		1,896.00
Standardized Permit - CDI, chipping & grinding, composting	3,777.00		3,777.00
Full Permit - CDI, chipping & grinding, composting	9,311.00		9,311.00
Registration tier permit revision	1,895.50		1,896.00
Standardized tier permit revision	1,895.50		1,896.00
Full permit tier permit revision	5,631.00		5,631.00
<b>Tiered permitting sites - Annual operating permit</b>			
Notification - CDI, chipping & grinding, composting	1,435.50		1,436.00
Registration- CDI, chipping & grinding, composting	1,435.50		1,436.00
Standardized Permit - CDI, chipping & grinding, composting	1,987.50		1,988.00
Full Permit - CDI, chipping & grinding, composting	2,397.00		2,397.00
AB 1497 public hearing fee + public notification	310.50		311.00
Hearing Panel - per hour	402.50		403.00



Service/Application	Total Cost <sup>1</sup>	Current Fee <sup>2</sup>	Full Cost Recovery <sup>3</sup>
<b>Annual Operating Fee</b>			
Landfill	9,325.00	6,234.00	9,325.00
CIA (annual inspection)	250.75		251.00
CIA (quarterly inspection)	947.75		948.00
MRF	2,383.00		2,383.00
<b>Performance Standards</b>			
Transfer Station - small	1,460.50		1,461.00
Transfer Station - medium	2,341.50		2,342.00
Transfer Station - large	2,815.50		2,816.00
Solid Waste Collection Vehicles	132.25	62.34	132.00
Tipping fee - must be negotiated with Co. Integrated Waste Management			
<b>Housing Institutions</b>			
<b>Motels/Hotels</b>			
6 - 12 Units	264.50	155.85	265.00
13 - 50 Units	310.50	187.02	311.00
51 - 90 Units	356.50	218.19	357.00
Over 90 Units	402.50	249.36	403.00
<b>Detention Facilities</b>			
1 - 50 Beds	402.50	249.36	403.00
51 - 100 Beds	586.50	374.04	587.00
100+ Beds	770.50		771.00
<b>Recreational Health</b>			
Public Pools <2000 SQ FT	296.75	187.02	297.00
Public Pools 2000 - 4999 SQ FT	388.75	249.36	389.00
Public Pools 5000 SQ FT &+	480.75	311.70	481.00
SPA	296.75	187.02	297.00
Wading Pool	296.75	187.02	297.00
Special Use Pool	388.75	249.36	389.00
Water Carrier (domestic)	132.25		132.00
Interactive Water Park	289.75		290.00
<b>Plan Approval and Construction Inspections - Food Establishment</b>			
Category #1 (Liquor Stores, Produce Stands, ETC)	316.25	187.02	316.00
Category #2 (Bakeries, Retail Market Without Food Prep, ETC.)	477.25	311.70	477.00
Category #3 (Restaurants and Retail Markets with Food Prep)	756.75	498.72	757.00
Remodel Plan Check (Minor)	218.50	62.34	219.00
Remodel Plan Check (Major)	402.50	62.34	403.00
<b>Public Swimming Pools</b>			
<2000 sq ft	678.50		679.00
2001-4999 sq ft	770.50		771.00
5000 sq ft	862.50		863.00
Spa	494.50	311.70	495.00
Remodel - minor	218.50		219.00
Remodel major	402.50		403.00
Replastering/Refinishing/Repiping	316.25	124.68	316.00
Interactive Water Park	678.50		679.00
<b>CUPA Program</b>			
New Facility - plan check	1,513.50		1,514.00
Remodel - plan check	770.50		771.00

Service/Application	Total Cost <sup>1</sup>	Current Fee <sup>2</sup>	Full Cost Recovery <sup>3</sup>
<b>Hazmat Business Plans</b>			
Range 1	289.75	218.19	290.00
Range 2	335.75	311.70	336.00
Range 3	473.75	405.21	474.00
Range 4	611.75	436.38	612.00
Range 5	657.75	498.72	658.00
Range 6	749.75		750.00
<b>Hazardous Waste Generators</b>			
Range 1	289.75		290.00
Range 2	335.75		336.00
Range 3	381.75		382.00
Remediation Plan Review	388.75	124.68	389.00
Remediation Monitoring	hourly	62.34	hourly
Hazmat Response	hourly	62.34	hourly
Off-Hours Response: Hourly x1.5	hourly	93.51	hourly
<b>CalARP</b>			
CalARP Risk Management Initial Review Process	2,235.75		2,236.00
CalARP annual operation fee	933.75		934.00
Above Ground Tanks	381.75	249.36	382.00
Tiered Permitting	487.50	311.70	488.00
<b>Underground Tanks:</b>			
Operating Permit	565.75		566.00
Tank Removal	473.75		474.00
Remediation Plan Review	381.75		382.00
Remediation Monitoring	hourly		hourly
<b>Hazardous Waste Treatment/Tiered Permitting</b>			
Conditionally Exempt facility - annual	381.75		382.00
Conditionally authorized facility	565.75		566.00
Permit by rule facility - annual	749.75		750.00
Standardized permit facility	1,131.50		1,132.00
Full permit facility - annual	1,527.00		1,527.00
Individually owned/operator farm			
Annual business plan review	105.75		106.00
Inspection time will be billed at hourly rate	hourly		hourly
<b>Planning Projects</b>			
C-Dist review - existing building	197.75		198.00
C-dist Review - new construction	197.75		198.00
Certificate of Compliance	197.75		198.00
Lot Line Adjustment	105.75		106.00
M-Dist Review - Existing building	197.75		198.00
M-Dist Review - New Construction	197.75		198.00
Major Subdivision - tentative map (5-50 lots) per lot	90.42		90.00
Minor Subdivision - tentative map - (50+ lots) per lot	90.42		90.00
Minor Subdivision - tentative map (no sewer and/or water)	197.75		198.00
Minor Subdivision - tentative map (with sewer & water)	105.75		106.00
Non-conforming building site review	197.75		198.00
Parcel Merger	197.75		198.00
Preliminary map	105.75		106.00
Reprocessing (minor change)	105.75		106.00
Reversion of acreage	105.75		106.00
Scenic corridor review	105.75		106.00
Specific plan of land use	105.75		106.00
Use permit - major: conditional general	197.75		198.00
Use permit - major: oil well, oil/gas storage, labor camp	105.75		106.00
Use permit - minor: rural home enterprise	197.75		198.00
Use permit - minor: senior second unit, guest house, third unit	197.75		198.00
Use permit - minor: temp. mobile home, fruit stand, kennel	197.75		198.00



Service/Application	Total Cost <sup>1</sup>	Current Fee <sup>2</sup>	Full Cost Recovery <sup>3</sup>
Use permit renewal	59.75		60.00
Variance	105.75		106.00
Zone change - filed w/project	105.75		106.00
Zone change - filed seperately	105.75		106.00
<b>Other</b>			
<b>Photocopying</b>			
First Page - per county ordinance		0.50	
Additional Page - per county ordinance		0.25	
Return Checks - per county protocol		10.00	
Issuance of dog tags for rabies - plus \$1 for tags	9.17		9.00
Reinspections-after the normal one reinspection	101.17		101.00
All other request for service for categories not specifically listed will be charged on an hourly basis.	hourly		hourly
Professional Consultation - Hourly	hourly		hourly
Weekend Inspection - Hourly x2	hourly		hourly
<b>Septic disposal system begun or completed without first obtaining a permit</b>			
Individual System	1,320.33		1,320.00
Alternative/Innovative System	2,792.33		2,792.00
Commercial System	1,872.33		1,872.00
Commercial System (With WDR)	2,792.33		2,792.00
<b>Septic disposal system (permitted) completed without final inspection or authorization from this office.</b>			
Individual System	342.75		343.00
Alternative/Innovative System	710.75		711.00
Commercial System	480.75		481.00
Commercial System (With WDR)	710.75		711.00
<b>Water Wells</b>			
Construction or Reconstruction	408.25		408.00
Destruction	224.25		224.00
<b>Well Monitoring</b>			
Construction or Reconstruction	408.25		408.00
Destruction	132.25		132.00

<sup>1</sup> Total Cost is equal to the Total Cost of Staff time at FB Hourly Rates from Table 3.2.

<sup>2</sup> Current Fee provided by the County.

<sup>3</sup> Full Cost Recovery is based on the Total Cost rounded to the nearest dollar.

## Comparison of Fees

Table 3.4 provides a comparison of Fees charged by neighboring or similar Jurisdictions to assist The County in setting Fees that not only recoup costs associated with the provision of the Service, but also are competitive with fees set by neighboring or similar Jurisdictions.

**Table 3.4. Environmental Health – Comparison of Fees Summary**

Service/Application	County of Santa Cruz	
	County of San Benito- Environmental Health- Maximum Allowable Fees <sup>1</sup>	
<b>Vending (Retail Markets)</b>		
<2000 SQ FT	311.00	218.00
<2000 SQ FT + 1 Food Prep/Proc	403.00	499.00
<2000 SQ FT + 2 Food Prep/Proc	495.00	647.00
<2000 SQ FT + 3 Food Prep/Proc	587.00	800.00
<2000 SQ FT + 4 Food Prep/Proc	679.00	
2000 SQ FT to 5999 SQ FT	403.00	319.00
2000 SQ FT to 5999 SQ FT + 1 Food Prep	495.00	570.00
2000 SQ FT to 5999 SQ FT + 2 Food Prep	587.00	743.00
2001 SQ FT to 5999 SQ FT + 3 Food Prep	679.00	913.00
2001 SQ FT to 5999 SQ FT + 4 Food Prep	771.00	
6000 SQ FT or Greater	495.00	373.00
6000 SQ FT or Greater + 1 Food Prep	587.00	616.00
6000 SQ FT or Greater + 2 Food Prep	679.00	803.00
6000 SQ FT or Greater + 3 Food Prep	771.00	986.00
6000 SQ FT or Greater + 4 Food Prep	863.00	
Bar Only	311.00	223.00
Mobile Food Prep Unit	403.00	271.00
Bed and Breakfast	311.00	125.00
<b>Liquid Waste</b>		
<b>Sewage Disposal Systems</b>		
Individual System	730.00	2,360.00
Repair (major) Tank & Disposal System	730.00	1,970.00
Repair (minor) Tank & Disposal System	385.00	235.00

<sup>1</sup> Maximum Allowable Fees From Table 3.3.

## Summary

This study of the Environmental Health Department Fee Schedule calculates Fees for inspections of various food facilities as well as permits and inspections of liquid and solid waste systems. The Full Cost Recovery Fee is based on time and materials. It is suggested that The County set its Fees at 100% recovery levels.



## CHAPTER 4. SHERIFF

### Description of Services

The Sheriff's Department Corrections Bureau operates the San Benito County Jail to protect society by providing incarceration as a deterrent to the commission of crime and to prevent the offender's ability to commit further crimes against society. A clean, safe, non-threatening environment is provided for housing criminal offenders who are either pretrial or sentenced to the custody of the Sheriff. The Sheriff's Department Correction Bureau provides the necessary level of security to ensure the safety of staff, inmates and the community.

The Sheriff's Administrative Bureau includes Patrol Operations. The Sheriff enforces state laws and county ordinances and Sheriff's deputies patrol unincorporated areas of the county. The Sheriff's Department works in partnership with the community to maintain a high level of safety for San Benito County citizens and to meet our legal mandates. The overarching mission of the Sheriff's Department is to serve by consistently earning public trust in law enforcement and crime prevention commensurate with the level of resources available.

Operations represent a division-level command managed by the Undersheriff and a Sheriff's Lieutenant who report directly to the Sheriff and is assisted by five Sheriff's Sergeants who function as team leaders. The Operations Division provides police patrol, criminal investigation and emergency law enforcement response services to the unincorporated areas of the county.

### Analysis and Recommendations

#### FB Hourly Rates

The Corrections Bureau staffing level for the budgeted fiscal year 2005-2006 was set at 31.5 full-time equivalent employees. The Patrol Operations staffing level for the budgeted fiscal year 2005-2006 was set at 35.5 full-time equivalent employees. Total FTE's including Administrative Staff is 67.

Table 1.1, in the first chapter, shows the FB Hourly Rates Summary for the Department position used to perform the Services included in the Fee Schedule.

## Time/Materials Survey

Determining the amount of time each employee spends on assisting in the provision of the Services listed on the Fee Schedule is essential to identify the total cost of providing each Service. Further, in providing these Services, a number of employees from other County departments may become involved in various aspects of the process, spending anywhere from a few minutes to several hours on the Service.

Identification of these time elements relative to a particular Service is most readily determined through the completion of a Time/Materials Survey. The “time” portion of the survey reflects the average estimated time each Department staff position spends on a given Service for the Sheriff Department. And, the “materials” portion of this survey refers to the costs of materials spent by the Sheriff Department and is contained within the Departmental Overhead allocation in the FB Hourly Rates. The result of multiplying the FB Hourly Rates by the time spent by each position reflects the actual costs, or “Total Costs” of time and materials of providing a Service.

A Time/Materials Survey provides Department management with an opportunity to assess the time requirements for each Service by position, and record that information onto a spreadsheet that is used to develop the following Table. Table 4.2 below summarizes the amount of time, listed in intervals as small as five minutes for each employee used in providing a specific service to the User. The table also shows the Total Cost of providing each Service in the Fee Schedule resulting from multiplying each position’s FB Hourly Rate by the time spent on the Service and summing all of those results for each Service.



**Table 4.1 Sheriff – Time/Materials Survey**

Sheriff Department Staff							
	Records Specialist	Deputy / or Sergeant	Secretary	Accountant	Undersheriff	Investigator	
FB Hourly Rates <sup>1</sup>	\$48	\$106	\$55	\$73	\$141	\$98	
Service/Application	Staff Time Spent on Each Service in Minutes <sup>2</sup>						Total Cost <sup>3</sup>
Sheriff Operations							
Vehicle Releases	30				15		59.25
Copy Fees							
1st page	20						16.00
Photo's	5						4.00
Digital photos		15					26.50
Criminal History Clearance Letter	30						24.00
Concealed Weapons Permit Application		30	15				66.75
Explosive Permit							
application			15				13.75
renewal			15				13.75
Parade Permit <sup>4</sup>			15				13.75
Alarm Permit <sup>5</sup>				30			36.50
False Alarms - calendar quarterly cycle							
2nd false response				30			36.50
3rd false response				30			36.50
4th false response				30			36.50
5th false response				30			36.50
Special Law Enforcement (4 hour minimum)		60					106.00
ABC Permit letters	15				15		47.25
Public assistant to out of county residents is actual cost incurred							
Civil Fees are by statute							
Any other services will be billed at Fully Burdened Hourly Rate.							Hourly
Coroner							
Body Releases - out of County resident						60	98.00

<sup>1</sup> FB Hourly Rates from Table 1.1.<sup>2</sup> Provided by the County.<sup>3</sup> Derived by multiplying each position's FB Hourly Rate by the number of minutes spent on each service.<sup>4</sup> Parade Permit was approved by the county Board of Supervisors - SBC Code Chapter 14, Article 2.<sup>5</sup> False Alarm Permit was approved by the county Board of Supervisors - SBC Code Chapter 20 - 2.

## Full Cost Recovery Fee Summary

Table 4.2 lists the current Fees and summarizes the Full Cost Recovery Fees based upon the Total Cost of providing each service as illustrated in the Time/Materials Survey summarized in Table 4.1.

**Table 4.2. Sheriff Department – Full Cost Recovery Fee Summary**

Service/Application	Total Cost <sup>1</sup>	Current Fee <sup>2</sup>	Full Cost Recovery <sup>3</sup>
<b>Sheriff Operations</b>			
Vehicle Releases	\$ 59.25	\$ 30.00	\$ 59.00
Copy Fees			
1st page	16.00	1.00	16.00
Photo's	4.00	1.00	4.00
Digital photos	26.50	5.00	27.00
Criminal History Clearance Letter	24.00	25.00	24.00
Concealed Weapons Permit Application	66.75	10.00	67.00
Explosive Permit			
Application	13.75	10.00	14.00
Renewal	13.75	2.00	14.00
Parade Permit	13.75	50.00	14.00
Alarm Permit	36.50	20.00	37.00
False Alarms - calendar quarterly cycle			
2nd false response	36.50	35.00	37.00
3rd false response	36.50	50.00	37.00
4th false response	36.50	100.00	37.00
5th false response	36.50	150.00	37.00
Special Law Enforcement (4 hour minimum)	106.00	39.50	106.00
ABC Permit letters	47.25		47.00
Public assistant to out of county residents is actual cost incurred			
Civil Fees are by statute			
Any other services will be billed at Fully Burdened Hourly Rate.	Hourly		Hourly
<b>Coroner</b>			
Body Releases - out of County resident	98.00	100.00	98.00

<sup>1</sup> Total Cost is equal to the Total Cost of Staff time at FB Hourly Rates from Table 6.2.<sup>2</sup> Current Fee provided by the County.<sup>3</sup> Full Cost Recovery is based on the Total Cost rounded to the nearest dollar.

## Comparison of Fees

Table 4.3 provides a comparison of Fees charged by neighboring or similar Jurisdictions to assist The County in setting Fees that not only recoup costs associated with the provision of the Service, but also are competitive with fees set by neighboring or similar Jurisdictions.

**Table 4.3. Sheriff Department – Comparison of Fees Summary**

	County of San Benito- Sheriff Dept.- Maximum Allowable Fees <sup>1</sup>	County of Alameda	County of Monterey
Service/Application			
Sheriff Operations			
Vehicle Releases	59.00		50.00
Photo's	4.00	5.00 each	
Concealed Weapons Permit Application	67.00		100.00
Alarm Permit	37.00		15.00
False Alarms - calendar quarterly cycle			
2nd false response	37.00		30.00
3rd false response	37.00	62.00	50.00
4th false response	37.00	62.00	75.00
5th false response	37.00	62.00	100.00
Special Law Enforcement (4 hour minimum)	106.00		73.90 hourly

<sup>1</sup> Maximum Allowable Fees From Table 4.3

## Summary

This study of the Sheriff Department Fee Schedule calculates Fees for copies, explosives permits and vehicle releases. The Full Cost Recovery Fee is based on time and materials. It is suggested that The County set its fees at 100% recovery levels. False Alarm charges are not user fees but penalties and as such, the County is not limited to the recovery of costs only.

## CHAPTER 5. CLERK OF THE BOARD DEPARTMENT

### Description of Services

The Clerk of the Board is committed to providing excellent service and support to the Board of Supervisors while ensuring the integrity and accessibility of public records for the people they serve in an efficient and friendly manner.

### Analysis and Recommendations

#### FB Hourly Rates

The Department staffing level for the budgeted fiscal year 2005-2006 was set at 2 full-time equivalent employees.

Table 1.1, in the first chapter shows the FB Hourly Rates Summary for the Department position used to perform the Services included in the Fee Schedule.



## Time/Materials Survey

Determining the amount of time each employee spends on assisting in the provision of the Services listed on the Fee Schedule is essential to identify the total cost of providing each Service. Further, in providing these Services, a number of employees from other County departments may become involved in various aspects of the process, spending anywhere from a few minutes to several hours on the Service.

Identification of these time elements relative to a particular Service is most readily determined through the completion of a Time/Materials Survey. The “time” portion of the survey reflects the average estimated time each Department staff position spends on a given Service for the Clerk of the Board Department. And, the “materials” portion of this survey refers to the costs of materials spent by the Clerk of the Board Department and is contained within the Departmental Overhead allocation in the FB Hourly Rates. The result of multiplying the FB Hourly Rates by the time spent by each position reflects the actual costs, or “Total Costs” of time and materials of providing a Service.

A Time/Materials Survey provides Department management with an opportunity to assess the time requirements for each Service by position, and record that information onto a spreadsheet that is used to develop the following Table. Table 5.1 below summarizes the amount of time, listed in intervals as small as five minutes for each employee used in providing a specific service to the User. The table also shows the Total Cost of providing each Service in the Fee Schedule resulting from multiplying each position’s FB Hourly Rate by the time spent on the Service and summing all of those results for each Service.

**Table 5.1 Clerk of the Board Department – Time/Materials Survey**

Service/Application	Clerk of the Board Department Staff							Total Cost <sup>3</sup>
	Board Clerk, Assistant	Clerk of the Board	County Counsel	Deputy County Counsel	Planning Director	Planner	Clerical Planning Staff	
FB Hourly Rates <sup>1</sup>	\$62	\$72	\$133	\$96	\$115	\$66	\$75	
	Staff Time Spent on Each Service in Minutes <sup>2</sup>							
<b>Clerk of the Board of Supervisors</b>								
Administrative Decisions, Appeal of (re: Land Use issues)	145	145	120	180	60	300	60	1,397.83
Agenda packets, per meeting	30	10						43.00
Agenda subscription, full year	30	12						45.40
Agenda subscription, half year	15	6						22.70
Board Proceedings (Recordings or - w/o own cassette*)	10	10						22.33
Board recordings, (monitoring - per hour)	10	25						40
Certification Fee	5	5						11
County Code (non-holder)	60	15						80
County Code updates (non-holder), each	10	10						22
Documents in file (Copies - per page)	10	5						16
Findings of Fact - Assessment Appeal (per parcel)								hourly
General Plan (complete set)	60	15						80
General Plan elements (Housing, Environmental Resources & Constraints Inventory)	15	10						28
General Plan elements (Noise, Scenic Roads & Hwys., Land Use, Open Space/Conservation, Seismic Safety/Safety, Transportation)	15	10						28
General Plan land use map, each	10	10						22
Minutes (copies - per page)	10	10						22
Ordinances, (Copies - per page)	10	10						22
Planning Commission, Appeal decision of	145	145	120	180	60	300	60	1,398
Research fee, per year	20	20						45
Resolutions (copy - per page)	10	10						22
Subdivision Ordinance, Copy	20	10						33
Zoning Ordinance, Copy	15	10						28

<sup>1</sup> FB Hourly Rates from Table 1.1.<sup>2</sup> Provided by the County.<sup>3</sup> Derived by multiplying each position's FB Hourly Rate by the number of minutes spent on each service.

## Full Cost Recovery Fee Summary

Table 5.2 lists the current Fees and summarizes the Full Cost Recovery Fees based upon the Total Cost of providing each service as illustrated in the Time/Materials Survey summarized in Table 5.1.

**Table 5.2. Clerk of the Board Operations Department – Full Cost Recovery Fee Summary**

Service/Application	Total Cost <sup>1</sup>	Current Fee <sup>2</sup>	Full Cost Recovery <sup>3</sup>
Administrative Decisions, Appeal of (re: Land Use issues)	\$ 1,397.83	\$ 575.00	\$ 1,398.00
Agenda packets, per meeting	43.00	30.00	43.00
Agenda subscription, full year	45.40	40.00	45.00
Agenda subscription, half year	22.70	20.00	23.00
Board Proceedings (Recordings or - w/o own cassette*)	22.33	25.00	22.00
Board recordings, (monitoring - per hour)	40.33	6.00	40.00
Certification Fee	11.17	1.00	11.00
County Code (non-holder)	80.00	50.00	80.00
County Code updates (non-holder), each	22.33	2.50	22.00
Documents in file (Copies - per page)	16.33	0.50	16.00
Findings of Fact - Assessment Appeal (per parcel)	hourly 80.00	10.00	hourly 80.00
General Plan (complete set)	80.00	50.00	80.00
General Plan elements (Housing, Environmental Resources & Constraints Inventory)	27.50	10.00	28.00
General Plan elements (Noise, Scenic Roads & Hwys., Land Use, Open Space/Conservation, Seismic Safety/Safety, Transportation)	27.50	5.00	28.00
General Plan land use map, each	22.33	3.00	22.00
Minutes (copies - per page)	22.33	0.50	22.00
Ordinances, (Copies - per page)	22.33	0.50	22.00
Planning Commission, Appeal decision of	1,397.83	575.00	1,398.00
Research fee, per year	44.67	1.75	45.00
Resolutions (copy - per page)	22.33	0.50	22.00
Subdivision Ordinance, Copy	32.67	7.50	33.00
Zoning Ordinance, Copy	27.50	5.00	28.00

<sup>1</sup> Total Cost is equal to the Total Cost of Staff time at FB Hourly Rates from Table 5.1.<sup>2</sup> Current Fee provided by the County.<sup>3</sup> Full Cost Recovery is based on the Total Cost rounded to the nearest dollar.

## Comparison of Fees

Table 5.3 provides a comparison of Fees charged by neighboring or similar Jurisdictions to assist The County in setting Fees that not only recoup costs associated with the provision of the Service, but also are competitive with fees set by neighboring or similar Jurisdictions.



**Table 5.3. Clerk of the Board Department – Comparison of Fees Summary**

Service/Application	County of San Benito- Clerk of the Board Dept.- Maximum Allowable Fees	County of Monterey
	<sup>1</sup>	
Agenda packets, per meeting	43.00	0.00
Certification Fee	11.00	1.00 per document
County Code (non-holder)	80.00	150.00
County Code updates (non-holder), each	22.00	25.00
Minutes (copies - per page)	22.00	0.00
Ordinances, (Copies - per page)	22.00	10.00
Planning Commission, Appeal decision of	1,398.00	140.00
Research fee, per year	45.00	10.00 per each 15 minutes

<sup>1</sup> Maximum Allowable Fees From Table 5.3.

## Summary

This study of the Clerk of the Board Department Fee Schedule revealed that most Fees are heavily subsidized by The County. It is suggested that The County set its Fees at 100% Cost Recovery levels.



## CHAPTER 6. AGRICULTURAL COMMISSIONER DEPARTMENT

### Description of Services

The Agricultural Commissioner is committed to providing excellent service and support to all residents of San Benito County in an efficient and friendly manner.

### Analysis and Recommendations

#### FB Hourly Rates

The Department staffing level for the budgeted fiscal year 2005-2006 was set at 7.5 full-time equivalent employees.

Table 6.1 below shows the FB Hourly Rates Summary for the Department position used to perform the Services included in the Fee Schedule.

**Table 6.1. Agricultural Commissioner Department – FB Hourly Rate Summary**

Personnel Costs <sup>1</sup>				\$	14,552,308
Cost Allocations:		Percentage of Cost Allocation <sup>2</sup>			
Departmental Indirect Costs <sup>1</sup>					
Operation and Maintenance <sup>1</sup>		\$ 12,630,004			
Total Departmental Indirect Costs		\$ 12,630,004	86.79%	\$	12,630,004
Central Services Overhead Allocation <sup>3</sup>		\$ 1,882,190	12.93%	\$	1,882,190
Total Costs				\$	29,064,502

	Annual Salary & Benefits <sup>5</sup>	Dept Indirect Allocation <sup>6</sup> 86.79%	Central OH Allocation <sup>7</sup> 12.93%	Fully Burdened Direct Labor <sup>8</sup>	Productive Hours <sup>9</sup>	Fully Burdened Hourly Labor Rates <sup>10</sup>
Position <sup>4</sup>	a	b	d	e (a+b+c+d)	f	g (e / f)
Ag. Biologist I	28,257	24,524	3,655	56,435	1,838	31
Ag. Biologist II	34,355	29,817	4,444	68,616	1,838	37
Ag. Biologist III	38,337	33,273	4,959	76,569	1,838	42
Deputy Commissioner	46,968	40,764	6,075	93,807	1,838	51
Deputy Sealer of W/M	46,968	40,764	6,075	93,807	1,838	51
Commissioner	69,768	60,552	9,024	139,344	1,838	76
Secretary II	34,525	29,965	4,465	68,955	1,838	38
TOTALS	270,923	235,135	35,041	541,098		

<sup>1</sup> Salary totals are taken from adjusted County's 2005-06 Budget and include estimated benefits.

<sup>2</sup> Percentages derived by dividing Cost Allocations totals by Personnel Costs.

<sup>3</sup> Central Services Overhead allocation is taken from the County's Cost Allocation Plan.

<sup>4</sup> From County's 2005-06 Employee Salary and Benefit schedule.

<sup>5</sup> Annual Salary and Benefits provided by the County.

<sup>6</sup> Derived by multiplying Annual Salary and Benefits by the Departmental Indirect Labor percentage.

<sup>7</sup> Derived by multiplying Annual Salary and Benefits by the Central Services Overhead Allocation percentage.

<sup>8</sup> Fully Burdened Direct Labor total is the sum of Annual Salary and Benefits, Departmental Indirect Costs, and Central Services Overhead Allocation.

<sup>9</sup> Productive Hours is an estimated figure that is derived by the total of 2,080 work hours a year minus 242 hours for vacation, sick leave, and holidays.

<sup>10</sup> Fully Burdened Hourly Rates derived by the following formula: Fully Burdened Direct Labor divided by Productive Hours.

## Time/Materials Survey

Determining the amount of time each employee spends on assisting in the provision of the Services listed on the Fee Schedule is essential to identify the total cost of providing each Service. Further, in providing these Services, a number of employees from other County departments may become involved in various aspects of the process, spending anywhere from a few minutes to several hours on the Service.

Identification of these time elements relative to a particular Service is most readily determined through the completion of a Time/Materials Survey. The "time" portion of the survey reflects the average estimated time each Department staff position spends on a given Service for the Agricultural Commissioner Department. And, the "materials" portion of this survey refers to the costs of materials spent by the Agricultural Commissioner Department

and is contained within the Departmental Overhead allocation in the FB Hourly Rates. The result of multiplying the FB Hourly Rates by the time spent by each position reflects the actual costs, or "Total Costs" of time and materials of providing a Service.

A Time/Materials Survey provides Department management with an opportunity to assess the time requirements for each Service by position, and record that information onto a spreadsheet that is used to develop the following Table. Table 6.2 below summarizes the amount of time, listed in intervals as small as five minutes for each employee used in providing a specific service to the User. The table also shows the Total Cost of providing each Service in the Fee Schedule resulting from multiplying each position's FB Hourly Rate by the time spent on the Service and summing all of those results for each Service.



**Table 6.2 Agricultural Commissioner Department – Time/Materials Survey**

Ag. Commissioner Department Staff									
	Ag. Biologist I	Ag. Biologist II	Ag. Biologist III	Deputy Commissioner	Deputy Sealer of W/M	Commissioner	Average FBHR	Secretary II	
FB Hourly Rates <sup>1</sup>	\$31	\$37	\$42	\$51	\$51	\$76	\$48	\$38	
Service/Application	Staff Time Spent on Each Service in Minutes <sup>2</sup>								Total Cost <sup>3</sup>
Phytosanitary, Quarantine Compliance,Seed Service, etc							100	15	90
Additional Certificates per visit/inspection							22	10	24
Farmer Market Certificates							90		72
Lettuce Inspections per carton							10	1	9
State Mandated Fees									
Utility Meter Inspection									-
Measuring Devices,Owner/User Request Testing									
1 to 3 devices									40
4 to 9 devices									80
10 to 19 devices									120
20 to 25 devices									160
Over 25 devices									200
Annual Registration of Commercial Weighing & Measuring Devices									
1 to 3 devices									40
4 to 9 devices									80
10 to 19 devices									120
20 to 25 devices									160
over 25 devices									200
Motor Truck Scales									200
									100
Livestock Scales w/capacities of 20,000 lbs. or greater									
Weighing devices other that livestock & motor truck scales, with capacities of 20,000 pounds or greater									200
Devices exempt per State Regulation									
1 to 3 devices: in office inspection									10
Pest Control Operator									50
Pest Control Advisor (primary)									10
Pest Control Advisor (secondary or additional registration)									5
Pest Control Pilot (primary)									10
									5
Pest Control Pilot (secondary or additional registration)									
Structural Operator									10
Maintenance Gardener									10
Farm Labor Contractor									25

<sup>1</sup> FB Hourly Rates from Table 6.1

<sup>2</sup> Provided by the County.

<sup>3</sup> Derived by multiplying each position's FB Hourly Rate by the number of minutes spent on each service.

### Full Cost Recovery Fee Summary

Table 6.3 lists the current Fees and summarizes the Full Cost Recovery Fees based upon the Total Cost of providing each service as illustrated in the Time/Materials Survey summarized in Table 6.2.



**Table 6.3. Agricultural Commissioner Department – Full Cost Recovery Fee Summary**

Service/Application	Total Cost <sup>1</sup>	Current Fee <sup>2</sup>	Full Cost Recovery <sup>3</sup>
Phytosanitary, Quarantine Compliance, Seed Service, etc	89.50	75.00	90.00
Additional Certificates per visit/inspection	23.93	55.00	24.00
Farmer Market Certificates	72.00	100.00	72.00
Lettuce Inspections per carton	8.63	0.02 per carton	9.00
<b>State Mandated Fees</b>			
Utility Meter Inspection	60.00 per location plus 2.00 per meter	60.00 per location plus \$2 per meter	60.00 per location plus 2.00 per meter
<b>Non-Commercial &amp; Commercial Weighing &amp; Measuring Devices, Owner/User Request Testing</b>			
1 to 3 devices	40.00	40.00	40.00
4 to 9 devices	80.00	80.00	80.00
10 to 19 devices	120.00	120.00	120.00
20 to 25 devices	160.00	160.00	160.00
Over 25 devices	200.00	200.00	200.00
<b>Annual Registration of Commercial Weighing &amp; Measuring Devices</b>			
1 to 3 devices	40.00	40.00	40.00
4 to 9 devices	80.00	80.00	80.00
10 to 19 devices	120.00	120.00	120.00
20 to 25 devices	160.00	160.00	160.00
over 25 devices	200.00	200.00	200.00
Motor Truck Scales	200.00	200.00	200.00
Livestock Scales w/capacities of 20,000 lbs. or greater	100.00	100.00	100.00
Weighing devices other than livestock & motor truck scales, with capacities of 20,000 pounds or greater	200.00	200.00	200.00
<b>Devices exempt per State Regulation</b>			
1 to 3 devices: in office inspection	10.00	10.00	10.00
Pest Control Operator	50.00	50.00	50.00
Pest Control Advisor (primary)	10.00	10.00	10.00
Pest Control Advisor (secondary or additional registration)	5.00	5.00	5.00
Pest Control Pilot (primary)	10.00	10.00	10.00
Pest Control Pilot (secondary or additional registration)	5.00	5.00	5.00
Structural Operator	10.00	10.00	10.00
Maintenance Gardener	10.00	10.00	10.00
Farm Labor Contractor	25.00	25.00	25.00

<sup>1</sup> Total Cost is equal to the Total Cost of Staff time at FB Hourly Rates from Table 6.2.

<sup>2</sup> Current Fee provided by the County.

<sup>3</sup> Full Cost Recovery is based on the Total Cost rounded to the nearest dollar.

## Comparison of Fees

Table 6.4 provides a comparison of Fees charged by neighboring or similar Jurisdictions to assist The County in setting Fees that not only recoup costs associated with the provision of the Service, but also are competitive with fees set by neighboring or similar Jurisdictions.

**Table 6.4. Agricultural Commissioner – Comparison of Fees Summary**

No Comparables Found.

## Summary

This study of the Agricultural Commissioner's Fee Schedule revealed that all fees are set below the cost of providing those Fees. It is suggested that The County set Fees at 100% recovery levels.

## CHAPTER 7. BUILDING DEPARTMENT

---

### Description of Services

This section describes the analysis of the County of San Benito's cost of providing current Building Department services to existing and potential Users. The County's Building Department provides these services as requested by Users.

### Analysis and Recommendations

#### FB Hourly Rates

The Department staffing level for the budgeted fiscal year 2005-2006 was set at 12.5 full-time equivalent employees for the Planning and Building Departments.

Table 7.1 below shows the FB Hourly Rates Summary for the Department position used to perform the Services included in the Fee Schedule.



**Table 7.1. Building Department – FB Hourly Rate Summary**

Personnel Costs <sup>1</sup>		\$	14,552,308
Cost Allocations:		Percentage of Cost Allocation <sup>2</sup>	
Departmental Indirect Costs <sup>1</sup>			
Operation and Maintenance <sup>1</sup>	\$ 12,630,004		
Total Departmental Indirect Costs	\$ 12,630,004	86.79%	\$ 12,630,004
Central Services Overhead Allocation <sup>3</sup>	\$ 1,882,190	12.93%	\$ 1,882,190
Total Costs		\$	29,064,502

	Annual Salary & Benefits <sup>5</sup>	Dept Indirect Allocation 6 86.79%	Central OH Allocation 7 12.93%	Fully Burdened Direct Labor <sup>8</sup>	Productive Hours <sup>9</sup>	Fully Burdened Hourly Labor Rates <sup>10</sup>
Position <sup>4</sup>	a	b	d	e (a+b+c+d)	f	g (e / f)
Building Official	80,708	70,047	10,439	161,194	1,838	88
Inspector	64,391	55,886	8,328	128,605	1,838	70
Other Department Staff						
Fire Marshall	129,101	-	-	129,101	1,838	70
TOTALS	193,493	55,886	8,328	257,707		

<sup>1</sup> Salary totals are taken from adjusted County's 2005-06 Budget and include estimated benefits.<sup>2</sup> Percentages derived by dividing Cost Allocations totals by Personnel Costs.<sup>3</sup> Central Services Overhead allocation is taken from the County's Cost Allocation Plan.<sup>4</sup> From County's 2005-06 Employee Salary and Benefit schedule.<sup>5</sup> Annual Salary and Benefits provided by the County.<sup>6</sup> Derived by multiplying Annual Salary and Benefits by the Departmental Indirect Labor percentage.<sup>7</sup> Derived by multiplying Annual Salary and Benefits by the Central Services Overhead Allocation percentage.<sup>8</sup> Fully Burdened Direct Labor total is the sum of Annual Salary and Benefits, Departmental Indirect Costs, and Central Services Overhead Allocation.<sup>9</sup> Productive Hours is an estimated figure that is derived by the total of 2,080 work hours a year minus 242 hours for vacation, sick leave, and holidays.<sup>10</sup> Fully Burdened Hourly Rates derived by the following formula: Fully Burdened Direct Labor divided by Productive Hours.

## Time/Materials Survey

Determining the amount of time each employee spends on assisting in the provision of the Services listed on the Fee Schedule is essential to identify the total cost of providing each Service. Further, in providing these Services, a number of employees from other County departments may become involved in various aspects of the process, spending anywhere from a few minutes to several hours on the Service.

Identification of these time elements relative to a particular Service is most readily determined through the completion of a Time/Materials Survey. The "time" portion of the survey reflects the average estimated time each Department staff position spends on a given Service for the building Department. And, the "materials" portion of this survey refers to the costs of materials spent by the Building Department and is contained within the Departmental Overhead allocation in the FB Hourly Rates. The result of multiplying the FB



Hourly Rates by the time spent by each position reflects the actual costs, or “Total Costs” of time and materials of providing a Service.

A Time/Materials Survey provides Department management with an opportunity to assess the time requirements for each Service by position, and record that information onto a spreadsheet that is used to develop the following Table. Table 7.2 below summarizes the amount of time, listed in intervals as small as five minutes for each employee used in providing a specific service to the User. The table also shows the Total Cost of providing each Service in the Fee Schedule resulting from multiplying each position’s FB Hourly Rate by the time spent on the Service and summing all of those results for each Service.

**Table 7.2 Building Department – Time/Materials Survey**

	Building Department Staff			Total Cost <sup>3</sup>
	FB Hourly Rates <sup>1</sup>	Building Official	Inspector	
		\$88	\$70	\$70
Service/Application	Staff Time Spent on Each Service in Minutes <sup>2</sup>			
<b>Building Plan Check</b>				
<b>Unsprinklered Occupancies</b>				
Single Family	10		45	67
Residential R-1	10		45	67
Commercial / Industrial	30		210	289
<b>Sprinklered Occupancies <sup>5</sup></b>				
Single Family	10		60	85
Residential R-1	10		60	85
Commercial / Industrial	30		210	289
<b>Additional Inspection Fees</b>				
Third Plan Re-Submittal	10		Hourly <sup>4</sup>	15
Construction or installation prior to plan approval	30	45	Hourly <sup>4</sup>	97
Field appointment fees	30	30	Hourly <sup>4</sup>	79
Missed Appointments (15 minute waiting time)	30	30	Hourly <sup>4</sup>	79
Excessive appointments (more than two per test)	20	30	Hourly <sup>4</sup>	64
Unprepared for scheduled appointment	20	30	Hourly <sup>4</sup>	64
<b>Professional Engineering Fees</b>				
<b>Requested Inspections</b>				
Occupancy Use Change Inspection	20	20	60	123
Day Care Facility (7+ persons)	30	30	60	149
Board & Care Facility	30	30	60	149
<b>Special Services</b>				
Photographs	20		Hourly <sup>4</sup>	29
Misc. Permits	30	10	10	67
Outside Technical Support		10	60	82
Excessive number of re-inspections on occupancy inspection program, in excess of two re-inspections	30		Hourly <sup>4</sup>	44

<sup>1</sup> FB Hourly Rates from Table 7.1<sup>2</sup> Provided by the County.<sup>3</sup> Derived by multiplying each position's FB Hourly Rate by the number of minutes spent on each service.<sup>4</sup> Fire Marshall time will be charged at Fully Burdened Hourly Rate and is in addition to the fee listed.<sup>5</sup> Sprinklered Occupancies will be charged for sprinkler head inspections at Fully Burdened Hourly Rate in addition to the fee listed.

Note: All Fees are subject to any outside contractor/consultant costs incurred.

## Full Cost Recovery Fee Summary

Table 7.3 lists the current Fees and summarizes the Full Cost Recovery Fees based upon the Total Cost of providing each service as illustrated in the Time/Materials Survey summarized in Table 7.2.

**Table 7.3. Building Department – Full Cost Recovery Fee Summary**

Service/Application	Total Cost <sup>1</sup>	Full Cost Recovery <sup>2</sup>
<b>Building Plan Check</b>		
Single Family	67.17	67.00
Residential R-1	67.17	67.00
Commercial / Industrial	289.00	289.00
<b>Sprinklered Occupancies 5</b>		
Single Family	84.67	85.00
<b>Residential R-1</b>		
Commercial / Industrial	289.00	289.00
<b>Additional Inspection Fees</b>		
Third Plan Re-Submittal	14.67	15.00
Construction or installation prior to plan approval	96.50	97.00 plus penalty
Field appointment fees	79.00	79.00
Missed Appointments (15 minute waiting time)	79.00	79.00
Excessive appointments (more than two per test)	64.33	64.00
Unprepared for scheduled appointment	64.33	64.00
<b>Professional Engineering Fees</b>		
<b>Requested Inspections</b>		
Occupancy Use Change Inspection	122.67	123.00
Day Care Facility (7+ persons)	149.00	149.00
Board & Care Facility	149.00	149.00
<b>Special Services</b>		
Photographs	29.33	29.00 plus materials
Misc. Permits	67.33	67.00
Outside Technical Support	81.67	82.00
Excessive number of re-inspections on occupancy inspection program, in excess of two re-inspections	44.00	44.00

<sup>1</sup> Total Cost is equal to the Total Cost of Staff time at FB Hourly Rates from Table 7.2.

<sup>2</sup> Full Cost Recovery is based on the Total Cost rounded to the nearest dollar.

Note: All Fees are subject to any outside contractor/consultant costs incurred. Fire Marshall time will be charged at the Fully Burdened Hourly Rate and will be in addition to the fees listed.

## Comparison of Fees

Table 7.4 provides a comparison of Fees charged by neighboring or similar Jurisdictions to assist The County in setting Fees that not only recoup costs associated with the provision of the Service, but also are competitive with fees set by neighboring or similar Jurisdictions.

The fees for Building Permits are set by building valuation as per the Uniform Building Code. The same applies for those permits that fall under the Uniform Fire Code regulations. Generally the plan check fees are assessed at 80% of any given permit fee.



**Table 7.4. Building Department – Comparison of Fees Summary**

Service/Application	County of San Benito- Assessor Dept.- Maximum Allowable Fees <sup>1</sup>		County of Monterey
<b>Building Plan Check</b>			
Single Family	67.00	plus Contractor's fees	270.00
Commercial / Industrial	289.00	plus Contractor's fees	800.00
Construction or installation prior to plan approval	97.00	plus Contractor's fees	Double Permit Fee
Field appointment fees	79.00	plus Contractor's fees	Hourly
Missed Appointments (15 minute waiting time)	79.00	plus Contractor's fees	Hourly
Occupancy Use Change Inspection	-		100.00

<sup>1</sup> Maximum Allowable Fees From Table 7.3.

## Summary

This study of the Building Department Fee Schedule calculates a Fee for inspections, Plan Checks and other miscellaneous services provided by the Building Department. The Full Cost Recovery Fee is based on time and materials. It is suggested that The County set its Fees at 100% cost recovery levels.



## CHAPTER 8. PLANNING DEPARTMENT

---

### Description of Services

This section describes the analysis of the County of San Benito's cost of providing current Planning Department services to existing and potential Users. The County's Planning Department provides these services as requested by Users.

### Analysis and Recommendations

#### FB Hourly Rates

Table 1.1 in the first chapter shows the FB Hourly Rates Summary for the Department position used to perform the Services included in the Fee Schedule.

## Time/Materials Survey

Determining the amount of time each employee spends on assisting in the provision of the Services listed on the Fee Schedule is essential to identify the total cost of providing each Service. Further, in providing these Services, a number of employees from other County departments may become involved in various aspects of the process, spending anywhere from a few minutes to several hours on the Service.

Identification of these time elements relative to a particular Service is most readily determined through the completion of a Time/Materials Survey. The “time” portion of the survey reflects the average estimated time each Department staff position spends on a given Service for the Planning Department. And, the “materials” portion of this survey refers to the costs of materials spent by the Planning Department and is contained within the Departmental Overhead allocation in the FB Hourly Rates. The result of multiplying the FB Hourly Rates by the time spent by each position reflects the actual costs, or “Total Costs” of time and materials of providing a Service.

A Time/Materials Survey provides Department management with an opportunity to assess the time requirements for each Service by position, and record that information onto a spreadsheet that is used to develop the following Table. Table 8.1 below summarizes the amount of time, listed in intervals as small as five minutes for each employee used in providing a specific service to the User. The table also shows the Total Cost of providing each Service in the Fee Schedule resulting from multiplying each position’s FB Hourly Rate by the time spent on the Service and summing all of those results for each Service.

**Table 8.1 Planning Department – Time/Materials Survey**

	Planning Department Staff						
	Planner	Adm Serv Spec	Office Assistant	Bldg. Inspector	Principal Planner	Planning Director	
FB Hourly Rates <sup>1</sup>	\$66	\$55	\$46	\$88	\$80	\$115	
Service/Application	Staff Time Spent on Each Service in Minutes <sup>2</sup>						Total Cost <sup>3</sup>
Lot Line Adjustment	600	120	45	30	75	15	\$ 977
Minor Use Permit	540	120	45	30	75	15	911
Major Use Permit	1455	180	30		90	15	1,937
Minor Sub	1275	180	30		75	15	1,719
Major Sub	1725	210	30		90	15	2,262
Certificate of Compliance	2445	150	30		75	15	2,979
MDR CDR	750	165	30		75	15	1,128
Zone Change GPA	1965	210	60		90	60	2,635
Grading	750	45	30		75	15	1,018
Variance	555	165	30		75	15	914

<sup>1</sup> FB Hourly Rates from Table 1.1

<sup>2</sup> Provided by the County.

<sup>3</sup> Derived by multiplying each position's FB Hourly Rate by the number of minutes spent on each service.



### Full Cost Recovery Fee Summary

Table 8.2 lists the current Fees and summarizes the Full Cost Recovery Fees based upon the Total Cost of providing each service as illustrated in the Time/Materials Survey summarized in Table 8.1.

**Table 8.2. Planning Department – Full Cost Recovery Fee Summary**

Service/Application	Total Cost <sup>1</sup>	Current Fee <sup>2</sup>	Full Cost Recovery <sup>3</sup>
Lot Line Adjustment	\$ 977.25	250.00 per lot	\$ 977.00
Minor Use Permit	911.25	400.00	911.00
Major Use Permit	1,937.25	1,000.00	1,937.00
Minor Sub	1,719.25	1,000.00 100 per lot	1,719.00
Major Sub	2,261.75	1,500.00 150 per lot	2,262.00
Certificate of Compliance	2,978.75	1,000.00	2,979.00
MDR CDR	1,128.00	1,000.00	1,128.00
Zone Change GPA	2,635.00	1,000.00 plus \$10 per acre	2,635.00
Grading	1,018.00	1,000.00	1,018.00
Variance	913.50	600.00	914.00

<sup>1</sup> Total Cost is equal to the Total Cost of Staff time at FB Hourly Rates from Table 7.1.

<sup>2</sup> Current Fee provided by the County.

<sup>3</sup> Full Cost Recovery is based on the Total Cost rounded to the nearest dollar.

### Comparison of Fees

Table 8.3 provides a comparison of Fees charged by neighboring or similar Jurisdictions to assist The County in setting Fees that not only recoup costs associated with the provision of the Service, but also are competitive with fees set by neighboring or similar Jurisdictions.

**Table 8.3. Planning Department – Comparison of Fees Summary**

Service/Application	County of San Benito- Planning Dept.- Maximum Allowable Fees <sup>1</sup>	County of Monterey	County of Alameda
Minor Use Permit	911.00	175.00	1,500.00 deposit
Major Use Permit	1,937.00	750.00	
Zone Change GPA	2,635.00	1,000.00 plus hourly fee	
Grading	1,018.00	69.25 minimum	
Variance	914.00		500.00

<sup>1</sup> Maximum Allowable Fees From Table 8.2.

### Summary

This study of the Planning Department Fee Schedule suggests that the Department charge all fees based on time and materials costs. It is suggested that The County set its Fees at 100% cost recovery levels.

## CHAPTER 9. PUBLIC HEALTH DEPARTMENT

---

### Description of Services

This section describes the analysis of the County of San Benito's cost of providing current Public Health Department services to existing and potential Users. The County's Public Health Department provides these services as requested by Users.

### Analysis and Recommendations

#### FB Hourly Rates

The Department staffing level for the budgeted fiscal year 2005-2006 was set at 34.45 full-time equivalent employees.

Table 9.1 below shows the FB Hourly Rates Summary for the Department position used to perform the Services included in the Fee Schedule.



Table 9.1. Public Health – FB Hourly Rate Summary

Personnel Costs <sup>1</sup>				\$	1,049,698
<u>Cost Allocations:</u>				<u>Percentage of Cost Allocation<sup>2</sup></u>	
Departmental Indirect Costs <sup>1</sup>					
Operation and Maintenance <sup>1</sup>				\$	226,870
Total Departmental Indirect Costs				\$	226,870
				21.61%	
Central Services Overhead Allocation <sup>3</sup>				\$	118,024
				11.24%	
Total Costs				\$	1,394,592

	Annual Salary & Benefits <sup>5</sup>	Dept Indirect Allocation <sup>6</sup> 21.61%	Central OH Allocation <sup>7</sup> 11.24%	Fully Burdened Direct Labor <sup>8</sup> e (a+b+c+d)	Productive Hours <sup>9</sup> f	Fully Burdened Hourly Labor Rates <sup>10</sup> g (e / f)
Position <sup>4</sup>	a	b	d	e	f	g
Office Assistant II/III	17,825	3,852	2,004	23,681	1,838	13
Community Health Nurse I/II or Public H	32,891	7,109	3,698	43,697	1,838	24
Eligibility Worker II	22,596	4,884	2,541	30,020	1,838	16
Secretary I	23,222	5,019	2,611	30,852	1,838	17
Other Department Staff						
Supervising Welfare Fraud Investigator	7,902	28,482	20,865	57,249	1,838	31
TOTALS	206,011	71,299	43,139	320,449		

<sup>1</sup> Salary totals are taken from adjusted County's 2005-06 Budget and include estimated benefits.<sup>2</sup> Percentages derived by dividing Cost Allocations totals by Personnel Costs.<sup>3</sup> Central Services Overhead allocation is taken from the County's Cost Allocation Plan.<sup>4</sup> From County's 2005-06 Employee Salary and Benefit schedule.<sup>5</sup> Annual Salary and Benefits provided by the County.<sup>6</sup> Derived by multiplying Annual Salary and Benefits by the Departmental Indirect Labor percentage.<sup>7</sup> Derived by multiplying Annual Salary and Benefits by the Central Services Overhead Allocation percentage.<sup>8</sup> Fully Burdened Direct Labor total is the sum of Annual Salary and Benefits, Departmental Indirect Costs, and Central Services Overhead Allocation.<sup>9</sup> Productive Hours is an estimated figure that is derived by the total of 2,080 work hours a year minus 242 hours for vacation, sick leave, and holidays.<sup>10</sup> Fully Burdened Hourly Rates derived by the following formula: Fully Burdened Direct Labor divided by Productive Hours.

## Time/Materials Survey

Determining the amount of time each employee spends on assisting in the provision of the Services listed on the Fee Schedule is essential to identify the total cost of providing each Service. Further, in providing these Services, a number of employees from other County departments may become involved in various aspects of the process, spending anywhere from a few minutes to several hours on the Service.

Identification of these time elements relative to a particular Service is most readily determined through the completion of a Time/Materials Survey. The “time” portion of the survey reflects the average estimated time each Department staff position spends on a given Service for the Public Health Department. And, the “materials” portion of this survey refers to the costs of materials spent by the Public Health Department and is contained within the Departmental Overhead allocation in the FB Hourly Rates. The result of multiplying the FB Hourly Rates by the time spent by each position reflects the actual costs, or “Total Costs” of time and materials of providing a Service.

A Time/Materials Survey provides Department management with an opportunity to assess the time requirements for each Service by position, and record that information onto a spreadsheet that is used to develop the following Table. Table 9.2 below summarizes the amount of time, listed in intervals as small as five minutes for each employee used in providing a specific service to the User. The table also shows the Total Cost of providing each Service in the Fee Schedule resulting from multiplying each position’s FB Hourly Rate by the time spent on the Service and summing all of those results for each Service.

**Table 9.2 Public Health Department – Time/Materials Survey**

Service/Application	Public Health Department Staff					Total Cost <sup>3</sup>
	Office Assistant II/III	Community Health Nurse I/II or Public Health Nurse I/II	Eligibility Worker II	Supervising Welfare Fraud Investigator	Secretary I	
FB Hourly Rates <sup>1</sup>	\$13	\$24	\$16	\$31	\$17	
	Staff Time Spent on Each Service in Minutes <sup>2</sup>					
TB Screening / PPD Skin Test	15	30				\$ 15.25
One Child, One Injection	15	30				15.25
One child receiving more than one injection or Flat fee per family (more than one child receiving one or more injections)						
<b>Additional</b>						
Car Seat Violator Court Diversion Program Class Fee			120			32.00
Fingerprinting				30		15.50
Burial Permits	15					3.25
Immunization Record Copy	15					3.25
Medical Marijuana Id Card Issuance <sup>4</sup>					32	40.49
<b>State Mandated Fees</b>						
California Children Services (CCS) Assessment Fee and Enrollment Fee		20				8.00
<b>I Certified Copies, Searches, and Certification of No Public Record</b>						
Birth - General Public						18.00
Birth - Government Agency						18.00
Death - Government Agency and General Public						13.00
Fetal Death - Government Agency and General Public						6.00
<b>II Permit for Disposition of Human Remains</b>						
Regular Permit						11.00
After Hours Permit						4.00
Cross-File Permit						10.00

<sup>1</sup> FB Hourly Rates from Table 9.1<sup>2</sup> Provided by the County.<sup>3</sup> Derived by multiplying each position's FB Hourly Rate by the number of minutes spent on each service.<sup>4</sup> Fee includes \$31.42 fixed costs as provided by the County.**Full Cost Recovery Fee Summary**

Table 9.3 lists the current Fees and summarizes the Full Cost Recovery Fees based upon the Total Cost of providing each service as illustrated in the Time/Materials Survey summarized in Table 9.2.



**Table 9.3. Public Health Department – Full Cost Recovery Fee Summary**

Service/Application	Total Cost <sup>1</sup>	Current Fee <sup>2</sup>	Full Cost Recovery <sup>3</sup>
TB Screening / PPD Skin Test	15.25	12.00	15.00
One Child, One Injection	15.25	17.00	15.00
One child receiving more than one injection or Flat fee per family (more than one child receiving one or more injections)		23.00	
<b>Additional</b>			
Car Seat Violator Court Diversion Program Class Fee	32.00		32.00
Fingerprinting	15.50	15.00	16.00
Burial Permits	3.25	11.00	3.00
Immunization Record Copy	3.25	1.00	3.00
Medical Marijuana Id Card Issuance <sup>4</sup>	40.49	13.00	40.00
<b>State Mandated Fees</b>			
California Children Services (CCS) Assessment Fee and Enrollment Fee	8.00		8.00
<b>I Certified Copies, Searches, and Certification of No Public Record</b>			
Birth - General Public	18.00	18.00	18.00
Birth - Government Agency	18.00	18.00	18.00
Death - Government Agency and General Public	13.00	13.00	13.00
Fetal Death - Government Agency and General Public	6.00	6.00	6.00
<b>II Permit for Disposition of Human Remains</b>			
Regular Permit	11.00	11.00	11.00
After Hours Permit	4.00	4.00	4.00
Cross-File Permit	10.00	10.00	10.00

<sup>1</sup> Total Cost is equal to the Total Cost of Staff time at FB Hourly Rates from Table 9.2.<sup>2</sup> Current Fee provided by the County.<sup>3</sup> Full Cost Recovery is based on the Total Cost rounded to the nearest dollar.

The Public Health Department also provides vaccinations to anyone requesting these services. The Public Health department accepts donations for immunizations but does not turn anyone away for their inability to pay. Table 9.4, below, shows the donation schedule for each vaccination type.

**Table 9.4. Public Health Department – Vaccination Donation Schedule**

Vaccines		
DTaP	\$ 9.00	
DT Pediatric	10.93	
Td Adult (DECAVAC)	9.00	
Td Adult	13.96	
Hepatitis A	9.00	Pediatric
	65.48	Adult
HBIG	168.12	
Hepatitis B/ Hib Combination	9.00	
Hepatitis B Lower Dose (Pediatric/Adolescent)	9.00	
Hepatitis B Higher Dose (Adult)	9.00	
Hepatitis B	38.17	
HIB	9.00	VFC
	16.82	Purchased
Influenza	9.00	
MMR	13.76	



## Comparison of Fees

Table 9.5 provides a comparison of Fees charged by neighboring or similar Jurisdictions to assist The County in setting Fees that not only recoup costs associated with the provision of the Service, but also are competitive with fees set by neighboring or similar Jurisdictions.

**Table 9.5. Public Health Department – Comparison of Fees Summary**

Service/Application	County of San Benito- Public Health- Maximum Allowable Fees <sup>1</sup>	County of Santa Cruz	County of Santa Clara
Fingerprinting	16.00		32.00 Taxi cabs 10.00 Residents 15.00 Non residents
Death Certificate Copies	13.00	12.00	12.00
Birth Certificates	18.00	17.00	17.00
Medical Marijuana Id Card Issuance	40.00	35.00	60.00

<sup>1</sup> Maximum Allowable Fees From Table 9.3.

## Summary

This study of the Public Health Department Fee Schedule suggests that the Department charge all fees based on time and materials costs. It is suggested that The County set its Fees at 100% cost recovery levels.

## CHAPTER 10. PUBLIC WORKS DEPARTMENT

---

### Description of Services

This section describes the analysis of the County of San Benito's cost of providing current Public Works Department services to existing and potential Users. The County's Public Works Department provides these services as requested by Users.

### Analysis and Recommendations

#### FB Hourly Rates

The Department staffing level for the budgeted fiscal year 2005-2006 was set at 34.45 full-time equivalent employees.

Table 10.1 below shows the FB Hourly Rates Summary for the Department position used to perform the Services included in the Fee Schedule.

Table 10.1. Public Works – FB Hourly Rate Summary

Personnel Costs <sup>1</sup>				\$	2,032,425
Cost Allocations:				Percentage of Cost Allocation <sup>2</sup>	
Departmental Indirect Costs <sup>1</sup>					
Operation and Maintenance <sup>1</sup>				\$	7,078,092
Total Departmental Indirect Costs				\$	7,078,092
Central Services Overhead Allocation <sup>3</sup>				\$	707,350
				Total Costs	\$ 9,817,867

Position <sup>4</sup>	Annual Salary & Benefits <sup>5</sup>	Dept Indirect Allocation 6 348.26%	Central OH Allocation 7 34.80%	Fully Burdened Direct Labor <sup>8</sup>	Productive Hours <sup>9</sup>	Fully Burdened Hourly Labor Rates <sup>10</sup>
	a	b	d	e (a+b+c+d)	f	g (e / f)
Assistant PW Director	93,600	325,970	32,576	452,146	1,838	246
Engineer	80,619	280,762	28,058	389,439	1,838	212
Engineer Tech	63,954	222,726	22,258	308,938	1,838	168
Engineer Tech	63,954	222,726	22,258	308,938	1,838	168
Secretary	41,164	143,358	14,327	198,849	1,562	127
TOTALS	343,292	1,195,542	119,477	1,658,310		

<sup>1</sup> Salary totals are taken from adjusted County's 2005-06 Budget and include estimated benefits.<sup>2</sup> Percentages derived by dividing Cost Allocations totals by Personnel Costs.<sup>3</sup> Central Services Overhead allocation is taken from the County's Cost Allocation Plan.<sup>4</sup> From County's 2005-06 Employee Salary and Benefit schedule.<sup>5</sup> Annual Salary and Benefits provided by the County.<sup>6</sup> Derived by multiplying Annual Salary and Benefits by the Departmental Indirect Labor percentage.<sup>7</sup> Derived by multiplying Annual Salary and Benefits by the Central Services Overhead Allocation percentage.<sup>8</sup> Fully Burdened Direct Labor total is the sum of Annual Salary and Benefits, Departmental Indirect Costs, and Central Services Overhead Allocation.<sup>9</sup> Productive Hours is an estimated figure that is derived by the total of 2,080 work hours a year minus 242 hours for vacation, sick leave, and holidays.<sup>10</sup> Fully Burdened Hourly Rates derived by the following formula: Fully Burdened Direct Labor divided by Productive Hours.



## Time/Materials Survey

Determining the amount of time each employee spends on assisting in the provision of the Services listed on the Fee Schedule is essential to identify the total cost of providing each Service. Further, in providing these Services, a number of employees from other County departments may become involved in various aspects of the process, spending anywhere from a few minutes to several hours on the Service.

Identification of these time elements relative to a particular Service is most readily determined through the completion of a Time/Materials Survey. The “time” portion of the survey reflects the average estimated time each Department staff position spends on a given Service for the Public Works Department. And, the “materials” portion of this survey refers to the costs of materials spent by the Public Works Department and is contained within the Departmental Overhead allocation in the FB Hourly Rates. The result of multiplying the FB Hourly Rates by the time spent by each position reflects the actual costs, or “Total Costs” of time and materials of providing a Service.

A Time/Materials Survey provides Department management with an opportunity to assess the time requirements for each Service by position, and record that information onto a spreadsheet that is used to develop the following Table. Table 10.2 below summarizes the amount of time, listed in intervals as small as five minutes for each employee used in providing a specific service to the User. The table also shows the Total Cost of providing each Service in the Fee Schedule resulting from multiplying each position’s FB Hourly Rate by the time spent on the Service and summing all of those results for each Service.



**Table 10.2 Public Works Department – Time/Materials Survey**

	Public Works Department Staff					
	Assistant PW Director	Engineer	Engineer Tech	Engineer Tech	Secretary	
FB Hourly Rates <sup>1</sup>	\$246	\$212	\$168	\$168	\$127	
Service/Application	Staff Time Spent on Each Service in Minutes <sup>2</sup>					Total Cost <sup>3</sup>
<b>Blue Prints</b>						
(18x26)			3			8
(18x26 to 24x36)			3			8
Requested Letter	8	7				58
<b>Photocopies</b>						
First sheet			2			6
each additional					11	23
Record of Survey	200				10	841
Ammended Map or	100				10	431
Certificate of Correction	60	60			10	479
Final Sub. Map Review	100	100			30	827
(Major & Minor)	100	50			10	608
Improvement Plan Checks						Valuation
(REGULAR) Encroachment Permit			75			210
Issuance & Inspection						Valuation
Development Inspection						Valuation
<b>Transportation Permits</b>						
(Annual)			90			252
(Single)			15			42

<sup>1</sup> FB Hourly Rates from Table 10.1<sup>2</sup> Provided by the County.<sup>3</sup> Derived by multiplying each position's FB Hourly Rate by the number of minutes spent on each service.

### Full Cost Recovery Fee Summary

Table 10.3 lists the current Fees and summarizes the Full Cost Recovery Fees based upon the Total Cost of providing each service as illustrated in the Time/Materials Survey summarized in Table 10.2.

**Table 10.3. Public Works Department – Full Cost Recovery Fee Summary**

Service/Application	Total Cost <sup>1</sup>	Current Fee <sup>2</sup>	Full Cost Recovery <sup>3</sup>
Blue Prints (18x26)	\$ 8.40	2.00 per sheet	\$ 8.00
(18x26 to 24x36)	8.40	3.00 per sheet	8.00
Requested Letter	57.53	20.00	58.00
Photocopies		1.00	
First sheet	5.60	0.75	6.00
each additional	23.28	0.35	23.00
Record of Survey	841.17	100.00	841.00
Ammended Map or	431.17	210.00	431.00
Certificate of Correction	479.17	420.00	479.00
Final Sub. Map Review	826.83		827.00
(Major & Minor)	607.83	70.00 per lot	608.00
Improvement Plan Checks	Valuation		Valuation
(REGULAR) Encroachment Permit	210.00	valuation	210.00
Issuance & Inspection	Valuation	valuation	Valuation
Development Inspection	Valuation	valuation	Valuation
Transportation Permits			
(Annual)	252.00	90.00	252.00
(Single)	42.00	16.00	42.00

<sup>1</sup> Total Cost is equal to the Total Cost of Staff time at FB Hourly Rates from Table 10.2.<sup>2</sup> Current Fee provided by the County.<sup>3</sup> Full Cost Recovery is based on the Total Cost rounded to the nearest dollar.

## Comparison of Fees

Table 10.4 provides a comparison of Fees charged by neighboring or similar Jurisdictions to assist The County in setting Fees that not only recoup costs associated with the provision of the Service, but also are competitive with fees set by neighboring or similar Jurisdictions.

**Table 10.4. Public Works Department – Comparison of Fees Summary**

	County of San Benito- Fire Dept.- Maximum Allowable Fees <sup>1</sup>	County of Monterey	County of Alameda
<b>Service/Application</b>			
Blue Prints (18x26)	8.00	1.00 per sq. ft.	10.00
(18x26 to 24x36)	8.00	1.00 per sq. ft.	10.00
Requested Letter	58.00		
Photocopies			
First sheet	6.00	0.10 per page	
each additional	23.00	0.10 per page	
Record of Survey	841.00		54.00 per hour
Ammended Map	431.00		
Certificate of Correction	479.00		
Final Sub. Map Review	827.00		
(Major & Minor)	608.00		
Improvement Plan Checks	Valuation		
(REGULAR) Encroachment Permit	210.00		
Issuance & Inspection	Valuation		
Development Inspection	Valuation		
Transportation Permits			54.00 per hour
(Annual)	252.00		
(Single)	42.00		

<sup>1</sup> Maximum Allowable Fees From Table 10.3

## Summary

This study of the Public Works Department Fee Schedule suggests that the Department charge all fees based on time and materials costs. It is suggested that The County set its Fees at 100% cost recovery levels.



## **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:** 3/28/2017

**DEPARTMENT:** COUNTY ADMINISTRATION OFFICE

**DEPT HEAD/DIRECTOR:** Ray Espinosa

**AGENDA ITEM PREPARER:** Chase Graves

**SBC DEPT FILE NUMBER:** 119

**SUBJECT:**

**COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

Approve the Countywide Common record retention schedule and the record retention schedules for the following department: Ag Commissioner; Assessor; Behavioral Health; Child Support; Information Technology; Grand Jury; Sheriff; Health and Human Services Agency.  
SBC FILE NUMBER: 119.

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

San Benito County enlisted the services of a consultant, Diane Gladwell, to assist in creating a county-wide records retention schedule. The final retention schedules for each of the departments were created with the input of each of the respective department heads.

Having a comprehensive records retention schedule will assist all County departments in becoming more efficient and will also help to alleviate the problems that many County departments are experiencing as a result of a lack of storage space.



Please note that not all departments have been included in this agenda item due to the need for County Counsel to finish reviewing the remaining departments. The remaining departments will be presented at the April 11, 2017 Board meeting.

Emails may continue to be stored electronically on the County's existing email server until an email retention policy is developed in the future.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Approve the records retention schedules for the County of San Benito, and specific San Benito County Departments.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description	Upload Date	Type
How to use Retention Schedules	3/17/2017	Cover Memo
revised legend	3/24/2017	Cover Memo
Countywide Common revised 940 friday	3/24/2017	Cover Memo
Ag Commisioner final	3/24/2017	Cover Memo
Assessor	3/17/2017	Cover Memo
Behavioral Health	3/17/2017	Cover Memo
Child support	3/24/2017	Cover Memo
Health and Human Services	3/17/2017	Cover Memo
Grand Jury	3/17/2017	Cover Memo
Information Technology	3/17/2017	Cover Memo
Sheriff from 952 am final	3/24/2017	Cover Memo

# HOW TO USE RETENTION SCHEDULES

©1995-2016 Gladwell Governmental Services, Inc. (909) 337-3516 - all rights reserved  
Do not duplicate or distribute without prior written permission

A legend explaining the information presented in the retention schedule has been printed on the back of each page for your easy reference; an index to locate records is also provided.

The specified retention period applies regardless of the media of the record: If a record is stored on paper and a computer file on a hard drive, both records should be destroyed (or erased) after the specified period of time has elapsed.

Copies or duplicates of records should never be retained longer than the prescribed period for the original record.

## **STRUCTURE: COUNTYWIDE, DEPARTMENTS & DIVISIONS**

The County-wide retention schedule includes those records all departments have in common (letters, memorandums, purchase orders, etc.). These records are NOT repeated in the Department retention schedule, unless that department is the Office of Record, and therefore responsible for maintaining the original record for the prescribed length of time.

Each department has a separate retention schedule that describes the records that are unique to their department, or for which they are the Office of Record. Where appropriate, the department retention schedules are organized by Division within that Department. If a record is not listed in your department retention schedule, refer to the County-wide retention schedule. An index will be provided for your reference.

## **BENEFITS**

This retention schedule has been developed by Diane R. Gladwell, MMC, an expert in Municipal Government records, and will provide the County with the following benefits:

- Reduce administrative expenses, expedite procedures
- Free filing cabinet and office space
- Reduce the cost of records storage
- Eliminate duplication of effort within the County
- Find records faster
- Easier purging of file folders
- Determine what media should be used to store records

For questions, please contact the Clerk of the Board.

## **Authorization to Destroy Records:**

All original records that have exceeded their retention period must be authorized for destruction according to County Policies & Procedures prior to destroying them.

Copies, drafts, notes and non-records do NOT require authorization, and can be destroyed "When No Longer Required."

- If there is a **minimum** retention (" **Minimum 2 years**"), it must be authorized for destruction before it is destroyed, as it is an original record.
- If there is **NOT** a minimum retention ("When No Longer Required"), it does NOT need to be authorized prior to destruction, as it is a preliminary draft / transitory record or a copy.
- On every page of the schedules (near the top, just under the column headings) are important instructions, including instructions regarding holds on destroying records. **"Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion)."**

## RECORDS RETENTION SCHEDULE LEGEND

©1995 – 2017 Gladwell Governmental Services, Inc. (909) 337-3516 - all rights reserved  
Do not duplicate or distribute without prior written permission

**OFR (Office of Record):** The department that keeps the original or “record copy.” Usually it is the department that originates the record, unless the item is for a County Board meeting (then it is the Clerk of the Board.)

**Records Description:** The record series (a group of like records).

**Transitory Records** not retained in the ordinary course of business: Preliminary drafts, notes, or interagency or intra-agency memoranda and records having only transitory value. Examples: Telephone messages, meeting room reservation schedules, logs, source records entered into a computer system that qualifies as a “trusted system”, etc.

**Non-Record:** Documents, studies, books and pamphlets produced by outside agencies, preliminary drafts not retained in the ordinary course of business.

**Retention/Disposition:**  
**Active:** How long the file remains in the immediate office area (*guideline*)  
**Inactive:** How long the file is in off-site storage, stored on Unalterable Media / Optical Disk or Microforms (*guideline*)  
**Total Retention:** The total number of years the record will be retained

For file folders containing documents with different retention timeframes, use the document with the longest retention time.

**P = Permanent**

**Indefinite** = No fixed or specified retention period; used for databases, because the data fields are interrelated.

**Vital?** = Those records that are needed for basic operations in the event of a disaster.

**Media Options** (*guideline*) – the form of the record:  
Mag = Computer Magnetic Media (hard drives, tapes, USB Drives, thumb drives, etc.)  
Mfr = Microforms (aperture cards, microfilm, microfiche, or jackets)  
Ppr = Paper  
OD = Optical Disk, CD-r, DVD-r, WORM, or other media which does not allow changes

**Scan / Import** (*guideline*):  
“S” indicates the record should be scanned into the document imaging system;  
“I” indicates the record should be electronically imported into the document imaging system;  
“M” indicates the record should be microfilmed

**Destroy Paper after Imaged & QC’d** (*guideline, if record is imaged*): QC’d=Quality Checked. “Yes” indicates the paper version may be destroyed if the document has been imaged (microfilmed, scanned or imported) in accordance with the Trustworthy Electronic Records / ECMS / Document Imaging Policy and stored on Unalterable Media (Optical Disk – CD-R, WORM or DVD-R), and both the images and indexing Quality Checked (“QC’d”).

### Legend for legal citations (§: Section)

CC: Civil Code (CA)  
CFC: California Fire Code  
EVC: Evidence Code (CA)  
FTB: Franchise Tax Board (CA)  
HUD: Housing & Urban Develop. (US)  
PC: Penal Code (CA)  
USC: United States Code (US)  
WC: Water Code

B&P: Business & Professions Code (CA)  
CCP: Code of Civil Procedure (CA)  
CFR: Code of Federal Regulations (US)  
FA: Food & Agriculture Code (CA)  
GC: Government Code (CA)  
LC: Labor Code (CA)  
R&T: Revenue & Taxation Code (CA)  
VC: Vehicle Code (CA)

CBC: California Building Code  
CCR: California Code of Regulations (CA)  
EC: Elections Code (CA)  
FC: Family Code (CA)  
H&S: Health & Safety Code (CA)  
Ops. Cal. Atty. Gen.: Attorney General Opinions (CA)  
UFC: Uniform Fire Code  
W&I: Welfare & Institutions Code (CA)

## Retention Schedule: COUNTYWIDE / COMMON RECORDS

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chive s	Image: S=Scan M=Micro-forms I=Import	Destroy Paper after Imaged & QC'd	
Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Human Resources / Risk Manage.	CW-001	ACCIDENT AND INJURY REPORTS - EMPLOYEES	Copies - When No Longer Needed		Copies - When No Longer Needed	Yes: Before Resolution	Mag, Mfr, OD, Ppr				Personnel maintains workers compensation; GC §26201
Lead Dept.	CW-002	ACCOUNTS PAYABLE / <b>INVOICES</b> / CLAIMS FOR PAYMENT (after they are scanned and submitted to Auditor)	5 years			5 years		Mag, Ppr			
Lead Dept.	CW-002	ACCOUNTS RECEIVABLE / DEPOSITS / CASH RECEIPTS (after they are scanned and submitted to Auditor)	5 years		5 years		Mag, Ppr				Paper must be retained for 5 years; Meets auditing standards (audit + 4 years); GC §§26202, 24356
Clerk of the Board	CW-003	ADMINISTRATIVE RULES & REGULATIONS	When Superseded		When Superseded		Mag, Mfr, OD, Ppr				CAO maintains originals; GC §26201
Lead Dept.	CW-004	ADVISORY BOARDS & COMMISSIONS - APPLICATIONS: <b>ALL</b> (Appointed and Not Appointed)	2 years		2 years		Ppr				GC §26202 et seq.
	CW-005	AGENDAS: See Commission, Committees, and Boards									
Clerk of the Board	CW-006	AGREEMENTS & CONTRACTS	Send all Originals to Clerk of the Board		Send all Originals to Clerk of the Board	Yes: Before Completion	Mag, Mfr, OD, Ppr		S / M / I	Yes: Upon Completion	Department maintains copies, GC §26201



## Retention Schedule: COUNTYWIDE / COMMON RECORDS

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Archives	Image: S=Scan M=Microforms I=Import	Destroy Paper after Imaged & QC'd	
Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Lead Dept.	CW-007	AGREEMENTS & CONTRACTS: <b>ADMINISTRATIVE RECORDS</b> (Correspondence, certified payrolls, insurance certificates, payments, project schedules, etc.)	Completion + 10 years		Completion + 10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr		S / M / I	Yes: Upon Completion	Covers E&O Statute of Limitations (insurance certificates are filed with agreement); Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §337 et. seq., GC §26202, Contractor has retention in 48 CFR 4.703
Lead Dept.	CW-008	AGREEMENTS & CONTRACTS: <b>ADMINISTRATIVE RECORDS - WITH grant funding</b> (Correspondence, Project Administration, Project Schedules, Certified Payrolls, Invoices, Logs, etc.)	Completion	10 years or After Funding Agency Audit, if required, whichever is longer	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Before Completion	Mag, Mfr, OD, Ppr		S / M / I	Yes: Upon Completion	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §337 et. seq., GC §26202

## Retention Schedule: COUNTYWIDE / COMMON RECORDS

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chive s	Image: S=Scan M=Micro-forms I=Import	Destroy Paper after Imaged & QC'd	
Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Lead Dept.	CW-009	AGREEMENTS & CONTRACTS: <b>UNSUCCESSFUL BIDS, UNSUCCESSFUL PROPOSALS or RESPONSES to RFPs</b> (Request for Proposals) <b>and/or RFQs</b> (Request for Qualifications) that don't result in a contract	2 years		2 years		Mag, Ppr				The RFP / RFQ and the successful proposal becomes part of the agreement or contract; GC §20602
Clerk of the Board	CW-010	AGREEMENTS, CONTRACTS, LEASES, MOUs, JPAs, etc.  (Approved by the Board of Supervisors)	Copies - When No Longer Needed			Copies - When No Longer Needed	Yes: Before Completion	Mag, Mfr, OD, Ppr		S / M	Yes: Upon Completion
Clerk of the Board	CW-011	AUDITS (Financial): Annual County	Copies - When No Longer Needed		Copies - When No Longer Needed		Mag, Mfr, OD, Ppr				County Clerk maintains originals; GC §26201
Staffing Depart.	CW-012	BOARD OF SUPERVISORS AD-HOC SUBCOMMITTEES composed solely of less than a quorum of the BOS: (All records, including minutes and agendas)	2 years		2 years		Mag, Ppr				All recommendations are given to full Board for action; Brown Act challenges must be filed within 30 or 90 days of action; GC §§26202 54960.1(c)(1)
	CW-013	BROCHURES: See Regulations / Reference Manuals									
Lead Dept. / CAO	CW-014	BUDGET (COUNTY) - Drafts, Work Papers, etc.	When No Longer Needed		When No Longer Needed		Mag, Ppr				Do NOT send to Interim Storage; County Preference; GC §26201, 53901

## Retention Schedule: COUNTYWIDE / COMMON RECORDS

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chive s	Image: S=Scan M=Micro-forms I=Import	Destroy Paper after Imaged & QC'd	
Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
County Clerk	CW-015	BUDGET (COUNTY) - Final / Adopted	Copies - When No Longer Needed		Copies - When No Longer Needed	Yes: Current Budget	Mag, Mfr, OD, Ppr	Yes	S / M / I	Yes: After 10 years	Do NOT send to Interim Storage; County Clerk maintains originals; Final must be filed with County Auditor; GC §26201, 53901
Clerk of the Board	CW-016	CLAIMS	Copies - When No Longer Needed			Copies - When No Longer Needed		Mag, Ppr			
	CW-018	COMMISSIONS, COMMITTEES & BOARDS: External Organizations	When No Longer Needed		When No Longer Needed		Mag, Ppr				Non-records
Lead Dept.	CW-019	COMMISSIONS, COMMITTEES: Employees / Internal Committees	2 years		2 years		Mag, Ppr				These are for employee / departmental meetings only; GC §26202
Lead Dept.	CW-020	COMMISSIONS, COMMITTEES & BOARDS: <b>AUDIO RECORDINGS / TAPES</b> of meetings	1 year		1 year		Tape (Mag)				County preference; State law allows tapes to be destroyed after 30 days; GC §54953.5(b)
Staffing Dept.	CW-021	COMMISSIONS, COMMITTEES & BOARDS: Citizens Advisory Formed by the Board of Supervisors e.g. Planning Commission ( <b>AGENDAS, MEETING NOTICES, AFFIDAVIT OF PUBLICATION, PROOF OF PUBLICATION, LEGAL PUBLICATIONS, CERTIFICATE OF POSTING, CORRESPONDENCE, etc.)</b>	2 years		2 years		Mag, Ppr				Brown Act challenges must be filed within 30 or 90 days of action; County Clerk maintains original minutes; GC §§26202, 54960.1(c)(1)

## Retention Schedule: COUNTYWIDE / COMMON RECORDS

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chive s	Image: S=Scan M=Micro-forms I=Import	Destroy Paper after Imaged & QC'd	
Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
	CW-022	CONTRACTS: See Agreements			Copies - When No Longer Needed						
	CW-023	COPIES or duplicates of any record	Copies - When No Longer Needed				Ppr				GC §26201
Dept. that Authors Document or Receives the County's Original Document	CW-024	CORRESPONDENCE - ROUTINE / GENERAL  (e .g. Administrative, Chronological, General Files, Letters, Memoranda, Miscellaneous Reports, Press Releases, Public Records Act Requests, Reading Files, Working Files, etc.)	2 years				Mag, Ppr	Yes (if appropriate)			GC §26202



## Retention Schedule: COUNTYWIDE / COMMON RECORDS

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chive s	Image: S=Scan M=Micro-forms I=Import	Destroy Paper after Imaged & QC'd	
Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Dept. that Authors Document or Receives the County's Original Document	CW-025	Correspondence - <b>TRANSITORY / PRELIMINARY DRAFTS</b> , Interagency and Intraagency Memoranda not retained in the ordinary course of business  (e.g. calendars, checklists, e-mail or social media posting <b>NOT made or retained for the purpose of preserving the informational content for future reference</b> invitations, instant messaging, logs, mailing lists, meeting room registrations, supply inventories, telephone messages, transmittal letters, thank yous, requests from other cities, undeliverable envelopes, visitors logs, voice mails, webpages, text messages, etc.)	When No Longer Needed		When No Longer Needed		Mag, Ppr				Electronic and paper records are filed and retained based upon their content. E-mails, electronic records, or social media postings that <b>ARE made or retained for the purpose of preserving the informational content for future reference</b> are saved by printing them out and placing them in a file folder, or saving them electronically. If not mentioned here, consult the Attorney to determine if a record is considered transitory / preliminary draft. GC §§26202, 6252, 6254(a); 64 Ops. Cal. Atty. Gen. 317 (1981))
Clerk of the Board	CW-026	COUNTY CODE	Copies - When Superseded		Copies - When Superseded		Mag, Mfr, OD, Ppr				Originals maintained by the Clerk of the BOS permanently; GC §26201
	CW-027	DRAFTS & NOTES: Drafts that are revised (retain the final version), notes, etc. See comments.	Copies - When No Longer Needed		Copies - When No Longer Needed		Mag, Ppr				As long as the drafts and notes are not retained in the "Regular Course of Business." Refer to County Counsel to determine if a record is considered a draft. GC §§ 26201, 6252; 6254(a)

## Retention Schedule: COUNTYWIDE / COMMON RECORDS

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Archive s	Image: S=Scan M=Micro-forms I=Import	Destroy Paper after Imaged & QC'd	
Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Human Resources	CW-028	EMPLOYEE ADMINISTRATION FILES: -Classification requests, salary changes, etc.	Copies - When No Longer Needed		Copies - When No Longer Needed Copies - When No Longer Needed		Mag, Ppr				Auditor or Personnel is OFR; GC §26201
Auditor / Accounting	CW-029	FINANCIAL REPORTS (See Audits)	Copies - When No Longer Needed				Mag, OD		I	Yes: When Inactive	Auditor is OFR; GC §26201
Lead Dept.	CW-030	GRANTS / ALLOCATIONS & GRANTS - <b>SUCCESSFUL</b> : Applications, Reports, and Financial Information  Includes CDBG	2 years	After Funding Agency Audit, if Required - Minimum 5 years	After Funding Agency Audit, if required - Minimum 5 years	Yes	Mag, Mfr, OD, Ppr		S / M / I	No	Department Preference; Meets auditing standards; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; Grants covered by a Consolidated Action Plan are required for 5 years; ; 2 CFR 200.33; 7 CFR 3016.42; 21 CFR 1403.36 & 1403.42(b); 24 CFR 85.42, 91.105(h), 92.505, 570.490, & 570.502(a&b), 28 CFR 66.42; 29 CFR 97.42; 40 CFR 31.42; 44 CFR 13.42; 45 CFR 92.42; OMB Circular A-110 & A-133; GC §26202
Lead Dept.	CW-031	GRANTS - <b>UNSUCCESSFUL</b> : All records	2 years			2 years		Mag, Ppr			

## Retention Schedule: COUNTYWIDE / COMMON RECORDS

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference	
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chive s	Image: S=Scan M=Micro-forms I=Import	Destroy Paper after Imaged & QC'd		
Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.												
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.												
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).												
Lead Dept.	CW-032	INDEXES TO RECORDS	Follows Retention for Applicable Records		Follows Retention for Applicable Records	Yes	Mag, Mfr, OD, Ppr	Yes	S / M / I	No	Most Indexes are Permanent; GC §26202	
Auditor / Accounting	CW-033	INVENTORIES	Copies - When No Longer Needed			Copies - When No Longer Needed		Mag, Mfr, OD, Ppr		S / M / I		All departments are required to file inventories with the Auditor, which must be retained for 5 years; GC §§24051, 26202
Auditor / Accounting	CW-034	JOURNAL VOUCHERS	Copies - When No Longer Needed			Copies - When No Longer Needed		Mag, Ppr				Auditor maintains originals; Financial records are audited annually; GC §26201
County Counsel	CW-035	LAWSUITS / LITIGATION	Copies - When No Longer Needed			Copies - When No Longer Needed	Yes: Until Final Disposition	Mag, Ppr				County Counsel keeps for 10 years; GC §§26201
Clerk of the Board	CW-036	MINUTES: See Commissions, Committees and Boards	Copies - When No Longer Needed			Copies - When No Longer Needed		Mag, Mfr, OD, Ppr		S / M / I	Yes	Original minutes are maintained by the County Clerk / Clerk of the Board; GC §26201
Recorder	CW-037	NOTICES OF COMPLETION	P			P		Mag, Mfr, OD, Ppr		S / M / I	Yes	Part of official records; GC §26202
County Counsel	CW-038	OPINIONS, COUNTY COUNSEL	Copies - When No Longer Needed			Copies - When No Longer Needed		Mag, Mfr, OD, Ppr				Originals are maintained by County Counsel; GC §26201
Clerk of the Board	CW-039	ORDINANCES	Copies - When No Longer Needed			Copies - When No Longer Needed	Yes	Mag, Mfr, OD, Ppr		S / M / I	No	Originals maintained by the Clerk of the BOS permanently; GC §26201

## Retention Schedule: COUNTYWIDE / COMMON RECORDS

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Archives	Image: S=Scan M=Micro-forms I=Import	Destroy Paper after Imaged & QC'd	
Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
CAO / Safety	CW-040	OSHA INSPECTIONS & CITATIONS, SAFETY INSPECTIONS, Log 200 and Log 300	Copies - When No Longer Needed		Copies - When No Longer Needed		Ppr				Forward originals to CAO / Safety; Calif. Labor Division is required to keep their records 7 years; OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), 8 CCR 14300.33, 14300.44; GC §26202.7; LC §6429c
Human Resources	CW-041	PERSONNEL FILES - DEPARTMENT-LEVEL COPIES / WORKING FILES  Includes Contract Employees	Separation + 3 years			Before Separation	Mag, Ppr				Ensure records kept in Department files comply with County policy (all originals are sent to Personnel, only the Supervisor's file is maintained in departments); GC §26202.7
Human Resources	CW-042	PERSONNEL FILES - SUPERVISORS FILE OF NOTES - Incorporated into Annual Performance Evaluations	1 year			Before Annual Performance Evaluation	Mag, Ppr				Confidential preliminary drafts and notes maintained in a separate folder to be incorporated into performance evaluation, or to document progressive discipline, if required; GC §26202 et seq.



## Retention Schedule: COUNTYWIDE / COMMON RECORDS

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Archive s	Image: S=Scan M=Micro-forms I=Import	Destroy Paper after Imaged & QC'd	
Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Auditor / Accounting	CW-043	PETTY CASH RECORDS	2 years		2 years		Mag, Ppr				Originating department maintains receipt with all backup information for 2 years to maintain an audit trail; Auditor is required to maintain for 5 years; Consistent with Accounts Receivable; Published articles show 3 - 6 years; GC §§26202, 24356
	CW-044	POLICIES & PROCEDURES - See Regulations / Reference Manuals									
Lead Dept.	CW-045	PRESS RELEASES	2 years			2 years		Mag, Ppr			
Staffing Depart.	CW-046	PROOF OF PUBLICATION	P		P		Mag, Ppr				County Counsel preference; Brown Act challenges must be filed within 30 or 90 days of action; GC §§26202 54960.1(c)(1)
Lead Dept.	CW-047	REGULATIONS / REFERENCE MATERIALS: <b>Policies</b> produced by <b>YOUR Department</b>	Superseded + 2 years		Superseded + 2 years	Yes: Until Superseded	Mag, Mfr, OD, Ppr	Yes	S / M / I	Yes: When Superseded	County preference; GC §26202
Lead Dept.	CW-048	REGULATIONS / REFERENCE MATERIALS: Brochures, Manuals, Newsletters, Plans, Policies, Procedures, Reports and/or Standards: Produced by <b>OTHER Departments</b>	When Superseded			When Superseded		Mag, Mfr, OD, Ppr			

## Retention Schedule: COUNTYWIDE / COMMON RECORDS

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chive s	Image: S=Scan M=Micro-forms I=Import	Destroy Paper after Imaged & QC'd	
Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
	CW-049	REGULATIONS / REFERENCE MATERIALS: Brochures, Manuals, Newsletters, Plans, Policies, Procedures, Reports and/or Standards: produced by <b>OUTSIDE ORGANIZATIONS</b> (Chamber of Commerce, etc.)	Non-Records - When No Longer Needed		Non-Records When No Longer Needed		Ppr				Non-Records
Lead Dept.	CW-050	REGULATIONS / REFERENCE MATERIALS: Brochures, Manuals, Newsletters, Procedures, Reports and/or Standards: produced by <b>YOUR Department</b>	Minimum of 2 years; When Superseded			Minimum of 2 years; When Superseded	Yes: Until Superseded	Mag, Mfr, OD, Ppr		S / M / I	Yes: When Superseded
Lead Dept.	CW-051	REPORTS & STUDIES (Historical)	10 years	P	P		Mag, Mfr, OD, Ppr	Yes	S / M / I	Yes: After 2 years	Department preference; GC §26202
Lead Dept.	CW-052	REPORTS & STUDIES (other than Historical)	10 years			10 years		Mag, Mfr, OD, Ppr		S / M / I	Yes: After 2 years
Clerk of the Board	CW-053	RESOLUTIONS - Board of Supervisors	Copies - When No Longer Needed		Copies - When No Longer Needed	Yes	Mag, Mfr, OD, Ppr		S / M / I	No	Originals maintained by the Clerk of the BOS permanently; GC §26201
Planning	CW-054	RESOLUTIONS - Planning Commission	Copies - When No Longer Needed		Copies - When No Longer Needed	Yes	Mag, Mfr, OD, Ppr		S / M / I	No	Originals maintained by Planning permanently; GC §26201

## Retention Schedule: COUNTYWIDE / COMMON RECORDS

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chive s	Image: S=Scan M=Micro-forms I=Import	Destroy Paper after Imaged & QC'd	
Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Lead Dept.	CW-055	RFPs, RFQs, PROPOSALS and BIDS: <b>UNSUCCESSFUL</b> - INFRASTRUCTURE	Bid Opening + 5 years		Bid Opening + 5 years		Ppr				Unaccepted infrastructure bids are required for 5 years; County records are a minimum of 2 years; Special Districts are required to keep public works unaccepted bids for 2 years; GC §§26202, 26202.1
Lead Dept.	CW-056	RFPs, RFQs, PROPOSALS and BIDS: <b>UNSUCCESSFUL</b> - NON-INFRASTRUCTURE	Bid Opening + 2 years				Ppr				County records are a minimum of 2 years; Special Districts are required to keep public works unaccepted bids for 2 years; GC §§26202, 26202.1
Lead Dept.	CW-057	SPECIAL EVENTS (Parade permits, etc.)	2 years			2 years		Mag, Ppr			Statute of Limitations any "...liability founded upon an instrument in writing" or not specifically provided for is 4 years; GC §26202 CCP §§337, 343
Lead Dept.	CW-058	SURVEYS / QUESTIONNAIRES: Summaries  If a summary of the data is compiled, the survey forms are considered a draft or transitory record, and can be destroyed as drafts (When No Longer Required)	2 years			2 years		Mag, Ppr			Source documents are considered Transitory records and can be destroyed when no longer required; GC §26202
	CW-059	TAPES: See Commissions, Committees & Boards									

**Retention Schedule: COUNTYWIDE / COMMON RECORDS**

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chive s	Image: S=Scan M=Micro-forms I=Import	Destroy Paper after Imaged & QC'd	
Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Lead Dept.	CW-060	TIME SHEETS / TIME CARDS (after they are scanned and submitted to Auditor)	5 years		5 years	Yes: Until Paid	Mag, Ppr				Paper must be retained for 5 years; Meets auditing standards (audit + 4 years); IRS requires 4 years; other State and Federal regulations require 2 years; FTB keeps 3 years; 8 CCR §11040.7(c); 29 CFR 516.6(a)(1); IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d); GC §26202
Lead Dept.	CW-061	VEHICLE MAINTENANCE FILES / EQUIPMENT MAINTENANCE FILES (All records, including accident reports)	Life of Vehicle or Equipment + 2 years			Life of Vehicle or Equipment + 2 years	Yes	Mag, Mfr, OD, Ppr		S / M	Yes: After 1 year



## Retention Schedule: COUNTYWIDE / COMMON RECORDS

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chive s	Image: S=Scan M=Micro-forms I=Import	Destroy Paper after Imaged & QC'd	
Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Lead Dept.	CW-062	VOLUNTEER REQUEST FORMS / Unpaid Intern Applications & Agreements - <b>Unsuccessful</b> Applicants	3 years		3 years		Ppr				Consistent with employee personnel files (Courts treat volunteers as employees); EEOC/FLSA/ADEA (Age Discrimination) requires 3 years for promotion, demotion, transfer, selection, or discharge; 29 CFR 1602.31 & 1627.3(b)(1)(i)&(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, 26202
Lead Dept.	CW-063	VOLUNTEER REQUEST FORMS / Unpaid Intern Applications & Agreements (includes emergency contact information) - <b>Successful</b> Applicants / Acknowledgement of Policies, etc.	Inactive / Separation + 3 years		Inactive / Separation + 3 years		Mag, Mfr, OD, Ppr		S / M	Yes: 1 year	Courts treat volunteers as employees; EEOC/FLSA/ADEA (Age Discrimination) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1)(i)&(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, 26202; 29 USC 1113

## Retention Schedule: COUNTYWIDE / COMMON RECORDS

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Archives	Image: S=Scan M=Micro-forms I=Import	Destroy Paper after Imaged & QC'd	
Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Lead Dept.	CW-064	TRAINING RECORDS: <b>COURSE RECORDS</b> Attendance Rosters, Department Project Files, Outlines and Material Handouts, Videos  Includes Ethics and Safety Training & Tailgate Training Meetings	2 years	3 years	5 years		Mag, Ppr				Department preference; Ethics Training is 5 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1602.31; LC §6429(c); GC §§12946, 26202, 53235.2(b)

## Retention Schedule: AGRICULTURE COMMISSIONER

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Ar-chives	Media Options	Image: S=Scan M=Micro forms I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Lead Dept.	AG-001	ADMINISTRATION - Accounts Payable, Accounts Receivable	5 years		5 years		Mag, Ppr				Paper must be retained for 5 years; Meets auditing standards (audit + 4 years); GC §§26202, 24356
Agriculture Comm.	AG-002	ADMINISTRATION - AG DAILY WORKSHEETS	5 years		5 years			Mag, Ppr			Department Preference; GC §26202
Clerk of the Board	AG-003	ADMINISTRATION - Agenda Items	Copies - When No Longer Required		Copies - When No Longer Required			Mag, Ppr			GC §26201
Lead Dept.	AG-004	ADMINISTRATION - AGREEMENTS & CONTRACTS: <b>ADMINISTRATIVE RECORDS</b> (Correspondence, Project Administration, Project Schedules, Certified Payrolls, Invoices, Logs, etc.)	Completion + 5 years		Completion + 5 years	Yes: Before Completion	Mag, Mfr, OD, Ppr		S / M / I	Yes: Upon Completion	Department preference; Statute of Limitations: Contracts & Spec's=4 years, CCP §337 et. seq., GC §26202
Agriculture Comm.	AG-005	ADMINISTRATION - WORKPLANS	5 years		5 years			Mag, Ppr			Department Preference; GC §26202
Agriculture Comm.	AG-006	COMPLAINTS - ALL PROGRAMS	5 years		5 years			Mag, Ppr			Department Preference; GC §26202
Agriculture Comm.	AG-007	CROP STATISTICS - CROP REPORT	5 years	P	P			Mag, Ppr			Department Preference; GC §26202
Agriculture Comm.	AG-008	CROP STATISTICS - SURVEY	1 year		1 year			Mag, Ppr			Department Preference (Preliminary Draft); GC §26202
Agriculture Comm.	AG-009	HEARINGS - ALL PROGRAMS	5 years		5 years			Mag, Ppr			Department Preference; GC §26202

## Retention Schedule: AGRICULTURE COMMISSIONER

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Ar-chives	Media Options	Image: S=Scan M=Micro forms I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Agriculture Comm.	AG-010	INSPECTIONS - ALL PROGRAMS	5 years		5 years			Mag, Ppr			Department Preference; GC §26202
Agriculture Comm.	AG-011	INVESTIGATIONS: ALL PROGRAMS (unlicensed applicators, pesticide illnesses, etc.)	5 years			5 years			Mag, Ppr		
Agriculture Comm.	AG-012	MOSQUITO ABATEMENT TRAPPING	Indefinite		Indefinite				Mag, Ppr		
Agriculture Comm.	AG-013	NOPAS - ALL PROGRAMS	5 years			5 years			Mag, Ppr		
Agriculture Comm.	AG-014	NURSERY INSPECTIONS - SOD, GWSS, LBAM	5 years		5 years				Mag, Ppr		
Agriculture Comm.	AG-015	OFFICE SAFETY MEETINGS	5 years			5 years			Mag, Ppr		
Agriculture Comm.	AG-016	OFFICE STAFF MEETINGS	2 years		2 years				Mag, Ppr		
Agriculture Comm.	AG-017	PEST DETECTION / TRAPPING	5 years			5 years			Mag, Ppr		
Agriculture Comm.	AG-018	PEST EXCLUSION - BRANCHED BROOMRAPE, CQC, PHYTOSANITARY CERTIFICATES, SOD	5 years		5 years				Mag, Ppr		
Agriculture Comm.	AG-019	PEST EXCLUSION - PQ WALKS	5 years			5 years			Mag, Ppr		
Agriculture Comm.	AG-020	PESTICIDES - CE CLASSES	5 years		5 years				Mag, Ppr		



## Retention Schedule: AGRICULTURE COMMISSIONER

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Ar-chives	Media Options	Image: S=Scan M=Micro forms I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Agriculture Comm.	AG-021	PESTICIDES - INSPECTIONS	Close of Business + 3 years		Close of Business + 3 years			Mag, Ppr			Department Preference; GC §26202
Agriculture Comm.	AG-022	PESTICIDES - PERMITS, PUR, NOI, REGISTRATIONS, BAIT SALES	3 years		3 years			Mag, Ppr			Department Preference; 3 CCR 6623, GC §26202
Agriculture Comm.	AG-023	SEED INSPECTION - 3RD PARTY SAMPLING	5 years		5 years			Mag, Ppr			Department Preference; GC §26202
Agriculture Comm.	AG-024	SEED INSPECTION - LABELING INSPECTION	3 years		3 years			Mag, Ppr			Department Preference; GC §26202
Agriculture Comm.	AG-025	STANDARDIZATION - FRUIT & VEGETABLE INSPECTION, ORGANIC REGISTRATIONS, CPC, CFM	5 years		5 years			Mag, Ppr			Department Preference; GC §26202
Agriculture Comm.	AG-026	STANDARDIZATION - PESTICIDE RECORD SEARCH (For Organic Certifications)	3 years		3 years			Mag, Ppr			Department Preference; GC §26202
Agriculture Comm.	AG-027	VEHICLE ACCIDENT REPORTS (Agriculture Commission Only)	5 years		5 years			Mag, Ppr			Department Preference; GC §26202
Agriculture Comm.	AG-028	VEHICLE MAINTENANCE FILES (Agriculture Commission Only)	Life of Vehicle or Equipment + 2 years		Life of Vehicle or Equipment + 2 years			Mag, Mfr, OD, Ppr	S / M	Yes: After 1 year	If a motor carrier, required for 18 months after vehicle is sold; CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3(c); CCP §337 et. seq., 13 CCR 1234(f); GC §26202

## Retention Schedule: AGRICULTURE COMMISSIONER

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Ar-chives	Media Options	Image: S=Scan M=Micro forms I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Agriculture Comm.	AG-029	VEHICLE MILEAGE BOOKS	5 years		5 years			Mag, Ppr			Department Preference (meets auditing standards); GC §26202
Agriculture Comm.	AG-030	WEED MANAGEMENT CONTRACTS	5 years			5 years			Mag, Ppr		
Agriculture Comm.	AG-031	WEED MANAGEMENT RECORDS / MAPS (Invasive Species)	P		P			Mag, Mfr, OD, Ppr	S / M	Yes: After 1 year	Department Preference; GC §26202
Agriculture Comm.	AG-032	WEIGHTS & MEASURES - STORE SCALES, LIVESTOCK & VEHICLE SCALES, FUEL METERS, QC, SCANNERS, WEIGHMASTER, PETROLEUM INSPECTIONS, WATER DISPENSERS	5 years			5 years			Mag, Ppr		
Agriculture Comm.	AG-033	WEIGHTS & MEASURES - SUB METERED DEVICES	10 years		10 years			Mag, Ppr			Department Preference; GC §26202

## Retention Schedule: ASSESSOR

Office of Record	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
(OFR)			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Assessor	ASR-001	APPLICATIONS FOR EXEMPTION CLAIMS: Homeowners or Veterans	Minimum 7 years		Minimum 7 years	Yes	Mag, Ppr, Mfr, OD		S/M/I	Yes: After 3 years	Department Preference; Property Tax Rule 135(e)(5) allows for destruction 6 years after the lien date for the last year for which the exemption claim was active; GC §26202; R&T § §465, 834
Assessor	ASR-002	APPRAISAL RECORDS ("live" and "dead" parcels): Building Dimensions, Calculations, Reports of Investigation, Permit Questionnaires, Possessory Interests, etc.	P		P	Yes	Mag, Ppr, Mfr, OD		S/M/I	Yes: After 3 years	Department Preference for ease in document imaging management; USPAP (Uniform Standards of Professional Appraisal Practice) ethical standards require appraisers to retain records for at least 5 years, or final disposition + 2 years, if used in a judicial proceeding; GC §26202
Assessor	ASR-003	ASSESSMENT ROLL CORRECTIONS / ROLL ALTERATIONS	P		P	Yes	Mag, Ppr, Mfr, OD		S/M/I	Yes: After 3 years	Department Preference; Fee receipts & forms are required for 5 years; GC §§24356
Assessor	ASR-004	ASSESSMENT ROLLS: SECURED	7 years	P	P	Yes	Mag, Ppr, Mfr, OD		S/M/I	Yes: After 3 years	Department Preference (12 years is required); GC §§26202, 26908, R&T §4377
Assessor	ASR-005	ASSESSMENT ROLLS: STATISTICS	7 years	P	P		Mag, Ppr		S/M/I	Yes: After 3 years	Department Preference (5 years is required); GC §§26202, 26908, R&T §2928

## Retention Schedule: ASSESSOR

Office of Record	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
(OFR)			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Assessor	ASR-006	ASSESSMENT ROLLS: UNSECURED	7 years	P	P	Yes	Mag, Ppr, Mfr, OD		S/M/I	Yes: After 3 years	Department Preference (5 years is required); GC §§26202, 26908, R&T §2928
Assessor	ASR-007	ASSESSMENT ROLLS: UTILITIES	7 years	P	P	Yes	Mag, Ppr, Mfr, OD		S/M/I	Yes: After 3 years	Department Preference (5 years is required); GC §§26202, 26908, R&T §2928
Assessor	ASR-008	ASSESSOR PARCEL MAPS	P		P	Yes	Mag, Mfr, OD, Ppr	Yes	S/M/I	No	Current maps maintained permanently for administrative purposes; GC §26202
Assessor	ASR-009	BUSINESS PROPERTY STATEMENTS	7 years		7 years	Yes	Mag, Ppr, Mfr, OD		S/M/I	Yes: After 3 years	Assessor or Board may destroy any taxpayer's document lien date + 6 years; GC §26202, R&T §§465, 834
Assessor	ASR-010	CHANGE OF OWNERSHIP (COR) / PRELIMINARY CHANGE OF OWNERSHIP (PCOR) - Includes attached deed references and notes	P		P	Yes	Mag, Ppr, Mfr, OD	Yes	S/M/I	Yes: After 3 years	Department Preference; Assessor or Board may destroy any taxpayer's document lien date + 6 years; statewide guidelines propose 4 years; GC §26202; R&T §§465, 834
Assessor	ASR-011	MAILING ADDRESS CHANGES	7 years		7 years	Yes	Mag, Ppr, Mfr, OD		S/M/I	Yes: After 3 years	Assessor or Board may destroy any taxpayer's document lien date + 6 years; GC §26202, R&T §§465, 834
Assessor	ASR-012	MINE PRODUCTION REPORTS	P		P	Yes	Mag, Ppr				Department Preference; GC §26202



## Retention Schedule: ASSESSOR

Office of Record	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
(OFR)			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Assessor	ASR-013	PERMIT QUESTIONNAIRES	P		P	Yes	Mag, Ppr		S/M/I	Yes: After 6 months	Department Preference; GC §26202
Assessor	ASR-014	PERSONAL / BUSINESS PROPERTY RECORDS - CANCELED ACCOUNTS	7 years		7 years		Mag, Ppr, Mfr, OD		S/M/I	Yes: After 3 years	Assessor or Board may destroy any taxpayer's document lien date + 6 years; GC §26202, R&T §§465, 834
Assessor	ASR-015	POSSESSORY INTERESTS	P		P	Yes	Mag, Ppr, Mfr, OD	yes	S/M/I	Yes: After 3 years	Consistent with auditing standards; GC §26202
Assessor	ASR-016	PRELIMINARY CHANGE OF OWNERSHIP (PCOR): Notifications from Title Companies	P		P	Yes	Mag, Ppr, Mfr, OD		S/M/I	Yes: After 3 years	Department Preference; Assessor or Board may destroy any taxpayer's document lien date + 6 years; GC §26202, R&T §§465, 834
Recorder	ASR-017	RECORDED MAPS	P		P	Yes	Mag, Mfr, OD, Ppr	Yes	S/M/I	No	Current maps maintained permanently for administrative purposes; GC §26201
Assessor	ASR-018	SUBVENTION APPLICATIONS (Agriculture / Williamson Act)	P		P	Yes	Mag, Ppr, Mfr, OD		S/M/I	Yes: After 3 years	Department Preference; Assessor or Board may destroy any taxpayer's document lien date + 6 years; GC §26202, , R&T §§465, 834
Assessor	ASR-019	TAX ASSESSMENT ROLLS - SECURED: Reports used to create annual tax billing roll, print tax bills, process tax roll changes, apportion collections and refunds, etc.	P		P	Yes	Mag, Mfr, OD, Ppr	Yes	S/M/I	Yes: When Inactive	Department Preference; GC §26202, R&T §4377

**Retention Schedule: ASSESSOR**

Office of Record	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
(OFR)			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Assessor	ASR-020	VALUATIONS: Annexations, etc.	P		P	Yes	Mag, Ppr, Mfr, OD		S/M/I	Yes: After 3 years	R&T §4377
Assessor	ASR-021	VESSEL AND AIRCRAFT RECORDS	7 years		7 years	Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: After 3 years	Assessor or Board may destroy any taxpayer's document lien date + 6 years; GC §26202, , R&T §§465, 834

## Retention Schedule: BEHAVIORAL HEALTH

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
				Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Behavioral Health	BH-001	ATTENDANCE VERIFICATIONS (Narcotics / Alcoholics Anonymous, MCR, Recovery Groups)	2 years		2 years		Mag, Ppr				GC §26202
Behavioral Health	BH-002	FISCAL / FUNDING ALLOCATIONS / COST REPORTS	State Audit + 1 year		State Audit + 1 year		Mag, Mfr, OD, Ppr		S/M/I	Yes: After 1 year	Department Preference; GC §26202
Behavioral Health	BH-003	HIPAA POLICIES AND PROCEDURES (Health Insurance Portability and Accountability Act)	Superseded + 6 years		Superseded + 6 years		Mag, Mfr, OD, Ppr		S/M	Yes: After 1 year	45 CFR 164.530(j)
Behavioral Health	BH-004	MASTER CLIENT DATABASE RECORDS	Indefinite		Indefinite	Yes	Mag				Data is interrelated; GC §26202

## Retention Schedule: BEHAVIORAL HEALTH

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference	
				Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import		Destroy Paper after Imaged & QC'd
If the record is not listed here, refer to the Retention for County-Wide Standards												
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.												
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).												
Behavioral Health	BH-005	PATIENT OR CLIENT FILES - <b>ADULTS AND EMANCIPATED MINORS</b> - Drug & Alcohol, Health, Medical, Mental Health programs - includes discontinued programs (e.g. AID) - Confidential	Last Visit + 7 years		Last Visit + 7 years	Yes: Until Last Visit	Mag, Mfr, OD, Ppr		S/M	Yes: After 1 year	Department Preference; Clinical records must be preserved for a minimum of seven (7) years following discharge/termination of the client from services, with the following exceptions: 2.2.1 The records of un-emancipated minors must be kept for at least one (1) year after such minor has reached age 18, and in any case, not less than seven (7) years. 2.2.2 For psychologists: 2.2.2.1 Clinical records must be kept for seven (7) years from the client's discharge/termination date. 2.4 Records shall be retained beyond the seven (7) year period if an audit involving those records is pending, until audit findings are resolved. H&S §123145, 9 CCR 784.28(a), 9 CCR 9444, 22 CCR 70751(c) & 71551(c); CMS Pub. 100-4, Chapter 1, Section 110.3	



## Retention Schedule: BEHAVIORAL HEALTH

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
				Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Behavioral Health	BH-006	PATIENT OR CLIENT FILES - UNEMANCIPATED MINORS - Drug & Alcohol, Health, Medical, Mental Health programs - includes discontinued programs (e.g. AID) - Confidential	Last Visit + 7 years OR 25 years old, whichever is longer		Last Visit + 7 years OR 25 years old, whichever is longer	Yes: Until Last Visit	Mag, Mfr, OD, Ppr		S/M	Yes: After 1 year	Department Preference; Clinical records must be preserved for a minimum of seven (7) years following discharge/termination of the client from services, with the following exceptions: 2.2.1 The records of un-emancipated minors must be kept for at least one (1) year after such minor has reached age 18, and in any case, not less than seven (7) years. 2.2.2 For psychologists: 2.2.2.1 Clinical records must be kept for seven (7) years from the client's discharge/termination date. 2.2.2.2 In the case of a minor, (7) years after the minor reaches age 18. 2.4 Records shall be retained beyond the seven (7) year period if an audit involving those records is pending, until audit findings are resolved. H&S §123145, 9 CCR 784.28(a), 9 CCR 9444, 22 CCR 70751(c) & 71551(c); CMS Pub. 100-4, Chapter 1, Section 110.3
Behavioral Health	BH-007	STATISTICS - PROGRAM PARTICIPANTS	7 years		7 years		Mag, Mfr, OD, Ppr		S/M/I	Yes: After 1 year	Department Preference; GC §26202

**Retention Schedule: CHILD SUPPORT SERVICES**

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Child Support Services	CSS-001	CHILD SUPPORT / AID FOR DEPENDENT CHILDREN (AFDC) ELIGIBILITY CASE FILES / FOLDERS / RECORDS (applications, intake records, verifications, forms, notices, agreements, etc.)	Case Closure + 1 year	4 years	Case Closure + 5 years	Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: When Inactive	Title IV-D programs are required for 4 years and 4 months from case closure; CA DCSS Manual of Policies & Procedures requires 3 years from the date CA submits the Federal expenditure report, which is fiscal closure; GC §26202, 22 CCR 111450
Health & Human Services	CSS-002	MASTER CLIENT DATABASE RECORDS	Indefinite			Indefinite	Yes	Mag			

## Retention Schedule: HEALTH &amp; HUMAN SERVICES

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
HUMAN SERVICES - ELIGIBILITY											
Health & Human Services / Human Services - Eligibility	E-HS-001	CalWORKS (various records, including child care providers)	Fiscal Closure + 1 year	After Data Tracking System is Validated - Minimum 4 years	After Data Tracking System is Validated - Fiscal Closure + 5 years	Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	The State's Welfare Data Tracking Implementation Project (WDTIP) is being validated by the Federal government - The State will notify Counties when the system is validated (ACL-03-01); CA DPSS Manual of Policies & Procedures requires 3 years from the date CA submits the Federal expenditure report, which is fiscal closure; GC §26202
Health & Human Services / Human Services - Eligibility	E-HS-002	ELIGIBILITY CASE FILES / GENERAL ASSISTANCE FILES (applications, intake records, verifications, forms, notices, agreements, etc.)	Fiscal Closure + 1 year	2 years		Fiscal Closure + 3 years	Yes	Mag, Mfr, OD, Ppr		S/M	Yes: After QC & OD

## Retention Schedule: HEALTH &amp; HUMAN SERVICES

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference	
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd		
If the record is not listed here, refer to the Retention for County-Wide Standards												
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.												
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).												
Health & Human Services / Human Services - Eligibility	E-HS-003	FOOD STAMPS: NOT FISCAL	1 year	2 years	3 years		Mag, Ppr				CA DPSS Manual of Policies & Procedures; GC §26202	
Health & Human Services / Human Services - Eligibility	E-HS-004	FOSTER CARE CASE FILES	Minor is 21 years old			Minor is 21 years old	Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	Department Preference;FC §1819; GC §26202
Health & Human Services / Human Services - Eligibility	E-HS-005	KINSHIP GUARDIANSHIP ASSISTANCE PAYMENT (KIN-GAP)	Minor is 21 years old			Minor is 21 years old	Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	Department Preference (similar to Foster Care);FC §1819; GC §26202
Health & Human Services / Human Services - Eligibility	E-HS-006	MASTER CLIENT DATABASE RECORDS	Indefinite		Indefinite	Yes	Mag				Data is interrelated; GC §26202	
Health & Human Services / Human Services - Eligibility	E-HS-007	MEDI-CAL ELIGIBILITY CASE FILES / FOLDERS / RECORDS (applications, intake records, verifications, forms, notices, agreements, etc.)	Fiscal Closure + 1 year	6 years		Fiscal Closure + 7 years	Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	Department Preference; CA DPSS Manual of Policies & Procedures requires 3 years from the date CA submits the Federal expenditure report, which is Fiscal Closure; GC §26202
HUMAN SERVICES - CHILD WELFARE												



## Retention Schedule: HEALTH &amp; HUMAN SERVICES

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Health & Human Services / Child Welfare	CW-HS-001	ADOPTION FILES	P		P		Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	22 CCR 89179; California Department of Social Services All County Letter ACL 11-23; GC §§24356, 26907, 26202
Health & Human Services / Child Welfare	CW-HS-002	ADULT PROTECTIVE SERVICES	3 years After Date of Last Service		3 years After Date of Last Service		Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	California Department of Social Services All County Letter ACL 26-36; GC §26202
Health & Human Services / Child Welfare	CW-HS-003	AUDIT OR INVESTIGATIONS (STATE OR FEDERAL)	3 years After Date of Last Service + Audit Complete		3 years After Date of Last Service + Audit Complete		Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	WIC §10851; California Department of Social Services All County Letter ACL 02-12; GC §26202
Health & Human Services / Child Welfare	CW-HS-004	CHILD ABUSE AND NEGLECT REFERRAL (Called in by mandated reporter, but determined no abuse or neglect to report, no referral taken)	2 years After Determination of No Abuse or Neglect		2 years After Determination of No Abuse or Neglect		Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	GC §26202, 26205.1
Health & Human Services / Child Welfare	CW-HS-005	CHILD WELFARE - GENERAL CASE RECORDS / VOLUNTARY FAMILY MAINTENANCE (e.g., Family Preservation, Non-dependent Legal Guardianship, Guardianship Investigations, ICPC cases, etc.)	3 years After Date of Last Service		3 years After Date of Last Service		Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	WIC §10851; MPP 23-353; GC §26202

## Retention Schedule: HEALTH &amp; HUMAN SERVICES

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Health & Human Services / Child Welfare	CW-HS-006	CHILDREN'S FILES AND CHILD WELFARE CASE FILES - FATALITIES	5 years After Jurisdiction Terminated, unless CACI referral then until the perpetrator turns 100		5 years After Jurisdiction Terminated, unless CACI referral then until the perpetrator turns 100	Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	PC §11169; WIC §10851, 826; California Department of Social Services All County Letter ACL 02-12; MPP 311-075; GC §26202
Health & Human Services / Child Welfare	CW-HS-007	CHILDREN'S FILES AND CHILD WELFARE CASE FILES - INCONCLUSIVE ALLEGATIONS - FILED IN JUVENILE COURT	5 years After Jurisdiction Terminated		5 years After Jurisdiction Terminated	Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	WIC §10851, 826; California Department of Social Services All County Letter ACL 02-12; GC §26202
Health & Human Services / Child Welfare	CW-HS-008	CHILDREN'S FILES AND CHILD WELFARE CASE FILES - INCONCLUSIVE ALLEGATIONS - <b>NOT</b> FILED IN JUVENILE COURT	3 years After Date of Last Service		3 years After Date of Last Service	Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	WIC §10851, 826; California Department of Social Services All County Letter ACL 02-12; GC §26202

## Retention Schedule: HEALTH &amp; HUMAN SERVICES

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Health & Human Services / Child Welfare	CW-HS-009	CHILDREN'S FILES AND CHILD WELFARE CASE FILES (Includes Juvenile Court petitions, court repots, court orders, documents related to placement and payment for foster care, health and education information on children, assessments and case plans, progress reports from collateral service providers, pictures and interviews.)	5 years After Jurisdiction Terminated, unless CACI referral then until the perpetrator turns 100		5 years After Jurisdiction Terminated, unless CACI referral then until the perpetrator turns 100	Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	If dependency guardianship Child Welfare file may be destroyed 5 years after jurisdiction is terminated, unless perpetrator's name was submitted to DOJ/CACI, then any documents used to prove the abuse/neglect must be retained until the perpetrator turns 100 years old; WIC §826, California Department of Social Services All County Letter ACL 07-53, PC §11169; GC §26202
Health & Human Services / Child Welfare	CW-HS-010	COMPLIANTS	5 years after Jurisdiction terminated		5 years. after Jurisdiction terminated	Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	If dependency guardianship Child Welfare file may be destroyed 5 years after jurisdiction is terminated, WIC §826, California Department of Social Services All County Letter ACL 07-53, PC §11169; GC §26202

## Retention Schedule: HEALTH &amp; HUMAN SERVICES

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Health & Human Services / Child Welfare	CW-HS-011	DEPENDENCY GUARDIANSHIP	5 years after Jurisdiction terminated, unless CACI referral then until the perpetrator turns 100		5 years. after Jurisdiction terminated, unless CACI referral then until the perpetrator turns 100	Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	If dependency guardianship Child Welfare file may be destroyed 5 years after jurisdiction is terminated, unless perpetrator's name was submitted to DOJ/CACI, then any documents used to prove the abuse/neglect must be retained until the perpetrator turns 100 years old; WIC §826, California Department of Social Services All County Letter ACL 07-53, PC §11169; GC §26202
Health & Human Services / Child Welfare	CW-HS-012	EMERGENCY RESPONSE (ER) - IF DOJ REFERRAL	Perpetrator turns 100		Perpetrator turns 100		Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	WIC §10851, 826, PC 11169; GC §26202
Health & Human Services / Child Welfare	CW-HS-013	EMERGENCY RESPONSE (ER) - IF <b>NO</b> DOJ REFERRAL	3 years After Date of Last Service		3 years After Date of Last Service		Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	WIC §10851; California Department of Social Services All County Letter ACL 02-12; GC §26202
Health & Human Services / Child Welfare	CW-HS-014	EXEMPTION FILES - CURRENTLY LICENSED, OR RESIDING IN A LICENSED HOME	Indefinite		Indefinite		Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	GC §26202



## Retention Schedule: HEALTH &amp; HUMAN SERVICES

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Health & Human Services / Child Welfare	CW-HS-015	EXEMPTION FILES - NO LONGER LICENSED OR NO LONGER RESIDING IN A LICENSED HOME	5 years	15 years	20 years		Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	GC §26202
Health & Human Services / Child Welfare	CW-HS-016	FOSTER HOME - COUNTY LICENSED	3 years After Date of Last Contact		3 years After Date of Last Contact		Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	WIC §10851; MPP 41-075; California Department of Social Services All County Letter ACL 05-13, 03-55 GC §26202
Health & Human Services / Child Welfare	CW-HS-017	FOSTER HOME - ROUTINE LICENSING	3 years After Home Not in Use		3 years After Home Not in Use		Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	WIC §10851; MPP 41-075; California Department of Social Services All County Letter ACL 05-13, 03-55 GC §26202
Health & Human Services / Child Welfare	CW-HS-018	IN HOME SUPPORT SERVICES (IHSS)	7 years After Date of Last Payment		3 years After Date of Last Payment		Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	GC §26202
Health & Human Services / Child Welfare	CW-HS-019	LITIGATION - CRIMINAL / CIVIL	3 years After Date of Last Service + Litigation Complete		3 years After Date of Last Service + Litigation Complete		Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	WIC §10851; California Department of Social Services All County Letter ACL 02-12; GC §26202
Health & Human Services / Child Welfare	CW-HS-020	MEDICAID / MEDICARE ACCOUNTING AND FISCAL RECORDS	3 years After Date of Last Service		3 years After Date of Last Service		Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	WIC §10851; California Department of Social Services All County Letter ACL 02-12; GC §26202

## Retention Schedule: HEALTH &amp; HUMAN SERVICES

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Health & Human Services / Child Welfare	CW-HS-021	NON-MINOR DEPENDENT	5 years After Jurisdiction Terminated, unless CACI referral then until the perpetrator turns 100		5 years After Jurisdiction Terminated, unless CACI referral then until the perpetrator turns 100	Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	PC §11169; WIC §10851, 826; California Department of Social Services All County Letter ACL 02-12; MPP 311-075; GC §26202
Health & Human Services / Child Welfare	CW-HS-022	PROBATE GUARDIANSHIP / INDEPENDENT GUARDIANSHIP	3 years After Date of Last Service		3 years After Date of Last Service		Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	WIC §10851; GC §26202
Health & Human Services / Child Welfare	CW-HS-023	PUBLIC ASSISTANCE RECORDS	3 years After Date of Last Service		3 years After Date of Last Service		Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	WIC §10851; California Department of Social Services All County Letter ACL 02-12; GC §26202
Health & Human Services / Child Welfare	CW-HS-024	TITLE IV-D CHILD SUPPORT RECORDS	3 years After Date of Last Service		3 years After Date of Last Service		Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	WIC §10851; California Department of Social Services All County Letter ACL 02-12; GC §26202
HUMAN SERVICES - SOCIAL SERVICES											

## Retention Schedule: HEALTH &amp; HUMAN SERVICES

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Health & Human Services / Human Services	PH-HS-001	BACKGROUND FILES / CREDENTIAL CHECKS - Health & Human Services Employees Only	Separation + 3 years		Separation + 3 years	Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	EECOT LSA/BLA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; CA Department of Fairs requires 5 years; 29 CFR 1602.31 & 29 CFR1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12246, 26202
Health & Human Services / Human Services	PH-HS-002	BILLING RECORDS or CLAIMS PROCESSING - includes Medi-Cal	2 years	4 years or after State Audit	6 years or after State Audit	Yes: Until Paid	Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	Fee receipts & forms are required for 5 years; Consistent with proposed statewide guidelines; Published articles show 3 - 7 years; GC §§24356, 26907,
Health & Human Services / Human Services	PH-HS-003	CalWORKS EMPLOYMENT TRAINING PROGRAMS	Fiscal Closure + 1 year	After Data Tracking System is Validated - Minimum 2 years	Fiscal Closure + 3 years - After Data Tracking System is Validated -		Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	The State's Welfare Data Tracking Implementation Project (WDTIP) is being validated by the Federal government - The State will notify Counties when the system is validated (ACL-03-01); Consistent with other CA DPSS Manual of Policies & Procedures requirements; GC §26202
Health & Human Services / Human Services	PH-HS-004	CHILD PROTECTION	Minor is 18 years old		Minor is 18 years old	Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	Consistent with Conciliation Counseling Records; FC §1819; GC §26202

**Retention Schedule: HEALTH & HUMAN SERVICES**

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Health & Human Services / Human Services	PH-HS-005	CONTRACTS FOR TRAINING  (Send originals of other contracts to the Clerk of the Board)	Completion + 5 years		Completion + 5 years  Fiscal Closure + 3 years  Resolution + 3 years  Closure + 10 years	Yes: Until Completion	Mag, Mfr, OD, Ppr	Yes	S / I	Yes: After QC & OD	Statute of Limitations: Contracts & Spec's=4 years, CCP §337 et seq., GC §26202
Health & Human Services / Human Services	PH-HS-006	FOOD STAMPS: FISCAL	Fiscal Closure + 1 year	2 years			Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	CA DPSS Manual of Policies & Procedures requires 3 years from fiscal or administrative closure (end of State audit, etc.), GC §26202
Health & Human Services / Human Services	PH-HS-007	FRAUD INVESTIGATION	Resolution + 3 years			Yes: Until Resolution	Mag, Ppr				Intentional Program Violations case records are kept for the life of the individual, per ACL 15-26; GC §26202
Health & Human Services / Human Services	PH-HS-008	LIST OF AUTHORIZATIONS TO START, CHANGE, OR STOP AID PAYMENTS (Form 278L)	Closure + 2 years	8 years		Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	CA DPSS Manual of Policies & Procedures requirement; GC §26202

## Retention Schedule: HEALTH &amp; HUMAN SERVICES

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Health & Human Services / Human Services	PH-HS-009	WELFARE TO WORK GRANTS	2 years	After Data Tracking System is Validated - Minimum 4 years	After Data Tracking System is Validated - Minimum 6 years	Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	The State's Welfare Data Tracking Implementation Project (WDTIP) is being validated by the Federal government - The State will notify Counties when the system is validated (ACL-03-01); Consistent with other grants & County Accounting Committee; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report; CDBG is 4 years; HUD requires 5 years for programs covered by a consolidated plan; statewide guidelines propose 4 years; 21 CFR 1403.42; 24 CFR 85.42 & 570.502(b), 29 CFR 97.42, GC 80000
PUBLIC HEALTH											



## Retention Schedule: HEALTH &amp; HUMAN SERVICES

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Health & Human Services / Public Health	PH-001	BILLING RECORDS or CLAIMS PROCESSING - includes Medi-Cal (JUVENILES / UNEMANCIPATED MINORS)	Discharge + 1 year	After Audit and Patient Reaches Age 21	After Audit and Patient Reaches Age 21		Mag, Mfr, OD, Ppr		S/I	Yes: After QC & OD	Medicare providers are required to retain clinical records for juveniles for three years after age of majority; Fee receipts & forms are required for 5 years; Accounting records for County Alcohol & Drug Programs are required for 3 years following the settlement of the Report of Expenditure; Published articles show 3 - 7 years; GC §§24356, 26907; 9 CCR 9444; CMS Pub. 100-4, Chapter 1, Section 110.3; GC §26202

## Retention Schedule: HEALTH &amp; HUMAN SERVICES

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Health & Human Services / Public Health	PH-002	BILLING RECORDS or CLAIMS PROCESSING - includes Medi-Cal (ADULTS)	2 years	4 years or after State Audit	6 years or after State Audit	Yes: Until Paid	Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC & OD	Fee receipts & forms are required for 5 years; Consistent with proposed statewide guidelines; Published articles show 3 - 7 years; Medicare providers are required to retain clinical records for adults for five years after discharge; Fee receipts & forms are required for 5 years; Accounting records for County Alcohol & Drug Programs are required for 3 years following the settlement of the Report of Expenditure; Published articles show 3 - 7 years; GC §§24356, 26907; 9 CCR 9444; CMS Pub. 100-4, Chapter 1, Section 110.3I GC §26202
Recorder	PH-003	BIRTH AND DEATH CERTIFICATES	Send to Recorder After 2 years		Send to Recorder After 2 years		Mag, Ppr				Department preference (copies); GC §26201; GC §26202
Health & Human Services / Public Health	PH-004	EPIDEMIOLOGY, SURVEILLANCE AND DATA ANALYSIS DOCUMENTS GENERATED FROM THE DIVISION	P		P		Mag, Mfr, OD, Ppr		S/I	Yes: After QC & OD	Department preference; GC §26202

## Retention Schedule: HEALTH &amp; HUMAN SERVICES

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Health & Human Services / Public Health	PH-005	JAIL INSPECTIONS	7 years		7 years		Mag, Mfr, OD, Ppr		S/I	Yes: After QC & OD	Department preference; GC §26202

## Retention Schedule: HEALTH &amp; HUMAN SERVICES

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Health & Human Services / Public Health	PH-006	PATIENT OR CLIENT FILES - ADULTS - Health, Medical, etc.	Last Visit + 7 years		Last Visit + 7 years	Yes: Until Last Visit	Mag, Mfr, OD, Ppr		S/M/I	Yes: After 1 year	Department Preference; adults required for 7 years; Medicare providers are required to retain clinical records for adults for five years after discharge; Fee receipts & forms are required for 5 years; 10 years is recommended by AHIMA for "healthcare providers"; Various laws restrict access to records; law requires 7 years for clinics, health facilities, hospitals, adult day health care centers, and in-home skilled nursing services, H&S is actually based upon "if the licensee ceases operations;" Accounting records for County Alcohol & Drug Programs are required for 3 years following the settlement of the Report of Expenditure; Published articles show 3 - 7 years; GC §§24356, 26907; H&S §123145; 9 CCR 784.28(a); 22 CCR 70751(c) & 71551(c); 9 CCR 9444; CMS Pub. 100-4, Chapter 1, Section 110.3; GC

## Retention Schedule: HEALTH &amp; HUMAN SERVICES

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Health & Human Services / Public Health	PH-007	PATIENT OR CLIENT FILES - UNEMANCIPATED MINORS - Health, Medical, etc.	Last Visit + 7 years OR 25 24 years old, whichever is longer		Last Visit + 7 years OR 25 24 years old, whichever is longer	Yes: Until Last Visit	Mag, Mfr, OD, Ppr		S/M	Yes: After 1 year	Department Reference, minors until 1 year after age 18, but not less than 7 years; Medicare providers are required to retain clinical records for juveniles for three years after age of majority; 10 years is recommended by AHIMA; Various laws restrict access to records; H&S requires 7 years and is actually based upon "if the licensee ceases operations;" H&S §123145, 9 CCR 784.28(a), 9 CCR 9444, 22 CCR 70751(c) & 71551(c); CMS Pub. 100-4, Chapter 1, Section 110.2; CC §26202



## Retention Schedule: HEALTH &amp; HUMAN SERVICES

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference	
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd		
If the record is not listed here, refer to the Retention for County-Wide Standards												
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.												
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).												
PUBLIC HEALTH / ENVIRONMENTAL HEALTH												
Health & Human Services / Environmental Health	PH-EH-001	FOOD FACILITIES	P		P	Yes	Mag, Mfr, OD, Ppr	Yes	S / M	Yes: After 10 years	Department preference; GC §26202	
Health & Human Services / Environmental Health	PH-EH-002	GROUNDWATER TESTING	P				Mag, Ppr				Department preference; NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41	
Health & Human Services / Public Health	PH-EH-003	RABIES CONTROL RECORDS	10 years			10 years	Mag, Ppr				Department Preference; GC §26202	
Health & Human Services / Environmental Health	PH-EH-004	SEPTIC TANK INSTALLATION / REPLACEMENTS	P			P	Yes	Mag, Mfr, OD, Ppr	Yes	S / M	Yes: After 10 years	Department preference; GC §26202
Health & Human Services / Environmental Health	PH-EH-005	SEWER AND WATER MAPS	P			P	Yes	Mag, Ppr	Yes	S / M	Yes: After 10 years	Department preference; GC §26202
Health & Human Services / Environmental Health	PH-EH-006	SOURCE CONTROL / FOG (Fats, Oil & Grease)	3 years			3 years		Mag, Ppr				40 CFR 403.12; GC §26202

## Retention Schedule: HEALTH &amp; HUMAN SERVICES

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Health & Human Services / Public Health	PH-EH-007	WATER TEST RECORDS - Bacteriological	5 years		5 years		Mag, Ppr				5 years is required; 40 CFR 141.33(a) and (b)(1); 22 CCR §64470; GC §26202

**Retention Schedule: GRAND JURY**

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site, Mfr or OD)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-forms I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Grand Jury	GJ-001	COMPLAINTS (GRAND JURY)	5 years		5 years		Mag, Ppr				PC §933c
Grand Jury	GJ-002	COURT REPORTER NOTES AND TRANSCRIPTS	5 years		5 years		Mag, Ppr				PC §933c
Grand Jury	GJ-003	GRAND JURY AGENDAS AND MINUTES	5 years		5 years		Mag, Ppr				PC §933c
Grand Jury	GJ-004	GRAND JURY APPLICATION QUESTIONNAIRES	5 years		5 years		Mag, Ppr				PC §933c
Grand Jury	GJ-005	GRAND JURY FINAL REPORTS AND RESPONSES	5 years		5 years		Mag, Mfr, OD, Ppr		S	No	County Clerk must forward copies to the State Archives; PC §933c

## Retention Schedule: INFORMATION TECHNOLOGY

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-forms I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Inform. Technology	IT-001	COMPUTER BACKUPS - DAILY	When No Longer Required		When No Longer Required			Mag.			Used for Disaster Recovery Purposes Only; Considered a copy and can be destroyed when no longer required; retention based on administrative value; recycle tapes; GC §26201
Inform. Technology	IT-002	COMPUTER BACKUPS - WEEKLY / MONTHLY		When No Longer Required				Mag.			Used for Disaster Recovery Purposes Only; Considered a copy and can be destroyed when no longer required; retention based on administrative value; recycle tapes; GC §26201
Inform. Technology	IT-003	GIS DATABASE	Indefinite		Indefinite			Mag			Data is interrelated; GC §26202

## Retention Schedule: SHERIFF

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
SHERIFF											
Sheriff	SHR-001	ARREST RECORDS / CRIME / INCIDENT REPORTS: <b>Adult Marijuana Misdemeanor or Infraction</b> - H&S §11357(b)(c)(d)(e) or H&S §11360(b) (with procedure in H&S §11361.5) - Except those with outstanding stolen property, including firearms, or lost firearms	Conviction or Arrest (if No Conviction) + 2 years		Conviction or Arrest (if No Conviction) + 2 years	Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: After Final Disposition	("Shall" Destroy); H&S §11361.5
Sheriff	SHR-002	ARREST RECORDS / CRIME / INCIDENT REPORTS: <b>Child Abuse or Neglect</b>	Date of Incident + 10 years, If No Subsequent Reports		Date of Incident + 10 years, If No Subsequent Reports		Mag, Mfr, OD, Ppr		S/M/I	Yes: After QC	PC §§11169(i); 11170(a); GC §26202
Sheriff	SHR-003	ARREST RECORDS / CRIME / INCIDENT REPORTS: <b>Factually Innocent Petition Accepted Records</b> Sealed Pending Destruction - Except those with outstanding stolen property, including firearms, or lost firearms	Arrest Date + 3 years		Arrest Date + 3 years	Yes	Mag, Mfr, OD, Ppr		S/M/I	No	Individual petitions District Attorney; Sheriff concurs that person is factually innocent, then seals record ("Shall" Destroy); GC §26202; PC §851.8(a)



## Retention Schedule: SHERIFF

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Sheriff	SHR-004	ARREST RECORDS / CRIME / INCIDENT REPORTS: <b>Juvenile Marijuana Misdemeanor or Infraction</b> - H&S §11357(E) - Except those with outstanding stolen property, including firearms, or lost firearms	Conviction or Arrest (if No Conviction) + 2 years or Juvenile 18 years old		Conviction or Arrest (if No Conviction) + 2 years or Juvenile 18 years old  Sealing Date + 5 years (or Court Order)  10 years	Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: When Inactive	If no subsequent conviction ("Shall" Destroy); H&S §11361.5
Sheriff	SHR-005	ARREST RECORDS / CRIME / INCIDENT REPORTS: <b>Sealed Juvenile and Ward Cases</b> - Except Child Abuse or Severe Neglect, (Substantiated), those with outstanding stolen property, including firearms, or lost firearms	Sealing Date + 5 years (Or Court Order)			Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: After 2 years	Statute of Limitations runs up to age of majority + 8 years; sealed records for juveniles and wards of the Court must be destroyed 5 years after sealing date; CCP §§340.1, GC §26202; W&I §§389(a), 781(d)
Sheriff	SHR-006	ARREST RECORDS / CRIME REPORTS: <b>All, Unless otherwise Specified</b> (Felonies and Misdemeanors) - Except those with outstanding stolen property, including firearms, or lost firearms	10 years			Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: 1 year	Department Preference to facilitate Three Strikes law and ease of document imaging administration; GC §26202, PC §§802, PC §§187, 800 et seq., W&I §389(a), 781(d)

## Retention Schedule: SHERIFF

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Sheriff	SHR-007	ARREST RECORDS / CRIME REPORTS: <b>Major Crimes / Sex Crimes</b> - Capital Crimes (Crimes Subject to the Death Penalty), Sex Crimes (PC §290), Confirmed Child and Elder Abuse	P		P	Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: After 1 year	Department Preference; DOJ retains CACI (Child Abuse Central Index) information for adults 100 years; No limitations on commencement of action; Courts keep permanently PC §§ 261, 286, 288, 288a, 288.5, 289, 289.5, 290, and 799; 11169 et seq.; 11170(a)
Sheriff	SHR-008	ARREST RECORDS / CRIME REPORTS: Misdemeanor or Infraction Marijuana §11357(e) - <b>Juvenile on School Grounds during School Hours</b> (with procedure in H&S §11361.5)	Offender is 18 Years Old			Offender is 18 Years Old	Yes	Mag, Ppr			
Sheriff	SHR-009	ARREST RECORDS / CRIME REPORTS: Those Containing <b>Firearms entered into CLETS</b> (if not Permanent Retention)	Firearm Found or Recovered		Firearm Found or Recovered	Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: After 1 year	PC§ 11108(b)
Sheriff	SHR-010	CITATIONS: Misdemeanor Traffic or Criminal	2 years		2 years		Ppr				Statute of Limitations is up to two years; GC §26202, PC §802
Sheriff	SHR-011	CIVIL FILES - Evictions, Service of Process	2 years		2 years	Yes	Mag, Ppr				GC §26202
Sheriff	SHR-012	CIVIL FILES - Garnishments	Satisfaction of Writ + 2 years		Satisfaction of Writ + 2 years	Yes: Until Satisfied	Mag, Ppr				Department adds interest; GC §26202

## Retention Schedule: SHERIFF

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Superior Court	SHR-013	COURT PETITIONS: Emergency Medical Petitions (HIV testing)	2 years		2 years		Mag, Ppr				Superior Court maintains originals; GC §26201
Sheriff	SHR-014	CRIME STATISTICS: ANNUAL	2 years	P	P		Mag, Mfr, OD, Ppr	Yes	S/M/I	Yes: When Inactive	Historical Value; GC §26202
Sheriff	SHR-015	CRIME STATISTICS: PERIODIC (Monthly, Bi-monthly, etc.)	When No Longer Required		When No Longer Required		Mag, Ppr				Preliminary drafts; GC §26202
Sheriff	SHR-016	DEPARTMENT OF JUSTICE (DOJ) PURGE NOTIFICATIONS	When No Longer Needed		When No Longer Needed		Ppr				Non-records; GC §26202
Sheriff	SHR-017	DEPARTMENT OF JUSTICE (DOJ) VALIDATION LISTS	2 years		2 years		Mag, Ppr				Information received by DOJ; GC §26202
Sheriff / Auditor	SHR-018	FALSE ALARM REPORTS	2 years		2 years		Mag, Ppr				GC §26202
	SHR-019	FCC LICENSE	Superseded		Superseded		Ppr				FCC record (Non-record)
Sheriff	SHR-020	FIELD INTERVIEW DATA / FIELD INTERVIEW CARDS	After Entry to RMS		After Entry Into RMS		Mag, Ppr				Preliminary drafts; GC §26202
Sheriff	SHR-021	GUNS: DEALERS RECORD OF SALES	2 years		2 years		Mag, Ppr				GC §26202, PC§27500-27590
Sheriff	SHR-022	INCIDENT REPORTS (Non-criminal, including Found Missing Persons)	2 years		2 years		Mag, Ppr				GC §26202
Sheriff	SHR-023	INFORMANT FILES (Legal Notifications, Identification, Payment, Activities)	Inactive + 5 years		Inactive + 5 years		Mag, Ppr				Department Preference; Does not contain criminal intelligence information concerning individuals; GC §26202

## Retention Schedule: SHERIFF

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Sheriff	SHR-024	INTERNAL AFFAIRS INVESTIGATIONS - CITIZEN COMPLIANTS	Final Disposition + 5 years		Final Disposition + 5 years		Mag, Ppr				Complaints & Findings must be retained for 5 years; all laws require retention until final disposition of formal complaint; Statute of Limitations is 4 years for misconduct; EVC §1045(b)(1), GC §§12946, 26202, PC §§801.5, 803(c), 832.5, VC §2547
Sheriff	SHR-025	INTERNAL AFFAIRS INVESTIGATIONS - INTERNAL COMPLIANTS	Final Disposition + 2 years			Final Disposition + 2 years		Mag, Ppr			
Sheriff	SHR-026	INTERNAL AFFAIRS INVESTIGATIONS: Officer-Involved Shootings Resulting in Death	P		P			Mag, Mfr, OD, Ppr		S/M/I	Yes: After 2 years
Sheriff	SHR-027	INVESTIGATIONS / BACKGROUND FILES - Employees and Volunteers - Except for Psychological Evaluations, Polygraphs	Separation + 10 years			Separation + 10 years		Mag, Mfr, OD, Ppr		S/M/I	Yes: After 2 years
Sheriff	SHR-028	INVESTIGATIONS / BACKGROUND FILES - Employees and Volunteers - <b>Psychological Evaluations, Polygraphs</b>	Separation + 10 years		Separation + 10 years			Mag, Ppr			

## Retention Schedule: SHERIFF

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Sheriff	SHR-029	INVESTIGATIONS / BACKGROUND FILES - Unsuccessful Applicants	10 years		10 years						Eligibility Lists are 1 year and can be extended 1 year; EEOC / FLSA / ADEA (Age) requires 3 years; State Law requires 2 - 3 years; 29 CFR 1627.3(a)(5) and (6), 8 CCR §11040.7( c), GC §§12946, 26202
Sheriff	SHR-030	LOST AND FOUND ITEMS	2 years		2 years		Ppr				GC §26202
Auditor	SHR-031	NATIONAL CRIMINAL INFORMATION CENTER (NCIC) REPORTS	When No Longer Needed		When No Longer Needed		Mag, Ppr				Transitory records not retained in the ordinary course of business; § 26202 et seq.
Sheriff	SHR-032	O.C. APPLICATION REPORT (use of pepper spray - sent to Department of Justice)	2 years		2 years		Mag, Ppr				GC §26202
Sheriff	SHR-033	OFFICER RECORDINGS: Body-Worn Cameras – LOGS of Access or Deletion of Data	P		P		Mag				PC§ 832.18(b)(5)(E); GC §26202
Sheriff	SHR-034	OFFICER RECORDINGS: Body-Worn Cameras - that ARE evidence, Officer Involved Shootings / Detention or Arrest / Complaints	Follows retention for Evidence, Minimum 2 years		Follows the Retention of the Evidence, Minimum 2 years		Mag				PC§ 832.18(b)(5)(B)&(C); GC §26202
Sheriff	SHR-035	OFFICER RECORDINGS: Body-Worn Cameras - that are NOT evidence	12 months		12 months		Mag				Department preference (required for 60 days); PC§ 832.18(b)(5)(A); GC §26202



## Retention Schedule: SHERIFF

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Police / Records	SHR-036	OFFICER RECORDINGS: MOBILE AUDIO VIDEO (MAV) Recordings - <b>that are NOT evidence</b>	1 year		1 year		Mag				Those segments of videos that are determined to be evidence are retained as evidence; GC §26202.6 et seq.
Sheriff	SHR-037	PARKING CITATIONS	2 years		2 years		Ppr				GC §26202
Sheriff	SHR-038	PATROL REQUESTS / VACATION REQUESTS / EXTRA PATROL REQUESTS	2 years		2 years		Mag, Mfr, OD, Ppr				GC §26202
Sheriff	SHR-039	PAWN SLIPS	2 years		2 years		Ppr				Non-records used for investigations; Originals entered into the State Automated Property System; most agencies retain for 2 years; GC §26202
Sheriff	SHR-040	PERMITS - APPROVED - CONCEALED WEAPONS PERMITS (CCW), EXPLOSIVE	Expiration + 2 years		Expiration + 2 years	Yes	Ppr				Department Preference; DOJ manages the sale and transfer of firearms; Non-records (State is OFR); most agencies retain for 2 years; GC §26202, PC §26225
Sheriff	SHR-041	PERMITS - DENIED / REVOKED - CONCEALED WEAPONS PERMITS (CCW), EXPLOSIVE	2 years		2 years		Ppr				GC §26202, PC §26225

## Retention Schedule: SHERIFF

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Admin. / Personnel	SHR-042	PERSONNEL FILES (Peace Officers)	Separation + 5 years		Separation + 5 years	Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: After 2 years	Department Preference (copies); EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 29 CFR1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, 26201, 26202
Sheriff	SHR-043	PLANS, PROCEDURES & REFERENCES: County Emergency Plan, Communications, Emergency Operations, Multi-Hazard, Oils Spill Contingency, Schools, etc.	When Superseded			When Superseded	Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: After Superseded
Sheriff	SHR-044	REAL PROPERTY SALES / CERTIFICATES OF REDEMPTION	P		P		Mag, Mfr, OD, Ppr		S/M/I	No	GC §26202
Sheriff / Auditor	SHR-045	RECORDS RELEASES	2 years		2 years		Mag, Ppr				GC §26202
Sheriff	SHR-046	REGISTRANT FILES - ARSON REGISTRANTS: <b>Adults</b>	10 years	P	P	Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: After 1 year	Department preference; Pursuant to PC §457.1 et seq.; required to register for life; If released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §26201

## Retention Schedule: SHERIFF

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Sheriff	SHR-047	REGISTRANT FILES - ARSON REGISTRANTS: <b>Juveniles</b> released from California Youth Authority	Age 25 or Sealing Date + 5 years		Age 25 or Sealing Date + 5 years	Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: After 1 year	Pursuant to PC §457.1 et seq.; If released from CYA, records are destroyed after age 25 or sealing pursuant to W&I §781; GC §26201
Sheriff	SHR-048	REGISTRANT FILES - NARCOTICS / DRUG	5 years		5 years		Mag, Ppr				Non-records used for investigations; originals retained by DOJ; GC §26202, H&S §11590
Sheriff	SHR-049	REGISTRANT FILES - SEX OFFENDERS: <b>Adults</b>	P		P	Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: After 2 years	PC §290 et seq.
Sheriff	SHR-050	REGISTRANT FILES - SEX OFFENDERS: <b>Juveniles</b>	P or Sealing Date + 5 years (or Court Order)		P or Sealing Date + 5 years (or Court Order)	Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: After 2 years	PC §290(d)(5), W&I §781
Superior Court	SHR-051	RESTRAINING ORDERS (Some are also in CLETS)	Upon Expiration		Upon Expiration		Ppr				Superior Court maintains originals; GC §26201
Sheriff	SHR-052	ROSTER OF CRIMINAL OFFENDER RECORD INFORMATION REQUESTS	5 years		5 years		Mag, Ppr				Department Preference; Attorney General determined 3 years; PC §11078; CCR 707(c)
Superior Courts	SHR-053	STATEMENT OF PROBABLE CAUSE (allows the Judge to determine if an arrestee can be held past 48 hours prior to arraignment)	2 years		2 years		Mag, Ppr				Superior Courts retain records; GC §26202

## Retention Schedule: SHERIFF

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Sheriff	SHR-054	TIME SHEETS / TIME CARDS	5 -years		5 years	Yes: Until Paid	Mag, Ppr				Department Preference (contract with Forest Services requires 10 years); Meets auditing standards (audit + 4 years); IRS requires 4 years; other State and Federal regulations require 2 years; FTB keeps 3 years; 8 CCR §11040.7(c); 29 CFR 516.6(a)(1); IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d); GC §26202
Sheriff	SHR-055	TRAINING: Firearms & Field	Separation + 5 years		Separation + 5 years	Yes	Mag, Mfr, OD, Ppr		S/M/I	Yes: After 2 years	Claims can be made for 30 years for toxic substance exposure; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, 26202
Sheriff	SHR-056	UNIFORM CRIME REPORTS (UCR) MONTHLY REPORTS	When No Longer Required		When No Longer Required		Mag, Ppr				Filed on line with the State; Department preference; GC §26202
Sheriff	SHR-057	VEHICLE REPOSSESSION NOTICES	When No Longer Required		When No Longer Required		Mag, Mfr, OD, Ppr				Preliminary drafts; GC §26202
Superior Courts	SHR-058	WARRANTS	Until Served or Recalled		Until Served or Recalled	Yes	Ppr				GC §26201

## Retention Schedule: SHERIFF

Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Sheriff	SHR-059	WATCH COMMANDER LOGS	2 years		2 years		Mag, Ppr				Department Preference; GC §26202
JAIL											
Sheriff / Jail	SHR-060	Jail Incident Reports	3 years		3 years		Mag, Ppr				GC §26202
Sheriff / Jail	SHR-061	Jail In-Custody Rosters	3 years		3 years		Mag, Ppr				GC §26202
Sheriff / Jail	SHR-062	Jail Video Recordings (Jail surveillance, security)	1 year		1 year		Mag				GC §26202.6(a)
Sheriff / Jail	SHR-063	Logs & Inspections: Activity, Custody Logs & Lists, Daily Counts, Daily Food Services, Freezer Temperature Forms, Goof Inspection, Kitchen Utensil Inventory, Handcuff Log, Tool Log, Jail incident Lob, Drain Flush Log, Jail Key Log, Shift Change Checklist, Duress Alarm Log, Safety & Sobering Cell Logs, Secure Juvenile Logs, Security Checks, Visitor Logs	2 years		2 years		Mag, Ppr				GC §26202
Sheriff / Jail	SHR-064	Medical Screen Forms, Sheets	2 years		2 years		Mag, Ppr				GC §26202
Sheriff / Jail	SHR-065	Monthly Counts, Official Counts	2 years		2 years		Mag, Ppr				GC §26202
Sheriff / Jail	SHR-066	Outside Agencies Pre-booking Forms	2 years		2 years		Mag, Ppr				GC §26202



Office of Record (OFR)	Retention No.	Title and Description	Retention Period / Disposition								Comments / Reference
			Active (in office)	Inactive (Off-Site)	Total Retention	Vital?	Media Options	Ar-chives	Image: S=Scan M=Micro-fiche I=Import	Destroy Paper after Imaged & QC'd	
If the record is not listed here, refer to the Retention for County-Wide Standards											
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.											
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).											
Sheriff / Jail	SHR-067	PREA (Prison Rape Elimination Act) Report	2 years		2 years		Mag, Ppr				GC §26202
Sheriff / Jail	SHR-068	Property Sheets	2 years		2 years		Mag, Ppr				GC §26202



## **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: 3/28/2017**

**DEPARTMENT: COUNTY ADMINISTRATION OFFICE**

**DEPT HEAD/DIRECTOR: Kevin O'Neill**

**AGENDA ITEM PREPARER: Kevin O'Neill**

**SBC DEPT FILE NUMBER: 60**

**SUBJECT:**

**COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

Approve contract with Emergency Services Consulting International for completion of the fire services feasibility study in an amount not to exceed \$57,083.00.

SBC FILE NUMBER: 60

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The original and subsequent Fire Protection Contracts with the City of Hollister have had a item that states the three entities involved shall work to create either a consolidated Fire Protection District or Joint Powers Authority to provide a countywide fire service. The County of San Benito, City of Hollister, and City of San Juan Bautista have all agreed to participate in a feasibility study to be completed by a qualified firm at a cost share of 40%, 40%, and 20% respectively.

The attached contract is the result of a Request for Proposals (RFP), staff selection, and report out to the Fire Protection Committee. Emergency Services Consulting International (ESCI) has been chosen and has reviewed the attached contract with a not to exceed amount of: \$57,083.

The proposed feasibility study will take approximately four (4) months to complete and will result in an evaluation of the current system in place, the current gaps/needs, assess current and projected growth as it relates to fire service, and provide a recommendation to the three participating jurisdictions.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

It is respectfully recommended that the Board of Supervisors:

1. Approve contract with Emergency Services Consulting International (ESCI) for the completion of the Fire Protection and Life Safety Services Feasibility Study.
2. Authorize the Chair of the Board to sign contract with ESCI.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description

contract

Upload Date

3/24/2017

Type

Standard Contract

## CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and Emergency Services Consulting International ("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 March 29, 2017, and end on October, 30, 2017, unless sooner terminated or completed 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 dollars
- (b) Professional liability insurance: \_\_\_\_\_
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000  
dollars \_\_\_\_\_

6. **Termination.**

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

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

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

**8. Information about Contract Administrators.**

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

Contract Administrator for COUNTY:

Name: Ray Espinosa

Title: County Administrative Officer

Address: 481 Fourth Street

Hollister, California 95023

Telephone No.: 831-636-4000

Fax No.: \_\_\_\_\_

Contract Administrator for CONTRACTOR:

Name: Andrea Hobi

Title: General Manager

Address: 25030 SW Parkways Avenue

Wilsonville, OR 97070

Telephone No.: 800-757-3724

Fax No.: \_\_\_\_\_

**SIGNATURES**

APPROVED BY COUNTY:

\_\_\_\_\_

Name: Jamie De La Cruz

Chair, San Benito County Board of Supervisors

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

APPROVED BY CONTRACTOR:



Name: Andrea D. Hobi

Title: GENERAL MANAGER

Date: 3/23/17

**APPROVED AS TO LEGAL FORM:**

Barbara Thompson, San Benito County Counsel

\_\_\_\_\_

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

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



## ATTACHMENT A

### Scope of Services

#### Phase I—Project Initiation

##### Task 1-A: Project Initiation & Development of Work Plan

ESCI will develop a project work plan based on the scope of work, and converse with the County of San Benito project team and/or representatives to gain a comprehensive understanding of the County's background, goals, and expectations for this project. This work plan will be developed identifying:

- Primary tasks to be performed
- Person(s) responsible for each task
- Time table for each task to be completed
- Method of evaluating results
- Resources to be utilized
- Possible obstacles or problem areas associated with the accomplishment of each task

This exchange will also help to establish working relationships, make logistical arrangements, determine an appropriate line of communications, and finalize contractual arrangements.

##### Task 1-B: Data Acquisition & Background Information

ESCI will request pertinent information and data from County of San Benito and/or organizations and individuals as directed. This data will be used extensively in the analysis and development of the final report. The documents and information relevant to this project will include, but not be limited to, the following:

- Past or current studies or research other reports (e.g., 2000, 2010, and 2012 fire studies; financial reports; Grand Jury reports; LAFCO municipal service reviews; annual fire reports; etc.)
- County of San Benito and City of Hollister and City of San Juan Bautista comprehensive plan documents, including current and future land use information, other documents as necessary
- Local census and demographics data
- Applicable fire department administrative policies and procedures
- Current and previous budget information and financial data, including debt information, long-range financial plans and projections; including assessment fees, revenue streams, any fire and EMS-related grants or other funding sources
- Applicable agency Standard Operating Guidelines (SOG) and service-delivery practices
- Current service-delivery objectives and targets, including required and/or internal performance criteria
- Fire department apparatus and vehicle inventories
- List of current fire department operational staff positions, salary and benefits, work schedules, and other relevant information
- Local collective bargaining agreement(s), if applicable
- Any current fire/EMS related service contracts
- List and locations of hospitals, tertiary facilities, and other facilities to which patients are regularly transported
- Automatic and mutual aid agreements
- Incident data in an Excel® spreadsheet format (3–5 years prior to current year):

- Individual fire department incident records; all call types, and preferably using the National Fire Incident Reporting System (NFIRS) data elements, locations by latitude/longitude and full address, response times, and unique incident numbers (if available)
- Any other electronic records as may be useful for this project
- Computer-Aided dispatch (CAD) incident records, if applicable (may not be necessary if agency data is provided and contains the necessary records) (3–5 years prior to current year)
- Local Geographic Information Systems (GIS) data, where available

### **Task 1-C: Stakeholder Input**

The ESCI project team will conduct interviews with and gather information from key personnel and stakeholder including, but not limited to:

- Fire department leadership in City of Hollister
- City of San Juan Bautista City Council and City Administrator
- City of Hollister City Council and City Administrator
- County of San Benito Board of Supervisors & County Administrator
- County of San Benito Auditor-Controller
- California Department of Forestry & Fire Protection Unit Chief
- County of San Benito Sheriff
- Leadership and/or representatives of the bargaining units/labor units (e.g., IAFF, etc.)
- Other individuals or organization representatives that may contribute to this project

## **Phase II—Evaluation of Current Conditions**

This analysis will provide a baseline assessment of the current conditions and current service-performance of the firefighting services within the County of San Benito and the incorporated cities of Hollister and San Juan Bautista. ESCI will conduct an analysis based on the elements included in the following objectives. The purpose of this evaluation is to assess the various system components and organizations in comparison to industry standards and best practices, as well as to create a benchmark against which future improvements can be measured.

### **Task 2-A: Organization Overview**

An overview of the County of San Benito community, the various fire and EMS provider organizations, and other aspects, will be developed discussing:

- Service area population and demographics
- General descriptions and services of each of the fire departments and any other provider organizations
- Description of the current service-delivery infrastructures
- Governance and lines of authority
- Organization designs of each entity in study

### **Task 2-B: Staffing & Personnel Management**

ESCI will review various elements involving personnel management and staffing of the primary fire department.

- Reports and recordkeeping
- Labor-management relationships and issues



- Review and evaluate administration and support staffing levels
- Review and evaluate operational staffing levels
- Review staff allocation to various functions and divisions
- Review staff scheduling methodology
- Analyze current deployment methods and staffing performance for incidents
- Review utilization of career and volunteer companies (if applicable)
- Review responsibilities and activity levels of personnel

### **Task 2-C: Management Components**

The organization's basic management processes will be reviewed, including:

- Mission, vision, strategic planning, goals, and objectives
- Internal assessment of critical issues
- Internal assessment of future challenges
- Internal and external communications processes
- Document control and security
- Reporting and recordkeeping
- Information technology systems

### **Task 2-D: Capital Assets & Capital Programs**

ESCI will review the status of current major capital assets (facilities, fire apparatus) and analyze needs relative to the existing condition of those assets. Observations will include:

**Facilities**—Tour and make observations in areas related to station efficiency and functionality. This will be a cursory evaluation, and will not involve an engineering or highly technical inspection of the facilities. Items to be contained in the report include:

- Design
- Code compliance
- Future viability & necessity for an additional facilities
- Construction
- Staff facilities
- Safety
- Efficiency

**Apparatus/Vehicles**—Review and make observations regarding the condition and inventory of fire apparatus. This will be a cursory evaluation, and will not involve an engineering or highly technical inspection of the facilities. Items to be reviewed include:

- Age, condition, and serviceability
- Distribution and deployment
- Maintenance
- Potential future needs
- Support equipment

### **Task 2-E: Service-Delivery & Performance**

This analysis will evaluate fire department performance and deployment for the overall system in San Benito County, as well as performance in each specific response-zone (to the extent that data is available).

ESCI will review and make observations in areas specifically involved in, or affecting, service levels, performance, and their likely sustainability. Areas to be reviewed shall include, but not necessarily be limited to:

#### Service Demand Study

- Analysis and geographic display of current service demand by incident type and temporal variation

#### Resource Distribution Study

- Overview of the current facility and apparatus deployment strategy, analyzed through Geographical Information Systems software, with identification of service gaps and redundancies

#### Resource Concentration Study

- Analysis of response time to achieve full effective response force
- Analysis of company and staff distribution as related to effective response force assembly

#### Response Reliability Study

- Analysis of current workload, including unit hour utilization of individual companies (to the extent data is complete)
- Review of actual or estimated failure rates of individual companies (to the extent data is complete)
- Analysis of call concurrency and impact on effective response force assembly

#### Response Performance Summary

- Analysis of actual system reflex time performance, analyzed by individual companies (to the extent data is available)

#### Mutual and automatic aid systems

### **Task 2-F: Support Programs**

ESCI will review and make overall observations involving support programs for the critical areas of training, life-safety services, Fire/EMS quality management, and communications. Items to be reviewed include:

#### **Training**

- General training competencies
- Training administration and those assigned the responsibility of training
- Training schedules and training facilities
- Training procedures, manuals, and protocols
- Maintenance of training records, and methods utilized

#### **Fire Prevention/Public Education Programs**

- Code enforcement activities

- General inspection program
- Fire and life-safety public education programs
- Community Risk Reduction (CRR) activities and/or programs
- Fire investigations
- Pre-incident planning
- Statistical collection and analysis

#### **Task 2-G: Inclusion of the City of Hollister**

ESCI will include each of the Phase II tasks applicable to the City of Hollister and the City of San Juan Bautista, as well as the County.

### **Phase III—Future Delivery Systems Options & Costs**

#### **Task 3-A: Service Delivery Options**

ESCI will develop various options for the provision of fire department services that will ensure the current levels of service is maintained. This may include, but is not necessarily limited to:

- Any redeployment recommendations
- Maintaining the status quo
- Creation of a stand-alone Fire Department
- Identify legal requirements as required under the CORTESE-KNOX-HERTZBERG LOCAL GOVERNMENT REORGANIZATION ACT OF 2000.
- Forming a Joint Powers Authority (JPA) with a willing regional partner(s):
- Contracting fire department services with another entity
- Merger or other legal integration option with a willing regional partner
- Development of a strengths, weakness, opportunities matrix for recommended options
- ESCI will evaluate and present in graphical and descriptive format for each of the deployment option(s):
- Degree of benefit to be gained through implementation models

#### **Task 3-B: Cost & Growth Projections**

ESCI will project community growth and its effect on service demand. Additionally, ESCI will provide an analysis of current costs for the services. These costs will be evaluated for their sustainability and will be used to establish a baseline for comparison to the options identified in Phase IV of this project, specifically as it relates to:

- Facility changes or additions
- Staff changes or additions
- Primary apparatus changes or additions
- Response configuration changes

#### **Task 3-C: Fiscal Analysis**

ESCI uses model budgets for each option to allow a comparative examination of the projected public cost for service. Funding mechanisms are identified and comprehensive financial outcomes are provided for each option offered. These options are contrasted against the baseline costs for the current conditions for each of the three agencies.



- Review and analyze projected budget and revenue
- Develop budget forecast extending to a minimum of five years
- Identify financial issues associated with each option
- Identify efficiencies and areas of short and long-term savings and costs
- Provide benchmark comparisons with regional similar sized jurisdictions.

In addition, ESCI will present an evaluation of various funding advantages and disadvantages for each option, including cost allocation models (as appropriate) where partnerships are identified. Cost allocation models<sup>1</sup> will be run based on:

- Area
- Assessed value
- Deployment
- Service demand
- Fixed rate
- Population
- Multiple variables

### **Task 3-D: Inclusion of the City of Hollister and the City of San Juan Bautista**

ESCI will include each of the Phase III tasks applicable to the City of Hollister and the City of San Juan Bautista, as well as the County.

## **Phase IV—Development, Review, & Delivery of Report**

### **Task 4-A: Development & Review of Draft Report**

ESCI will develop and produce an electronic draft version of the written report for review by the client and client representatives. Client feedback is a critical part of this project and adequate opportunity will be provided for review and discussion of the draft report prior to finalization. The report will include:

- Detailed narrative analysis of each report component structured in easy-to-read sections and accompanied by explanatory support to encourage understanding by both staff and civilian readers
- Clearly designated recommendations highlighted for easy reference and cataloged as necessary in a report appendix
- Supportive charts, graphs, and diagrams, where appropriate
- Supportive maps, utilizing GIS analysis as necessary

### **Task 4-B: Delivery & Presentation of Final Report**

ESCI will complete any necessary revisions of the draft and produce five publication-quality bound, final versions of the written report plus an electronic version in a format of the client's choosing. One formal presentation of the project report will be made by ESCI project team member(s) to staff, elected officials, and/or the general public as necessary and will include the following:

- A summary of the nature of the report, the methods of analysis, the primary findings, and critical recommendations
- Supportive audio-visual presentation
- Review and explanation of primary supportive charts, graphs, diagrams, and maps, where appropriate

- Opportunity for questions and answers, as needed
- All presentation materials, files, graphics, and written material will be provided to the client at the conclusion of the presentation(s)

**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 Fifty Seven Thousand Eighty-Three Dollars (\$57,083),

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

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

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

The Client shall pay *CONTRACTOR* a sum not to exceed **Fifty Seven Thousand Eighty-Three Dollars (\$57,083)** including expenses.

This rate shall include inclusion of all the options listed in attachment "A".

COUNTY shall pay *CONTRACTOR* according to the following schedule:

- A. 10% due at contract signing
- B. Monthly payments as work progresses
- C. Payment shall be made within 30 days of receipt of invoice.
- D. Expenses shall be billed at actual costs.
- E. Any travel costs shall be approved in advance by the Contract Manager and shall be in accordance with the rates and regulations set forth in the County's travel policy.
- F. Payment shall be made at the hourly rates set forth on the next page:

## Hourly Pay Rates

Cameron Phillips, Project Manager	\$162.50/hr
John Stouffer, Associate Consultant	\$137.50/hr
Peter Bryan, Associate Consultant	\$137.50/hr
Pam Feely, Associate Consultant	\$137.50/hr
Elise Fisher, Associate Consultant	\$137.50/hr
Melissa Swank, Quality Assurance/Proof	\$42.00/hr



## ATTACHMENT C

### General Terms and Conditions

#### C-1. INDEMNIFICATION.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

#### **C-8. INDEPENDENT CONTRACTOR.**

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

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

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

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

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

#### **C-11. NONDISCRIMINATION.**

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

#### **C-12. BANKRUPTCY.**

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



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

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

**C-14. NEGOTIATED CONTRACT.**

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

**C-15. SEVERABILITY.**

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

**C-16. ENTIRE CONTRACT.**

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

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

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

**C-18. TERMINATION.**

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

**C-19. NOTICES.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C-29. COUNTERPARTS.**

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

**END OF ATTACHMENT C.**





## **SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM**

Mark Medina  
District No. 1

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: 3/28/2017**

**DEPARTMENT: COUNTY ADMINISTRATION OFFICE**

**DEPT HEAD/DIRECTOR: R. Espinosa**

**AGENDA ITEM PREPARER: Barbara Thompson**

**SBC DEPT FILE NUMBER: 790**

**SUBJECT:**

**COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

Approve Amendment No. 1 to contract with 4Leaf, Inc. for professional services as Interim Director of Resource Management Agency in an amount not to exceed \$234,000.

SBC FILE NUMBER: 790

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

Brent Barnes is retiring from San Benito County. As such, it is necessary for professional assistance to perform the duties of Interim Director of the Resource Management Agency Director. The County Administrative Office executed a 10K contract with 4Leaf for interim professional services and 4Leaf started performing work on Wednesday, March 22, 2017. Under this Amendment No. 1, the Consultant, 4Leaf, will continue to provide department head level professional services as the Interim Director of the Resource Management Agency as set forth below:

The work to be provided will be divided between two professional experts, one of whom acting as

Interim Director of Community Development and one acting as the Interim Director of Planning. Currently the staff will consist of L. Perlin (Community Development) and J. Walgren (Planning), but the assignment of staff may be changed with the written approval of the County.

The contract costs are estimated at a forty-hour work week, divided between the two consultants, billed at an hourly rate of \$195.00/hour.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

It is respectfully recommended that the Board of Supervisors:

1. Approve Amendment No. 1 with 4Leaf, Inc., for department head level professional services as the Interim Director of the Resource Management Agency in a total amount not to exceed \$234,000.00; and
2. Authorize the Chair to sign.
3. Appoint Larry Perlin as the Director of Transportation as set forth in Article IIA of Chapter 3.01 of Title 3 of the San Benito County Code.
4. Appoint James Walgren and Larry Perlin, as co-Interim Directors of the Resource Management Agency.
5. Under any matters pertaining to the authorities and responsibilities granted to the RMA Director under the San Benito County Code, James Walgren is hereby appointed and deemed to be the "Director of the Resource Management Agency" as set forth in Article X of Chapter 3.01 of Title 3 of the San Benito County Code.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
Amendment No. 1	3/24/2017	Standard Contract
Original Contract	3/21/2017	Standard Contract

## AMENDMENT TO CONTRACT

# 1

The County of San Benito ("COUNTY") and 4Leaf, Inc. ("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 March 15, 2017.

#### b. Prior Amendments. (Check one.)

☒ The initial contract previously has not been amended.

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

#### c. Incorporation of Original Contract.

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

### 2. Purpose of this Amendment.

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

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

☒ The term of the original contract is not modified.

☐ The term of the original contract (Exhibit 1) is extended from the current expiration date of \_\_\_\_\_, 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:

☐ 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:**

The total sum under this amendment and the original contract shall not exceed \$234,000. All other payment terms of the original contract remain unchanged.

☐ 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.)

Paragraph 8 of the original contract shall be amended to read:

**8. Information about Contract Administrators.**

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

Contract Administrator for COUNTY:

Contract Administrator for CONTRACTOR:

Name: Louie Valdez on behalf of Ray Espinosa

Name: Kevin J. Duggan

Title: Management Analyst III

Title: President

Address: 481 4<sup>th</sup> Street

Address: 2110 Rheem Drive, Suite A

Hollister, California 95023

Pleasanton, CA 94588

Telephone No.: 831-636-4000., Extension 18

Telephone No.: 925-462-5959

Fax No.: 831-636-4176

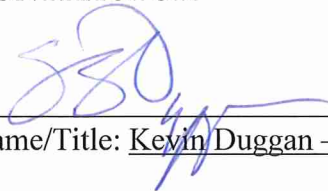
Email: ctole@4leafinc.com

**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: Kevin Duggan – 4LEAF, Inc. President

\_\_\_\_\_  
3/24/2017  
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

\_\_\_\_\_  
Date

**EXHIBIT 1**  
**TO AMENDMENT # 1**

**ORIGINAL  
CONTRACT**

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

## C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and 4Leaf, Inc. ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

**1. Duration of Contract.**

This contract shall commence on March 16, 2017, and end on March 16, 2018, unless sooner terminated as specified herein.

**2. Scope of Services.**

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

**3. Compensation for Services.**

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

**4. General Terms and Conditions.**

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

**5. Insurance Limits.**

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

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

**6. Termination.**

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

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

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

**8. Information about Contract Administrators.**

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

Contract Administrator for COUNTY:  
CONTRACTOR:

Contract Administrator for

Name: Louie Valdez on behalf of Ray Espinosa

Name: Kevin J. Duggan

Title: Management Analyst III

Title: President

Address: 481 4<sup>th</sup> Street

Address: 2110 Rheem Drive, Suite A

Hollister, California 95023

Pleasanton, CA 94588

Telephone No.: 831-636-4000., Extension 18

Telephone No.: 925-462-5959

Fax No.: 831-636-4176

Email: ctole@4leafinc.com

**SIGNATURES**

APPROVED BY COUNTY:

Name: Ray Espinosa

County Administrative Officer

Date: 3/21/17

APPROVED BY CONTRACTOR:

Name: Kevin Duggan

Title: President

Date: 3/16/17

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

By: Barbara Thompson, Acting Assistant County Counsel

Date: 3/16/17

## ATTACHMENT A

### SCOPE OF SERVICES

CONSULTANT shall provide department head level professional services as the Interim Director of the Resource Management Agency as set forth below:

It is noted that the work to be provided will be divided between two professional experts, one of whom acting as Interim Director of Community Development and one acting as the Interim Director of Planning. Currently the proposed staff consist of L. Perlin (Community Development) and J. Walgren (Planning), but the assignment of staff may be changed with the written approval of the County.

The contract costs are estimated at a forty-hour work week, divided between the two consultants.

4Leaf will serve as the San Benito County (County) Interim Resource Management Agency Director. 4Leaf will provide technical assistance and support to the County Administrative Officer, Board of Supervisors, and the community on public works, planning and integrated waste programs, policies, activities, and projects. 4Leaf will serve as the primary link and liaison between the Resource Management Agency and other County departments, elected officials, regional public/regulatory agencies and community and business stakeholders. 4Leaf will provide General Management and Administrative services necessary to management resource management activities. Specific duties will include:

- Manage and oversee the daily operations of the Resource Management Agency (RMA) and provide direction and guidance to the staff of the RMA.
- Prepare written reports, attend meetings, and present information to the County Administrative Officer, Board of Supervisors and Board committees.
- Attend staff level meetings with County staff, regional staff, and regional/regulatory agencies on projects, issues, or other matters of interest to San Benito County.
- Represent the County's interests in disseminating information to public officials, community leaders, developers, contractors, and the general public.
- Review and provide opinions on initial inquiries relating to land development matters. *Plan review serves on development applications are beyond the scope of these services and will be billed on an hourly time and materials basis, the cost of which shall be approved by the County in writing in advance, as allowed by separate contract with 4Leaf.*
- Proactively establish working relationships and coordination with other public agencies and utility companies related to planning, public works, integrated waste, municipal engineering, and landscape matters.



- Working closely with the consultants under contract with the County, assist in the review of County Departments, and assist in implementing recommendations.
- Under the direction of the County Administrative Officer, administer long and short-range capital improvement programs compatible with the economic capabilities of the County.
- Working closely with the Auditor's Office and under the direction of the County Administrative Officer, to manage operating budgets compatible with the economic capabilities of the County.
- Provide technical recommendations on regional policy issues relevant to the County.
- Assist in developing staff capabilities within the Resource Management Agency.
- Assess opportunities to engage in the broader community in the work of the department and the County.
- Staff the Planning Commission and provide department head level oversight in all planning matters pending in the County.
- Provide department head level oversight over the Integrated Waste section of the RMA.
- Provide department head level oversight over the Public Works section of the RMA.
- Additional specific duties will include those duties set forth in the job description for the Resource Management Agency Director, which is quoted in part below:

Under administrative direction of the County Administrative Officer (CAO), the Resource Management Agency Director plans, organizes, manages and directs the Resource Management Agency (RMA) for the County of San Benito; and performs related work as required. The RMA Director is responsible for administering and managing the following service areas that make up the RMA: Development Services, Engineering, Long Range Planning, Capital Projects, Integrated Waste Management and other divisions that may be added to the RMA in the future.

Serve(s) as the administrative and operations head of the County's Resource Management Agency. Examples of duties include:

1. Plans, organizes, directs, and coordinates the programs, activities, and operations of the County's RMA and its subsidiary agencies.
2. Establishes and maintains goals, objectives, and plans for carrying out the functions of the Agency.

3. Implements improvements, determines and recommends plans for establishing new service programs of major changes in methods or levels of service delivery.
4. Analyzes and evaluates program results as related to objectives and policy guidelines.
5. Reviews program funding needs, formulates budget guidelines and controls program activities within budgetary limits and policies. Directs the preparation of agency program
6. Budgets for the County Administrative officer and the Board of supervisors.
7. Develops and recommends the annual Agency budget and capital improvements programs and presents and justifies them to the County Administrative Officer and the Board of Supervisors.
8. Directs the training and professional development of Agency personnel and evaluates their performance.
9. Manages and coordinates the Agency's programs, plans and operations between division heads.
10. Coordinates Agency's programs, services and administrative functions with those of other agencies and departments.
11. Advises the Board of Supervisors, County Administrative officer and/or appointive Boards and Commissions on long range planning.
12. Manages a one-stop Development Services permit-processing program.
13. Communicates with the public in individual, group and public meeting settings the work of the agency and the County and actively engages with the many diverse communities in the County to effectively deliver the services and products of the Agency.
14. Develops and recommends a comprehensive range of options to enhance the financing of the County road system.
15. Serves as the liaison between the Board of Supervisors/County Administrative Officer and the San Benito County Planning Commission, Association of the Monterey Bay Area Governments, Local Agency Formation Commission (LAFCO), and other agencies or commissions impacting Agency services.
16. Controls, monitors and evaluates each of the Agency's programs and services. Directs the preparation or evaluation of legislation affecting the operations of the department.
17. Directly and indirectly supervise all employees.

**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

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:

Consultant shall be reimbursed at the rate of \$195.00 per hour, regardless of whether or not Consultant works more than 40 hours per week (no overtime). There shall be no administrative mark-up or overhead billed on the hours worked. Travel time shall not be reimbursable.

**END OF ATTACHMENT B**

## ATTACHMENT C

### General Terms and Conditions

#### C-1. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

#### **C-8. INDEPENDENT CONTRACTOR.**

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

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

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

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

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

#### **C-11. NONDISCRIMINATION.**

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

#### **C-12. BANKRUPTCY.**

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

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

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

**C-14. NEGOTIATED CONTRACT.**

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

**C-15. SEVERABILITY.**

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

**C-16. ENTIRE CONTRACT.**

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

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

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

**C-18. TERMINATION.**

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

**C-19. NOTICES.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C-29. COUNTERPARTS.**

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

**END OF ATTACHMENT C.**



## **SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM**

Mark Medina  
District No. 1

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: 3/28/2017**

**DEPARTMENT: COUNTY ADMINISTRATION OFFICE**

**DEPT HEAD/DIRECTOR: Ray Espinosa**

**AGENDA ITEM PREPARER: Barbara Thompson**

**SBC DEPT FILE NUMBER: 425**

**SUBJECT:**

**COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

Approve Amendment No. 3 to the contract with the City of Hollister to provide animal control services, extending the term of the contract through June 30, 2017, and thereafter on a month to month basis.

SBC FILE NUMBER: 425

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The County historically has contracted with the City of Hollister to provide animal control services. The current contract has been in place since July 1, 2013, and is due to expire March 31, 2017. The proposed amendment extends the current contract by an additional three months, to June 30, 2017, and thereafter on a month to month basis.

**BUDGETED:**



Yes

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Approve Amendment No. 3 to the contract with the City of Hollister for animal control services, extending the term of the contract to June 30, 2017, and thereafter on a month to month basis.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description	Upload Date	Type
Amendment No. 3	3/22/2017	Standard Contract
Amendment no. 2	12/4/2016	Standard Contract
Amendment No. 1 and Original contract	12/8/2016	Standard Contract

## AMENDMENT TO CONTRACT #3

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

### 1. Existing Contract.

#### a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated July 1, 2013.

#### 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: July 25, 2016, December 19, 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 from the current expiration date of March 31, 2017, to a new expiration date of June 30, 2017. After June 30<sup>th</sup>, this contract shall be extended on a month to month basis, to the 1<sup>st</sup> day of each successive month, unless a 30 day written notice of termination is provided by either party

#### b. Scope of Services. (Check one.)

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

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

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

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

#### **New Scope of Services:**

(Insert new services.)

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

☒ The payment terms in the original contract (Exhibit 1) are not modified.

**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.

Information about Contract Administrators is amended to read:

Contract Administrator for COUNTY:	Contract Administrator for CITY:
Ray Espinosa	William Avera
County Administrative Officer	City Manager
481 4 <sup>th</sup> Street Hollister, CA 95023	375 Fifth Street Hollister, CA 95023
(831)636-4000	(831)636-4305
(831)636-4010 (fax)	(831)636-4310 (fax)

**CONTRACTOR**

\_\_\_\_\_  
Name/Title: Mayor Ignacio Velazquez

\_\_\_\_\_  
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

\_\_\_\_\_  
**APPROVED AS TO LEGAL FORM:**

City of Hollister, City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT 1  
TO AMENDMENT # \_\_\_\_\_**

**ORIGINAL  
CONTRACT**

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



## AMENDMENT TO CONTRACT #2

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

### 1. Existing Contract.

#### a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated July 1, 2013.

#### 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: July 25, 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 from the current expiration date of December 31, 2016, to a new expiration date of July 1, 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:

(Insert modified or new services.)

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

#### New Scope of Services:

(Insert new services.)

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

☒ The payment terms in the original contract (Exhibit 1) are not modified.

**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.

Information about Contract Administrators is amended to read:

Contract Administrator for COUNTY:	Contract Administrator for CITY:
Ray Espinosa	William Avera
County Administrative Officer	City Manager
481 4 <sup>th</sup> Street Hollister, CA 95023	375 Fifth Street Hollister, CA 95023
(831)636-4000	(831)636-4305
(831)636-4010 (fax)	(831)636-4310 (fax)

## CONTRACTOR

\_\_\_\_\_  
Name/Title: Mayor Ignacio Velazquez

\_\_\_\_\_  
Date

## COUNTY

San Benito County Board of Supervisors

\_\_\_\_\_  
Robert Rivas, Chair

\_\_\_\_\_  
Date

## APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

\_\_\_\_\_  
**APPROVED AS TO LEGAL FORM:**

City of Hollister, City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT 1  
TO AMENDMENT # \_\_\_\_\_**

**ORIGINAL  
CONTRACT**

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

## AMENDMENT TO CONTRACT

#1

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

### 1. Existing Contract.

#### a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated July 1, 2013.

#### 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 June 30, 2016, to a new expiration date of December 31, 2016.

#### 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:

(Insert modified or new services.)

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

#### New Scope of Services:

(Insert new services.)



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

☒ The payment terms in the original contract (Exhibit 1) are not modified.

**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.

Information about Contract Administrators is amended to read:

Contract Administrator for COUNTY:	Contract Administrator for CITY:
Ray Espinosa	William Avera
County Administrative Officer	City Manager
481 4 <sup>th</sup> Street Hollister, CA 95023	375 Fifth Street Hollister, CA 95023
(831)636-4000	(831)636-4305
(831)636-4010 (fax)	(831)636-4310 (fax)

**CONTRACTOR**



Name/Title: Mayor Ignacio Velazquez

7.25-16

Date

**COUNTY**

San Benito County Board of Supervisors




Robert Rivas, Chair

8/23/16

Date

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office



6/17/16

Date

**APPROVED AS TO LEGAL FORM:**

City of Hollister, City Attorney



7/12/16

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.)

Original

0130022

## CONTRACT

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

1. **Duration of Contract.**

This contract shall commence on July 1, 2013, and end on June 30, 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 Attachments A and B. Attachments A and B are 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 its self-insurance policy of \$3 Million.

6. **Termination.**

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

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

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

8. **Information about Contract Administrators.**

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

Contract Administrator for COUNTY:

Name: Ray Espinosa

Title: Interim County Administrative Officer

Address: 481 Fourth Street

Hollister, California 95023

Telephone No.: (831) 636-4000

Fax No.: (831) 636-4010

Contract Administrator for CONTRACTOR:

Name: Clint Quilter

Title: City Manager

Address: 375 Fifth Street

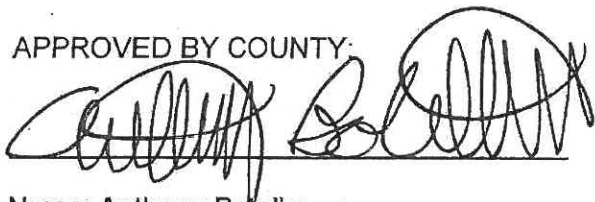
Hollister, California 95023

Telephone No.: (831) 636-4305

Fax No.: (831) 636-4310

**SIGNATURES**

APPROVED BY COUNTY:

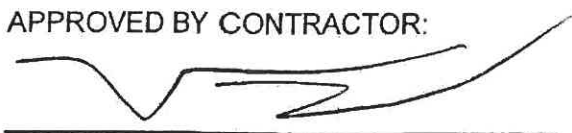


Name: Anthony Botelho

Chair, San Benito County Board of Supervisors

Date: 6-18-13

APPROVED BY CONTRACTOR:



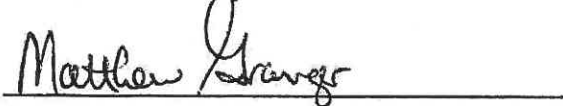
Name: Ignacio Velazquez

Title: Mayor, City of Hollister

Date: 6-17-2013

**APPROVED AS TO LEGAL FORM:**

Barbara Thompson, Assistant County Counsel  
San Benito County

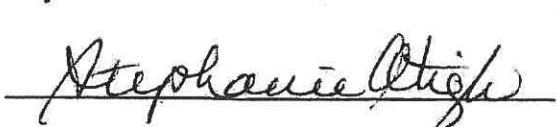


By: MATTHEW GRANGER

Date: 6-18-2013

**APPROVED AS TO LEGAL FORM:**

Stephanie Atigh, City Attorney  
City of Hollister



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

Date: 6-18-2013



## ATTACHMENT A

### Scope of Services

The City of Hollister owns and operates the Hollister Police Animal Care and Services (ACS). The ACS provides for care of animals, maintenance of a sheltering facility, equipment and vehicles for the operation. The ACS retains skilled officers and employees to manage, operate and maintain the sheltering facility and all animals under their care.

The County of San Benito does not have a sheltering facility and therefore desires to contract with the City of Hollister to provide animal control services, through the City's ACS, for animals or cases arising on lands in the unincorporated areas of the County of San Benito.

The services provided to the County of San Benito by the City of Hollister's ACS for services for those animals or cases arising on lands in the unincorporated areas of the County of San Benito include:

- A. Administer animal control services and sheltering of animals.
- B. Enforce and adhere to all applicable laws and regulations of the state or County of San Benito as they relate to animal control.
- C. Issue licenses, collect all applicable fees and fines, and account for the collection of all revenues received.
- D. Track expenditures and audit the County's share of expenditures, less revenues collected for animal control services and animal sheltering.
- E. Issue criminal citations, when necessary.
- F. Issue administrative citations pursuant to the County Administrative Citation ordinance as they relate to the San Benito County Animal Control ordinance, subject to the County's continuing delegation of authorization and/or any applicable County resolutions and policies regarding the issuance of Administrative Citations.
- G. Provide quarterly status reports that include a recap of the services provided to the County including, expenditures made, revenues collected and a summary of overall program goals and objectives.

The services provided by the County of San Benito, solely at the expense of San Benito County, for those animals or cases arising on lands in the unincorporated areas of the County of San Benito:

- A. To provide legal counsel for cases before the Superior Court or designated staff to act as Hearing Officers for dangerous dog cases if required.
- B. To retain a County Veterinarian to assist the ACS.
- C. To direct the County Public Health Officer and/or designated staff to assist the ACS regarding dangerous dogs, biting dogs and potential Rabies cases.
- D. To request the San Benito County Sheriff's Office to assist the ACS if requested by ACS, with services requiring a sworn officer.
- E. To request the San Benito County Sheriff's office to respond when necessary to assist in investigations regarding animal complaints, code violations and animal cruelty reporting.

Additional services not covered by this agreement are listed below and can be provided at the expense of either party to this agreement or to the owner of the animal herein referred to as the responsible party.

A. Livestock Hauling -

- i. Any livestock that is reported loose on county/city roads or highways, that is considered a public safety issue and requires a response by ACS to collect, transport and care for the animal is an additional expense. Services may include contracting with an outside vendor for this service.
- ii. Costs for this service will be borne by the owner of the animal who is recognized as the responsible party.
- iii. If no responsible party is identified then the jurisdiction where the animal is found will bear the cost. Restitution for any services rendered will be reimbursed to the jurisdiction with the loss.

B. Large Dead Animal Removal-

- i. Any large dead animal (ie. horses, cows, alpacas, llamas, deer, and other livestock) that is reported on county/city roads or highways and is considered a public safety issue and requires a response by ACS to collect, transport and dispose of the animal is an additional expense. Services may include contracting with an outside vendor for this service.
- ii. Any owner of a large dead animal that is requesting services from ACS to collect, transport and dispose of an animal will be an expense to the owner of the animal. Services may include contracting with an outside vendor for this service.
- iii. If no responsible party is identified then the jurisdiction where the animal originated will bear the cost. If the jurisdiction where the animal originated can not be determined, the County shall bear the cost. Restitution for any services rendered will be reimbursed to the jurisdiction with the loss.

C. Major Cruelty Cases or Major Incidents -

- i. Any major animal cruelty case (i.e. puppy mills, hoarding of animals, cockfighting cases or large rooster operations) that require a substantial investment of time and resources by the animal control staff and/or City/County law enforcement will be charged in full to the responsible party. If no responsible party is found or if the responsible party cannot pay, the jurisdiction where the case originated shall bear the cost. Restitution for any services or costs will be reimbursed to the jurisdiction with the loss.

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 55% of the total expense, as defined herein of the proposed annual budget for ACS, less costs for 911 communication, infrastructure radio contracts, vehicles replacement, and fixed assets. The total expense less any revenues collected on behalf of the County will be invoiced, as agreed upon by both entities, for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

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

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

The "City" will submit a proposed Animal Control budget less costs for 911 communication and radio contracts, to the "County" contract administrator no later than April prior to the new fiscal year beginning in July. The annual budget agreed upon by both entities will remain constant for the fiscal year.

On a quarterly basis, the "City" will invoice the "County" at 55% of the actual expenditures, less any fees collected on behalf of the County. By the third quarter, if expenditures incurred by the "City" begin to exceed percentage levels of 75%, the "City" contract administrator will notify the "County" contract administrator, to meet and negotiate about how the parties will handle the variance in the budget..

"Total Expenses" is defined as the expenditures incurred by the "City" in providing services, as identified in the Animal Control Bureau - Budget Unit #2025 less costs for 911 communications and infrastructure radio contracts, vehicle replacement, and fixed assets.

The County shall not be responsible for the cost of any facility remodel or building cost unless the County approves the cost in advance, in writing.

License Fees, Fines, and Impoundment Charges will be set by each agency through ordinance, resolution or court fee schedule. The Animal Control Bureau will be responsible to collect, track and record fees as agreed upon. The license fees, fines, and impoundment charges attributable to County animals will be collected by the City on behalf of the County and will provide revenues to offset the County's cost of the program. The City will hold County's revenues in a separate account to be applied toward the County's program costs which will offset the cost each quarter.

**END OF ATTACHMENT B.**

## **ATTACHMENT C**

### **General Terms and Conditions**

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

CITY 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, except that neither party shall be responsible for the willful misconduct of the other party.

#### **C2 COMPLIANCE WITH APPLICABLE LAWS.**

CITY 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.

#### **C3. 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 CITY without the prior written consent of COUNTY, which consent shall not be unreasonably withheld, and any attempted assignment or delegation without such consent shall be void.

#### **C-4. NEGOTIATED CONTRACT.**

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

#### **C-5. SEVERABILITY.**

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

#### **C-6. 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-7. TIME IS OF THE ESSENCE.**

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



#### **C-8. 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-9, below. In the event of termination, COUNTY shall pay CITY for all work satisfactorily performed prior to the effective date of the termination.

#### **C-9. NOTICES.**

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

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 6 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-10. 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-11. MATERIALITY.**

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

#### **C-12. 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 CITY'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-13. AUTHORITY AND CAPACITY.**

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

#### **C-14. CUMULATIVE 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-15. 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-16. 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-17. COUNTERPARTS.**

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

#### **C-18. INDEPENDENT CONTRACTOR.**

CITY and its officers, employees and volunteers, in the performance of this contract, are independent contractors in relation to the COUNTY and not officers, employees or volunteers, of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer, employee or volunteer of COUNTY. CITY shall be solely liable for all applicable taxes or benefits (if any), including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits may arise out of the performance of this contract, and for all workers compensation coverage.

**END OF ATTACHMENT C.**

**RESOLUTION NO. 2012-81**

**A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF HOLLISTER  
AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT TO PROVIDE  
ANIMAL CONTROL SERVICES TO THE COUNTY OF SAN BENITO**

**WHEREAS**, the City of Hollister and County of San Benito have had an existing contract for the last three years for animal control services; and

**WHEREAS**, the Hollister Police Department Animal Care and Services Bureau provides animal control services to the unincorporated area of the county; and

**WHEREAS**, the public safety services are a vital part of the services the County and the City provides to the residents of San Benito County; and

**WHEREAS**, the existing three year contract is due to end on June 31, 2013; and

**WHEREAS**, the City and the County realized the benefit of collaborating in providing service to the communities of the City of Hollister and the County of San Benito; and

**WHEREAS**, both the City and the County wish to continue the services with a new three year contract;


**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of Hollister authorizes the City Manager to sign a Contract with the County of San Benito for the Hollister Police Animal Care and Services Bureau to provide animal control services to the County of San Benito.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Hollister on the 17th day of June 2013 by the following vote:


**AYES:** Council Members Valdivia, Friend, Scattini, Gomez, and Mayor Velazquez.

**NOES:** None.

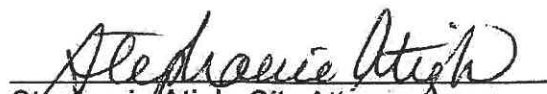
**ABSENT:** None.

  
\_\_\_\_\_  
Ignacio Velazquez, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Geri Johnson, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Stephanie Atigh, City Attorney

DUPLICATE OF ORIGINAL  
ON FILE IN THE  
OFFICE OF THE CITY CLERK  
CITY OF HOLLISTER



## **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: 3/28/2017**

**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 Amendment No. 3 to Contract with Ray Espinosa, County Administrative Officer.  
SBC FILE NUMBER: 160

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

On November 19, 2013, the Board of Supervisors approved a contract with Ray Espinosa regarding terms of service as the County Administrative Officer. The contract has been amended twice previously. Amendment No. 3 is presented for the Board's approval.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:****STAFF RECOMMENDATION:**

Approve Amendment No. 3 to Contract with Ray Espinosa, County Administrative Officer.

**ADDITIONAL PERSONNEL:****ATTACHMENTS:**

Description

Upload Date

Type

Amendment #3

3/22/2017

Cover Memo



## AMENDMENT TO CONTRACT

#3

The County of San Benito ("COUNTY") and Ray Espinosa ("EMPLOYEE") enter into this Amendment to Contract ("Amendment #3") 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. Original Contract.

COUNTY and EMPLOYEE acknowledge that the parties entered into an Original Contract, dated November 19, 2013.

#### b. Prior Amendments. (Check one.)

☐ The initial contract previously has not been amended.

☒ The Original Contract was previously amended. The date of the prior amendment is as follows: November 4, 2014, November 22, 2016

#### c. Incorporation of Original Contract.

The Original Contract and any prior amendments to the Original Contract (hereafter collectively referred to as the "Original Contract") are attached to this Amendment #3 as Exhibit 1 and made a part of this Amendment #3.

### 2. Purpose of this Amendment.

The purpose of this Amendment #2 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, paragraph 1, is modified to read as follows:

#### b. Scope of Services. (Check one.)

☒ The services specified in the Original Contract (Exhibit 1) are not modified.

#### 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), Paragraph 6A is modified as set forth below:

### 6. COMPENSATION OF EMPLOYEE:

A. Annual Salary: As compensation for the services to be rendered by EMPLOYEE hereunder, COUNTY shall pay EMPLOYEE an annual salary of two hundred eleven thousand eight hundred and eighteen dollars (\$211,818) annually beginning April 9, 2017, and payable in pro rata installments at the same time and in the same manner as other employees of the COUNTY are paid. The COUNTY shall pay EMPLOYEE two hundred twenty-two thousand and eighty-four dollars (\$222,084) annually the beginning of the pay period following completion of EMPLOYEE'S undergraduate degree, as evidenced by the submittal of course transcripts or other proof

of completion acceptable to the Board of Supervisors, and payable in pro rata installments at the same time and in the same manner as other employees of the COUNTY are paid. Cost of living and step increases will follow the same rules as those for other County Appointed Department Heads. The Board of Supervisors may, at any time during the term of this Amendment #3, increase EMPLOYEE'S salary provided that any increase is agreed upon through a majority vote by the Board of Supervisors in open session of a regularly scheduled Board meeting.

**d. Other Terms. (Check one.)**

- ☒ There are no other terms of the original contract that are modified.  
☐ Paragraphs 9 and 11 are modified as set forth below:

**3. Other Terms.**

All other terms and conditions of the Original Contract (Exhibit 1) that are not changed by this Amendment #3 shall remain the same.

**EMPLOYEE:**

\_\_\_\_\_  
Ray Espinosa, County Administrative Officer

\_\_\_\_\_  
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

\_\_\_\_\_  
Date

## **EXHIBIT 1 TO AMENDMENT # 3**

# **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  
#2**

The County of San Benito ("COUNTY") and Ray Espinosa ("EMPLOYEE") enter into this Amendment to Contract #2 ("Amendment #2") 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. Original Contract.**

COUNTY and EMPLOYEE acknowledge that the parties entered into an Original Contract, dated November 19, 2013.

**b. Prior Amendments. (Check one.)**

☐ The initial contract previously has not been amended.

☒ The Original Contract was previously amended. The date of the prior amendment is as follows: November 4, 2014.

**c. Incorporation of Original Contract.**

The Original Contract and any prior amendments to the Original Contract (hereafter collectively referred to as the "Original Contract") are attached to this Amendment #2 as Exhibit I and made a part of this Amendment #2.

**2. Purpose of this Amendment.**

The purpose of this Amendment #2 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, paragraph 1, is modified to read as follows:

**1. TERM AND ROLLOVER:**

The three-year term established in Amendment # 1, November 4, 2014, through November 4, 2017, is hereby amended to a term of four years, from November 22, 2016 through November 22, 2020 (hereinafter the "Amended Term"). The terms and conditions of this Amendment #2 shall continue in full force and effect and "rollover" on an annual basis unless a written Notice to Terminate this Amendment #2 is received by the EMPLOYEE from the COUNTY in accordance with paragraph 11A set forth below. Any rollover after the expiration of the Amended Term shall be for a period of one year and shall continue to rollover on an annual basis unless written Notice to Terminate this Amendment #2 is received by the EMPLOYEE from the COUNTY.

**b. Scope of Services. (Check one.)**

☒ The services specified in the Original Contract (Exhibit I) are not modified.



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), Paragraph 6A is modified as set forth below:

6. **COMPENSATION OF EMPLOYEE:**

A. **Annual Salary:** As compensation for the services to be rendered by EMPLOYEE hereunder, COUNTY shall pay EMPLOYEE an annual salary at the rate set forth in the COUNTY'S current Department Head Salary Plan for the County Administrative Officer at Step "E," effective November 6, 2016, and payable in pro rata installments at the same time as other employees of the COUNTY are paid. The COUNTY shall pay EMPLOYEE Step "F" of the Department Head Salary Plan the beginning of the pay period following completion of EMPLOYEE'S undergraduate degree, as evidenced by the submittal of course transcripts or other proof of completion acceptable to the Board of Supervisors, and payable in pro rata installments at the same time as other employees of the COUNTY are paid. Cost of living and step increases will follow the same rules as those for other County Appointed Department Heads. The Board of Supervisors may, at any time during the term of this Amendment #2, increase EMPLOYEE'S salary provided that any increase, with the exception of increases provided all Appointed Department Heads, is agreed upon through a majority vote by the Board of Supervisors in open session of a regularly scheduled Board meeting.

d. **Other Terms. (Check one.)**

- ☐ There are no other terms of the original contract that are modified.  
☒ Paragraphs 9 and 11 are modified as set forth below:

9. **PERSONAL GOALS AND OBJECTIVES:**

EMPLOYEE is in the process of completing his bachelor's degree. If EMPLOYEE desires to continue his professional education at the master's degree level, cost of such professional development/education shall be borne by EMPLOYEE, unless otherwise agreed to by the Board of Supervisors. However, the Board recognizes in light of the value that such education will provide to the COUNTY, that EMPLOYEE may attend such classes during working hours without the use of leave hours, as the Board may approve from time to time, as long as educational coursework does not interfere with his duties as CAO. Further, travel expenses (hotel, mileage, and per diem) shall be reimbursable pursuant to the COUNTY'S travel policy or as may be approved by the Board of Supervisors. EMPLOYEE agrees to attend classes in Sacramento, CA, whenever possible in order to reduce reimbursable travel costs. EMPLOYEE will be eligible for tuition reimbursement in the same manner and in the same amount as provided for all COUNTY employees under the COUNTY'S applicable reimbursement policies.

11A. **Termination by Employer:**

EMPLOYEE shall serve "at-will" and the COUNTY may terminate EMPLOYEE at any time with or without cause, upon written Notice of Termination to EMPLOYEE.

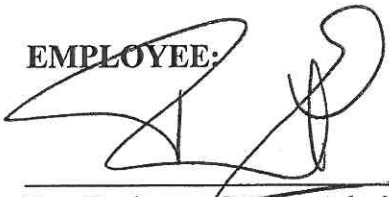


Notice of Termination shall be effective upon the date of personal service upon the EMPLOYEE or three days after first class mailing postage pre-paid to EMPLOYEE's last known address on file with the COUNTY's Human Resources Department (hereinafter the "Effective Date"). The parties hereby expressly waive any County Code provisions to the contrary, and/or any other County rules relating to notice of dismissal or termination and to any rights to hearing or appeal thereon. In the event of such termination, while the EMPLOYEE is ready, willing, and able to perform the duties of the County Administrative Officer, the COUNTY shall pay the EMPLOYEE a cash severance payment equal to twelve (12) month's pay from the Effective Date of the written Notice to Terminate. The severance payment shall be based solely upon the following: (1) EMPLOYEE'S salary at the time of termination and (2) the monetary contribution paid by the COUNTY towards the EMPLOYEE'S health insurance. At COUNTY'S option, severance may be paid bi-weekly for the remainder of the severance period or in one payment. EMPLOYEE shall be entitled to a payout of all vacation and sick time accumulated upon the Effective Date of the Notice of Termination in the same manner and in the same amount as other Appointed Department Heads.

**3. Other Terms.**

All other terms and conditions of the Original Contract (Exhibit 1) that are not changed by this Amendment #2 shall remain the same.


**EMPLOYEE:**

  
\_\_\_\_\_  
Ray Espinosa, County Administrative Officer

11/14/16  
Date

**COUNTY:**

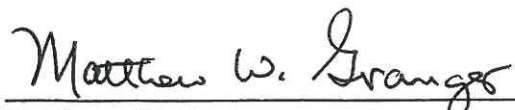
San Benito County Board of Supervisors

  
\_\_\_\_\_  
Robert Rivas, Chair

11/22/16  
Date

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

  
\_\_\_\_\_  
Matthew W. Granger  
County Counsel  
County of San Benito

11-14-2016  
Date

## AMENDMENT TO CONTRACT

#1

The County of San Benito ("COUNTY") and Ray Espinoza ("EMPLOYEE") 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 EMPLOYEE acknowledge that the parties entered into a contract, dated November 19, 2013.

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), paragraph 1, is modified to read as follows:

1. TERM AND ROLLOVER: The Employer hired Employee and Employee accepted employment with Employer beginning November 19, 2013 as the County Administrative Officer for an initial term of two years (hereinafter the "Initial Term"). Upon the approval of this Amendment No. 1, the Board of Supervisors hereby establishes an "Amended Term" of the Agreement for a three year period of time, November 4, 2014 through November 4, 2017. The terms and conditions of this Agreement shall continue in full force and effect and "rollover" on an annual basis unless a written Notice of Intent to Terminate this Agreement is received by the Employee from the Employer ninety (90) calendar days before

the expiration of the Amended Term. Any rollover after the expiration of the Amended Term shall be for a period of one year and shall continue to rollover on an annual basis unless written notice of intent to terminate this Agreement is received by the Employee from the Employer ninety (90) calendar days before the expiration of the Amended Term anniversary date.

b. Scope of Services. (Check one.)

- ☒ [X] The services specified in the original contract (Exhibit I) are not modified.  
☐ [ ] The services specified in the original contract (Exhibit I) are modified as specified below: (Check one.)  
☐ [ ] The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:  
(Insert modified or new services.)

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

New Scope of Services:  
(Insert new services.)

c. Payment Terms. (Check one.)

- ☐ [ ] The payment terms in the original contract (Exhibit I) are not modified.  
☒ [X] The payment terms in the original contract (Exhibit I), Paragraph 6A is modified as set forth below:

6. COMPENSATION OF EMPLOYEE:

A. Annual Salary: As compensation for the services to be rendered by Employee hereunder, Employer shall pay Employee an annual salary at the rate as set forth in the County's current Department Head Salary Plan for the County Administrative Officer at Step "B<sub>2</sub>" effective November 4, 2014, and payable in pro rata installments at the same time as other employees of the County are paid. Cost of living and step increases will follow the same rules as those for other County Appointed Department Heads.

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 I) which are not changed by this amendment shall remain the same.

EMPLOYEE

  
Name/Title: Ray Espinosa, County Administrative Officer


CAO

10/29/14

Date

COUNTY

San Benito County Board of Supervisors

  
Jerry Musizet, Chair

11/4/14

Date

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

  
Barbara Thompson

10/29/14

Date

## EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into on this 19th day of November of 2013 (hereinafter the "Effective Date" of this Agreement), by and between the BOARD OF SUPERVISORS on behalf of the COUNTY OF SAN BENITO, a political subdivision of the State of California (hereinafter "Employer"), and RAY ESPINOSA (hereinafter "Employee") pursuant to these terms and conditions:

WHEREAS, the Employer and Employee mutually desire to set forth herein certain procedures, benefits, and requirements regarding the employment of Employee by the Employer; and,

WHEREAS, the Employer desires to employ the services of Employee as County Administrative Officer of said County under the terms and conditions recited herein; and,

WHEREAS, Employee desires to accept employment as the County Administrative Officer of said County under the terms and conditions recited herein,

NOW, THEREFORE, the Employer and Employee hereby mutually covenant and agree to the following:

1. TERM AND ROLLOVER: The Employer hereby hires Employee and Employee hereby accepts employment with Employer beginning upon the Effective Date set forth above for an initial term of two years (hereinafter the "Initial Term"). The terms and conditions of this Agreement shall continue in full force and effect and "rollover" on an annual basis unless a written Notice of Intent to Terminate this Agreement is received by the Employee from the Employer ninety (90) calendar days before the expiration of the Initial Term. Any rollover after the expiration



of the Initial Term shall be for a period of one year and shall continue to rollover on an annual basis unless written notice of intent to terminate this Agreement is received by the Employee from the Employer ninety (90) calendar days before the expiration of the Initial Term anniversary date.

3. TITLE AND DESCRIPTION OF DUTIES:

A. The Employee shall serve as County Administrative Officer of the County of San Benito. In that capacity, Employee shall do and perform all duties, services, acts, or things necessary or advisable to fulfill the duties of County Administrator as specified by law and as specified in the San Benito County Code and Resolutions as may be amended from time to time.

B. Any evaluation or review of the Employee's performance shall be conducted in the same manner as evaluations and annual reviews for other Appointed Department Heads. Any evaluation or review of the Employee's performance shall be considered and discussed with the Employee in closed session of the Board of supervisors pursuant to Government Code Section 54957.

4. LOYAL AND CONSCIENTIOUS PERFORMANCE OF DUTIES: Employee agrees that to the best of his ability and experience he will at all times loyally and conscientiously perform all of the duties and obligations required of him either expressly or implicitly by the terms of this Agreement.

5. DEVOTION OF ENTIRE TIME TO EMPLOYER'S BUSINESS:

A. Employee shall devote his entire professional productive time, ability, and attention to the business of Employer during the term of this Agreement.

B. During the term of this Agreement, Employee shall not engage in any other business duties or pursuits whatsoever. Furthermore, during the term of this Agreement, Employee

shall not, whether directly or indirectly, render any services of a commercial or professional nature to any other person or organization without the prior written consent of the Board of Supervisors. However, the expenditure of reasonable amounts of time for educational, charitable, or professional activities performed on Employee's time off shall not be deemed a breach of this Agreement if those activities do not materially interfere with the services required under this Agreement and shall not require the prior written consent of the Board of Supervisors.

C. This Agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this Agreement or present a conflict of interest.

6. COMPENSATION OF EMPLOYEE:

A. Annual Salary: As compensation for the services to be rendered by Employee hereunder, Employer shall pay Employee an annual salary at the rate as set forth in the County's current Department Head Salary Plan for the County Administrative Officer at Step "A," and payable in pro rata installments at the same time as other employees of the County are paid. Cost of living and step increases will follow the same rules as those for other County Appointed Department Heads.

B. Automobile Insurance: Employee shall provide Employer a Certificate of Insurance showing comprehensive automobile liability coverage at amounts as may be established by County Policy. Employee shall be personally responsible for the purchase and maintenance of the insurance policy required herein and shall annually provide Employer the required insurance certificate.

C. Tax Withholding: Employer shall have the right to deduct or withhold from the compensation due to Employee hereunder any and all sums required for federal income and all state or local taxes now applicable or that may be enacted and become applicable in the future.

D. County Benefits: Employee shall be provided with all other County benefits, including, but not limited to, vacation accrual, sick leave, administrative leave (eighty (80) hours), medical, dental, and life insurance, car allowance, and retirement plans at the same rates and in the same amounts as typically provided to other Appointed Department Heads, except as otherwise specified in this Agreement.

7. CUMULATIVE VACATION LEAVE UPON TERMINATION:

A. Upon termination for any reason whatsoever, Employer shall compensate Employee for all accrued vacation leave and said compensation shall be based upon Employee's salary as of the date of employment termination and in accordance with applicable County policy.

B. In the event the Employee voluntarily resigns or dies while employed by the County under this Agreement or any renewals thereof, the Employee or his beneficiaries or those entitled to his estate, shall be entitled to his earned salary and any other benefits as allowed by current applicable County policy.

B. GOALS AND OBJECTIVES FOR THE COUNTY: No later than December 31, 2013, Employee shall present to the Board of Supervisors his "Goals and Objectives" for the further development and administration of the County. At a minimum, the "Goals and Objectives" shall contain the Employee's plan for the restructuring of the County's Administrative Office and any other plans for the development or restructuring of any other County department or office.

9. PERSONAL GOALS AND OBJECTIVES: Employee is encouraged to pursue continuing professional education towards obtaining a bachelor's degree from an accredited college/university within two (2) years of the Effective Date of this Agreement. Cost of such professional development/education shall be borne by Employee, unless otherwise agreed to by the Board of Supervisors. Concurrent with the Employee's presentation to the Board of Supervisors of his "Goals and Objectives" for the County, the Employee shall also provide Board of Supervisors with his "Personal Goals and Objectives," which shall provide at a minimum Employee's plan to obtain his bachelor's degree and any other professional certification or training.

10. SEMINARS AND CONFERENCES: Employee may attend official or professional meetings and occasions necessary and consistent with the performance of his official functions for the Employer, including, but not limited to, annual and special conferences of the California Administrative Officers Association of California (CAOAC) and the California State Association of Counties (CSAC) and such other regional and local governmental groups and committees thereof on which Employee may serve as a member. These conferences shall be consistent with the type and number of conferences customarily attended by County Administrative Officers of the County. Employee shall be reimbursed for all travel expenses in accordance with the County's adopted travel policies.

11. TERMINATION OF EMPLOYMENT:

A. Termination by Employer: Notwithstanding the terms and conditions contained in Section 1 above, Employer may immediately terminate Employee at any time without cause upon written notice to Employee. The parties hereby expressly waive any County Code provisions to the contrary, and/or any other County rules relating to notice of dismissal and to

any rights to hearing or appeal thereon. Should Employer decide to terminate Employee, Employee shall be entitled to receive a ninety (90) day Notice of Intent to Terminate followed by ninety (90) days of severance pay based upon whatever compensation Employee is receiving at the time the Notice of Intent to Terminate is given. Any Notice of Intent to Terminate given under Section 1 above shall be deemed sufficient for any notice required under this Section.

B. Termination by Employee: Employee may, at any time, for any reason, terminate his employment with the Employer by providing ninety (90) days advance written notice of termination to Employer by certified or registered mail, return receipt requested. In the event of such termination, Employee shall not receive severance pay or unemployment compensation through the State of California. In the event of Employee's death, this Agreement shall automatically terminate on the date of his death and any pay-out owed to Employee's estate shall not include any severance payment.

12. COMPLIANCE WITH LAWS AND ORDINANCES: Employee shall perform all services pursuant to this Agreement in accordance with all applicable federal, state, county and local laws, ordinances, regulations, titles and departmental procedures.

13. NON-ASSIGNABLE: This Contract is personal to Employee and is not assignable under any circumstances.

14. ENTIRE AGREEMENT: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by Employer and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any



party, or anyone acting on behalf of any party, which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

15. MODIFICATIONS: Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged and approved by the Board of Supervisors.

16. EFFECT OF WAIVER: The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver of relinquishment of that right or power for all or any other times.

17. PARTIAL INVALIDITY: If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

18. INDEMNIFICATION: In accordance with and subject to the California Tort Claims Act, Employer shall defend and indemnify Employee against any and all losses sustained by Employee as a direct consequence of the discharge of his duties on Employer's behalf for the period of his employment and beyond such period regardless of whether the notice of filing of a lawsuit occurs during or following employment. Employer shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim, demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as County Administrative Officer.

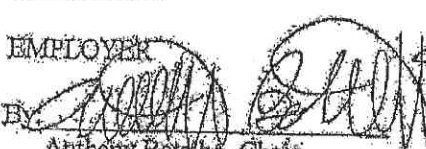
19. LAW GOVERNING AGREEMENT: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any suit brought over the terms and conditions of this Agreement shall be in San Benito County.

20. CAPTIONS: The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of the Agreement or in any way affect it.

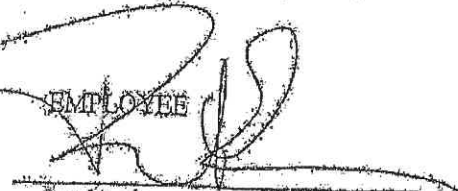
IN WITNESS WHEREOF, the Employer has caused this Agreement to be signed and executed in its behalf by the Chair of the Board of Supervisors, and duly attested by its Board Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYER

By

  
Anthony Botelho, Chair  
San Benito Board of Supervisors


EMPLOYEE

  
Ray Espinosa

ATTEST:

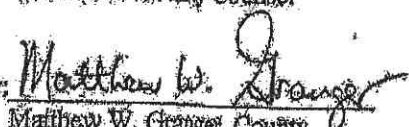
Denise R. Thome, Clerk to the Board

By

  
Denise R. Thome, Clerk

APPROVED AS TO FORM:  
San Benito County Counsel

By

  
Matthew W. Granger, 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: 10.**

**MEETING DATE: 3/28/2017**

**DEPARTMENT: EMERGENCY MEDICAL SERVICES**

**DEPT HEAD/DIRECTOR: Kevin O'Neill**

**AGENDA ITEM PREPARER: Kris Mangano**

**SBC DEPT FILE NUMBER: 75.5**

**SUBJECT:**

**EMERGENCY MEDICAL SERVICES - K. O'NEILL**

Approve Mutual Aid Agreement for Emergency Medical and Health Disaster Assistance.  
SBC FILE NUMBER: 75.5

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

This agreement was drafted by the California Governor's Office of Emergency Services ( Cal OES) to provide emergency medical mutual aid to the counties in Region II who are affected by medical/health disaster or catastrophic event producing mass casualties that overwhelm local ability to contain and control.

This agreement establishes San Benito County as a participating County consistent with the State of California Emergency Plan, Emergency Support Function 8 Annex, California Public Health and Medical Emergency Operations Manual (EOM), and the Standardized Emergency Management System (SEMS) by providing assistance to the extent it is reasonably available and possible without compromising each County's medical and public health responsibilities.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

It is respectfully requested that the Board of Supervisors;

1. Approve the *California Mutual Aid Region II Intra-Region Cooperative Agreement For Emergency Medical and Health Disaster Assistance* agreement
2. Authorize the Board Chair to sign 3 original copies of the agreement.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description

Agreement

Upload Date

3/6/2017

Type

Service Agreement

Contract # \_\_\_\_\_

**California Mutual Aid Region II  
Intra-Region Cooperative Agreement  
For Emergency Medical and Health Disaster Assistance**

This Agreement is made and entered into by and among the signatory Counties of the California Governors' Office of Emergency Services (OES) Mutual Aid Region II.

WHEREAS, there exists a great potential for a medical/health disaster or catastrophic event capable of producing mass casualties that overwhelm local ability to contain and control; and

WHEREAS, in preparation for this threat, the signatories of this document, singularly and severally, agree to assist any participating County consistent with the State of California Emergency Plan, Emergency Support Function 8 Annex (ESF 8), California Public Health and Medical Emergency Operations Manual (EOM), and the Standardized Emergency Management System (SEMS) by providing assistance to the extent it is reasonably available and possible without compromising each County's medical and public health responsibilities; and

WHEREAS, the OES Region II Regional Disaster Medical Health Coordinator (RDMHC), selected in accordance with the California Health and Safety Code, Division 2.5, Section 1797.152 (a), is responsible for regional coordination of medical and public health assistance within OES Region II when so requested by an affected County of Region II; and

WHEREAS, each County is desirous of providing a reasonable and reciprocal exchange of emergency medical and public health services where appropriate; and

WHEREAS, this Agreement is made and entered into by and between the Counties for those agencies within their respective jurisdictions, both public and private, capable of providing emergency medical and public health services; and

WHEREAS, each County has emergency medical and public health personnel, equipment and supplies which can be made available, in the spirit of cooperation and mutual aid, under this Agreement; and

WHEREAS, each County enters into this Agreement for the prudent use and reimbursement of emergency medical and public health services including, but not limited to, personnel, equipment, and supplies utilized in assisting any County participating in this Agreement.

NOW THEREFORE, it is agreed as follows:

1. The Medical Health Operational Area Coordinators (MHOAC), the Health Officers, EMS Administrators or authorized designee from an affected County within OES Region II may request emergency medical and public health services



through the OES Region II Disaster Medical/Health Coordination System in accordance with the California Public Health and Medical Emergency Operations Manual (EOM) and the Standardized Emergency Management System (SEMS).

2. In responding to the request of an affected County ("Requesting County") or to OES Region II as a whole, each assisting County ("Assisting County") shall provide emergency medical and public health assistance to the extent it is reasonably available and to meet the requested needs.
3. A Requesting County shall be financially responsible for the costs of emergency medical and public health personnel, equipment, and supplies received pursuant to that Requesting County's request for such assistance. Accurate records and documents related to assistance requests hereunder shall be maintained by both the Requesting and Assisting County.
4. Release or reassignment of assistance personnel, supplies and equipment among the Counties in OES Region II, shall be coordinated by the Region II RDMHC program, the Requesting County and the Assisting County.
5. Operational policies and procedures, and contact lists shall be developed by the Health Officers, EMS Administrators and MHOACs of each County. Such details shall be provided to the signatories of this Agreement.
6. The Requesting County is the controlling authority for use of emergency medical and public health services within its jurisdiction. In those instances where the Assisting County's operational area personnel arrive on scene before the Requesting County, the Assisting County's personnel will take only such action as determined reasonably necessary to address the emergency situation.
7. Within one hundred eighty days (180) following its provision of services and supplies for a disaster or catastrophic event, an Assisting County shall present its billing and a precise accounting of its actual costs for the incident to the Requesting County. The Requesting County shall pay this billing within one hundred eighty (180) days of its receipt unless otherwise agreed to in writing by the Assisting and Requesting Counties.
8. Any party to this Agreement may terminate its participation in this Agreement upon ninety (90) days advance written notice to the other parties.
9. A Requesting County agrees to indemnify, defend at its own expense, and hold harmless the Assisting County and its authorized agents, officers, volunteers and employees from any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or losses arising from any negligent acts or omissions or willful misconduct of Requesting County or its authorized agents, officers, volunteers and employees in the course of responding to the emergency situation

giving rise to the Requesting County's request for assistance, including any costs or expenses incurred by the Assisting County or Requesting County on account of any claim thereof. An Assisting County agrees to indemnify, defend at its own expense, and hold harmless the Requesting County and its authorized agents, officers, volunteers and employees from any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or losses arising from any negligent acts or omissions or willful misconduct of Assisting County or its authorized agents, officers, volunteers and employees in the course of rendering services pursuant to the Requesting County's request for assistance (excluding acts or omissions that are a direct result of a Requesting County's direction), including any costs or expenses incurred by the Assisting County or Requesting County on account of any claim thereof. In the event of concurrent negligence, each party shall be responsible for its own defense and defense costs, and the liability for any and all claims for injuries or damages to persons or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

10. The Agreement expresses all understandings of the parties concerning all matters covered and shall constitute the entire Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees. No change or revisions shall be valid unless made in the form of a written amendment to this Agreement that is formally approved and executed by all the parties.
11. This Agreement shall in no way affect or have any bearing on any preexisting resource assistance or mutual aid contracts between any of the Counties for fire and rescue services, EMS, or medical/public health services. To the extent an inconsistency exists between such contract and this Agreement, the former shall control and prevail.
12. This Agreement does not relieve any of the Counties from the necessity and obligation of using its own resources for furnishing emergency medical and public health services within any part of its jurisdiction. An Assisting County's response to a request for assistance will be dependent upon the existing emergency conditions within its jurisdiction and the status of its resources.
13. This Agreement shall not be construed as, or deemed to be an agreement for the benefit of anyone not a party hereto, and anyone who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.
14. Notices hereunder shall be sent by first class mail, return receipt requested, to each Medical Health Operational Area Coordinator (MHOAC).
15. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.


IN WITNESS WHEREOF, the appropriate authority of each County has caused this Agreement to be subscribed on their behalf by their respective duly authorized officers, on the day, month and year noted.

*(ONE OF THESE FOR EACH COUNTY IN THE REGION)*


San Benito County

IN WITNESS WHEREOF, the parties hereto have executed this contract.

Date: 7/27/17

By:   
Kevin O'Neill  
Agency Manager, or  
Approved Designee  
San Benito County  
Office of Emergency Services  
Emergency Medical Services

Date: 2-28-17

By:   
Gail Newel, MD  
Health Officer or Approved  
Designee  
San Benito County  
Public Health

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

By: \_\_\_\_\_  
Jamie De La Cruz, Chair  
San Benito County  
Board of Supervisors or  
Approved Designee

IN WITNESS WHEREOF, the appropriate authority of each County has caused this Agreement to be subscribed on their behalf by their respective duly authorized officers, on the day, month and year noted.

*(ONE OF THESE FOR EACH COUNTY IN THE REGION)*


San Benito County

IN WITNESS WHEREOF, the parties hereto have executed this contract.

Date: 2/27/17

By:   
Kevin O'Neill  
Agency Manager, or  
Approved Designee  
San Benito County  
Office of Emergency Services  
Emergency Medical Services

Date: 2-28-17

By:   
Gail Newel, MD  
Health Officer or Approved  
Designee  
San Benito County  
Public Health

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

By: \_\_\_\_\_  
Jamie De La Cruz, Chair  
San Benito County  
Board of Supervisors or  
Approved Designee


IN WITNESS WHEREOF, the appropriate authority of each County has caused this Agreement to be subscribed on their behalf by their respective duly authorized officers, on the day, month and year noted.

*(ONE OF THESE FOR EACH COUNTY IN THE REGION)*


San Benito County

IN WITNESS WHEREOF, the parties hereto have executed this contract.

Date: 2/27/17

By:   
Kevin O'Neill  
Agency Manager, or  
Approved Designee  
San Benito County  
Office of Emergency Services  
Emergency Medical Services

Date: 2-28-17

By:   
Gail Newel, MD  
Health Officer or Approved  
Designee  
San Benito County  
Public Health

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

By: \_\_\_\_\_  
Jamie De La Cruz, Chair  
San Benito County  
Board of Supervisors or  
Approved Designee



One for each Region II Op Area and/or Local Public Health Jurisdiction:

Alameda

City of Berkeley

Contra Costa

Del Norte

Humboldt

Lake

Marin

Mendocino

Monterey

Napa

San Benito

San Francisco

San Mateo

Santa Clara

Santa Cruz

Solano

Sonoma



## **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: 3/28/2017**

**DEPARTMENT: EMERGENCY MEDICAL SERVICES**

**DEPT HEAD/DIRECTOR: Kevin O'Neill**

**AGENDA ITEM PREPARER: Kevin O'Neill**

**SBC DEPT FILE NUMBER: 1068**

**SUBJECT:**

**EMERGENCY MEDICAL SERVICES - K. O'NEILL**

Adopt Resolution to Continue Penalty Assessment for the Maddy EMS Fund.

SBC FILE NUMBER: 1068

RESOLUTION NO: 2017-26

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

In December 2013, The Board of Supervisors adopted resolution 2013-89 extending the penalty assessment of \$2 for every \$10 of a fine, penalty, or forfeiture imposed and collected by the courts for all specific criminal offenses until December 2016.

The California Governor recently amended Government Code 76000.5 and Health and Safety Code 1797.98a allowing the Board of Supervisors to adopt a resolution for the continued collection of the penalty assessment until January 2027.

The Maddy EMS Funds are distributed according to statute, up to 10% for fund administration and

15% for a subsection known as Richie's Fund used to address pediatric trauma. The remaining amount is divided as follows: 58% to reimburse doctors for patients who do not make payment for emergency medical services, 25% to hospitals providing disproportionate trauma and emergency medical care services, 17% to the EMS agency for purchasing equipment and capital projects.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

It is respectfully recommended that the Board of Supervisors:

1. Adopt the proposed resolution to continue assessing an additional penalty of \$2 for every \$10 of a fine, penalty, or forfeiture imposed and collected by the courts for all specified criminal offenses.
2. Authorize the Chair for Board to sign the resolution.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description

Resolution

Upload Date

3/18/2017

Type

Cover Memo

RESOLUTION No. 2017- \_\_\_\_\_

Resolution of the Board of Supervisors of the County of San Benito )  
Regarding the Maddy Emergency Medical Services Fund and The )  
Intent to Continue to Levy an Additional Penalty Assessment of Two )  
Dollars (\$2) For Every Ten Dollars (\$10) Upon Fines, Penalties, and )  
Forfeitures Collected For Criminal Offenses and Vehicle Code )  
Violations as Specified. )

WHEREAS the San Benito County Board of Supervisors established the Maddy Emergency Medical Services Fund (Maddy Fund) in August of 1989 for the deposit of certain penalty assessments collected pursuant to Section 1464 of the Penal Code;

WHEREAS the San Benito County Board of Supervisors established an additional penalty in July 2009 of two dollars (\$2) for every ten dollars (\$10) or fraction thereof, upon various fines, penalties and forfeitures collected by the courts, pursuant to Government Code Section 76000.5 and Health and Safety Code Section 1797.98a until January 1, 2014;

WHEREAS, Government Code Section 76000.5 and Health and Safety Code Section 1797.98a as amended by Chapter 600 of the Statutes of 2013 originally provided that the County may continue to impose the additional penalty until January 1, 2017;

WHEREAS, SB 867, effective January 1, 2017, amended Government Code Section 76000.5 and Health and Safety Code Section 1797.98a and provides that the County may continue to impose the additional penalty until January 1, 2027;

NOW, THEREFORE, BE IT RESOLVED that pursuant to Government Code 76000.5, on January 1, 2017 and thereafter continuing to January 1, 2027, there shall be levied, in addition to the penalties prescribed by Government Code 76000, an additional penalty assessment of two dollars (\$2) for every ten dollars (\$10) or fraction thereof, which shall be collected, together with and in the same manner as the amounts established by Section 1464 of the Penal Code, upon every fine, penalty, or forfeiture imposed and collected by the courts for criminal offenses, including violations of Division 9 (commencing with Section 23000) of the Business and Professions Code relating to the control of alcoholic beverages, and all offenses involving a violation of the Vehicle Code or any local ordinance adopted pursuant to the Vehicle Code, except parking offenses subject to Article 3 (commencing with Section 40200) of Chapter 1 of Division 17 of the Vehicle Code.

BE IT FURTHER RESOLVED that all such additional assessments collected pursuant to Section 76000.5 of the Government Code shall be transferred to the County Clerk-Auditor-Recorder for deposit into the interest-bearing Maddy Emergency Medical Services Fund, and payments from the Maddy Emergency Medical Services Fund shall be distributed in accordance with Health and Safety Code Section 1797.98a.

BE IT FURTHER RESOLVED that the Clerk of the Board is hereby directed to transmit to the County Clerk-Auditor-Recorder and to the Superior Court of California, County of San Benito, a copy of this Resolution.

The foregoing was passed and adopted by the following vote of the San Benito County Board of Supervisors at its regular meeting held on March 28, 2017:

AYES: SUPERVISORS:

NOES: SUPERVISORS:

ABSENT: SUPERVISORS:

---

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

ATTEST:

Chase Graves  
Clerk of the Board

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

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

Approved as to Legal Form:

By: \_\_\_\_\_  
Barbara Thompson

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: 12.**

**MEETING DATE:** 3/28/2017

**DEPARTMENT:** HEALTH AND HUMAN SERVICES AGENCY

**DEPT HEAD/DIRECTOR:** James A. Rydingsword

**AGENDA ITEM PREPARER:** Mike Hodges

**SBC DEPT FILE NUMBER:** 130

**SUBJECT:**

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

Adopt Resolution and approve MOU template for local pharmacies to cooperate with County to dispense Medical Countermeasure medications from the Strategic National Stockpile (SNS) in the event of a declared Health Emergency.

SBC FILE NUMBER: 130

RESOLUTION NO: 2017-27

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The SNS is a national repository of medical supplies to be used to protect the American public in the event of a public health emergency. The Public Health Division of the Health & Human Services Agency is responsible for the distribution of resources to San Benito County from the SNS and as part of its public health emergency preparedness, is required to have in place MOUs with local pharmacies for the dispensation of Medical Countermeasure medications, vaccines and pharmaceuticals from the SNS. The approval of this Board Resolution will authorize the Director of Health & Human Services to execute MOUs with pharmacies within the County to dispense

specified Medical Countermeasure medications, vaccine or other pharmaceuticals in the event the Governor of the State of California issues a Health Emergency Proclamation to confront a disease which requires the use of a specified Medical Countermeasure.

By approving this Resolution, the Board of Supervisors will provide the means for local pharmacies to serve as a point of distribution for MCM medications, vaccines or other pharmaceuticals to local residents. The MOU template is attached for this Board's consideration. The MOU will only be activated in the event of a public health emergency proclamation issued by the Governor.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

N/A

**CURRENT FY COST:**

0.00

**STAFF RECOMMENDATION:**

1. Adopt Resolution authorizing the Director of HHSA to execute the MOUs with local pharmacies for the dispensation of MCM medications, vaccine or other pharmaceutical; and
2. Approve the attached template Memorandum of Understanding for use with with local pharmacies

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
Pharmacy MCM MOU	2/14/2017	MOU
Resolution	2/14/2017	Resolution

**MEMORANDUM OF UNDERSTANDING**  
**On Use of California State Department of Public Health (CDPH)**  
**Medical Countermeasure (MCM) Resources: Medication/Vaccine/Pharmaceutical**

This Memorandum of Understanding (MOU) establishes an agreement by and between the County of San Benito, through the Public Health Division of its Health & Human Services Agency (hereafter COUNTY PUBLIC HEALTH) and (Name of Pharmacy) (hereafter PHARMACY) for the purpose of dispensing Medical Countermeasure (MCM) medication, vaccine or other pharmaceutical provided to PHARMACY from the Strategic National Stockpile (SNS) in the event of a proclamation issued by the Governor of the State of California to confront a disease which will include use of a specified MCM medication, vaccine or other pharmaceutical for prophylaxis and/or treatment of this condition.

**RECITALS**

WHEREAS,

- a. COUNTY PUBLIC HEALTH is a department of the County of San Benito and is overseen by the San Benito County Board of Supervisors;
- b. COUNTY PUBLIC HEALTH is responsible for distribution of MCM medication, vaccine or other pharmaceutical from SNS in order to provide the community with medication and/or prophylaxis during a public health emergency; and
- c. PHARMACY is a licensed facility with the capacity to serve as a point of distribution to provide the community with MCM medication, vaccine or other pharmaceutical during a public health emergency; and
- d. This MOU allows COUNTY PUBLIC HEALTH and PHARMACY to proactively establish a method for distribution and/or administration of MCM medication, vaccine or other pharmaceutical in an efficient and expedited manner in the event a proclamation is issued.

THEREFORE, COUNTY PUBLIC HEALTH and PHARMACY hereto mutually agree as follows:

1. **TERM.** This MOU shall commence as of the date it has been signed by both parties and remain in effect until terminated in accordance with Provision 9.
2. **DESIGNATED REPRESENTATIVE.** *(Position or Title)* is the representative of COUNTY PUBLIC HEALTH and will administer this MOU for COUNTY PUBLIC HEALTH. *(Name)* is the designated representative for PHARMACY. Changes in designated representatives shall occur only by advance written notice to the other party.

3. **SCOPE.** It is understood by both parties that this MOU would be applicable in the event of a proclamation issued by the Governor of the State of California to confront a disease which will include use of a specified MCM medication, vaccine, or other pharmaceutical for prophylaxis and/or treatment of this condition and provides to COUNTY PUBLIC HEALTH MCM medication, vaccine or other pharmaceutical to be distributed as directed by the San Benito County Public Health Officer in response to the outbreak.
4. **ACTIVATION.** The MOU may only be activated by COUNTY PUBLIC HEALTH. Upon requesting PHARMACY assistance under the MOU, COUNTY PUBLIC HEALTH shall contact the designated representative of PHARMACY either in writing or verbally.
5. **COUNTY PUBLIC HEALTH** agrees to do the following:
  - A. Provide MCM medication, vaccine or other pharmaceutical to PHARMACY at no cost.
  - B. Complete a MCM Delivery/Receipt Voucher to PHARMACY (Attachment A) indicating the medication, lot number, and quantity of MCM medication, vaccine or other pharmaceutical delivered to PHARMACY.
  - C. Replenish PHARMACY with MCM medication, vaccine or other pharmaceutical as needed, as long as the COUNTY PUBLIC HEALTH has sufficient stock on hand. During weekends and off-hours PHARMACY can access Public Health Duty Officer through the name and number provided to request additional MCM medication, vaccine or other pharmaceutical.
  - D. Issue Health Officer authorized protocols or algorithms when delivering MCM medication, vaccine or other pharmaceutical to PHARMACY.
  - E. Notify PHARMACY in writing at the time the protocols or algorithms for dispensing MCM medication, vaccine or other pharmaceutical are updated or revised.
  - F. Notify PHARMACY in writing when to discontinue dispensing MCM medication, vaccine or other pharmaceutical and return any remaining unused stock to COUNTY PUBLIC HEALTH.
6. **PHARMACY.** PHARMACY hereby acknowledges its intent to serve as a point of distribution for dispensing MCM medication, vaccine or other pharmaceutical for treatment of infected persons or prophylaxis of exposed persons during a public health emergency where a proclamation is issued by the Governor of the State of California and agrees to:
  - A. Dispense or administer MCM following the protocols or algorithms provided by COUNTY PUBLIC HEALTH when there is a shortage of the specified

medication, vaccine or other pharmaceutical and it is not available through other means or if patients would not otherwise be able to obtain the medication, vaccine or other pharmaceutical because they are uninsured, not covered by private insurance for these medications or unable to pay for medication. When dispensing or administering MCM, PHARMACY may not bill Medicare, Medi-Cal, or private insurance for the vaccine.

- B. It is understood that as circumstances change, the MCM protocols or algorithms may be revised and, should that occur, COUNTY PUBLIC HEALTH will notify PHARMACY of the updated protocols/algorithms in writing. In the event that PHARMACY is unable or unwilling to follow the updated protocols/algorithms, it will immediately cease to dispense MCM medication, vaccine or other pharmaceutical, notify COUNTY PUBLIC HEALTH, and return any remaining MCM stock to COUNTY PUBLIC HEALTH along with a completed MCM Return Voucher (Attachment C).
- C. Upon receipt of MCM medication, verify medication, lot number, and quantities delivered and sign the MCM Delivery/Receipt Voucher to Pharmacy (Attachment A) accepting deliver of the MCM medication.
- D. PHARMACY may dispense or administer MCM medication, vaccine or other pharmaceutical if patient presents a valid prescription and/or per a Health Officer authorized protocol or algorithm which would be issued with the MCM.
- E. PHARMACY will dispense or administer MCM using licensed pharmacists at the pharmacy site and/or other designated central point of dispensing (POD) site if needed.
- F. PHARMACY will store the supply of MCM medication, vaccine or other pharmaceutical separate from other medications and in a secure location, maintaining appropriate storage and handling procedures and in accordance with established California State Board of Pharmacy requirements.
- G. PHARMACY will follow all national, state and local regulations applicable to pharmaceutical dispensing, including labeling requirements.
- H. PHARMACY will track MCM medication, vaccine or other pharmaceutical usage daily using the Medication Dispensing Report form (Attachment B) or other method specified in a Health Officer authorized protocol and submit to San Benito County Public Health Department as directed.
- I. PHARMACY will provide each patient the appropriate patient information sheet (and/or Emergency Use Authorization patient drug information sheet) provided by COUNTY PUBLIC HEALTH with each dispensed prescription.



- J. PHARMACY will report any adverse events to the Food and Drug Administration's Medwatch program (<http://www.fda.gov/medwatch/getforms>.) and inform patient to call doctor if needed for advice about side effects.
  - K. PHARMACY will perform the services required by this agreement in accordance with the industry and/or professional standards applicable to services provided.
  - L. PHARMACY will comply with CDPH and/or local COUNTY Public Health Services guidelines and/or protocols for use of MCM medication, vaccine or other pharmaceutical including updated criteria for use should it be necessary to make changes due to the evolving situation.
  - M. Discontinue dispensing MCM medication, vaccine or other pharmaceutical when emergency activities cease or when directed to by COUNTY PUBLIC HEALTH and return all unused MCM medication, vaccine or other pharmaceutical in the same condition as they were delivered along with a completed MCM Return Voucher (Attachment C), upon request of COUNTY PUBLIC HEALTH or termination of this MOU.
7. **DEFENSE AND INDEMNITY.** Notwithstanding any other agreements, PHARMACY agrees to defend, hold harmless and indemnify COUNTY against any legal liability in respect to bodily injury or death arising from the negligence, willful act or omission of PHARMACY during its filling of prescribed MCM medication, vaccine or other pharmaceutical from COUNTY.
  8. **MODIFICATIONS.** Any changes to this MOU must be mutually agreed upon between COUNTY PUBLIC HEALTH and PHARMACY, incorporated in written amendment to this MOU and effective upon approval by COUNTY PUBLIC HEALTH and PHARMACY.
  9. **TERMINATION.** Either party may terminate this MOU upon providing thirty (30) days written notice prior to the effective date of such termination to the other party.
  10. **ENTIRE AGREEMENT.** This MOU contains all the terms and conditions agreed upon by the parties. No other understandings or representations, or otherwise, regarding this agreement shall be deemed to exist or to bind any of the parties hereto.
  11. **NOTICES.** Any notice required or permitted to be given under this MOU shall be in writing and mailed or personally delivered to:

County Public Health:

(Name)  
(Address)  
XXXXXX  
XXXXXXX  
XXXXXXXX

Pharmacy:

(Name)  
(Address)  
XXXXXXX  
XXXXXXXX  
XXXXXXXXX

The parties to the Agreement hereby agree to any and all provisions as stipulated above.

San Benito County HHSA

(Name of Pharmacy)

\_\_\_\_\_  
James Rydingsword, Director

\_\_\_\_\_  
Pharmacy Manager/Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Legal Form  
San Benito County Counsel



\_\_\_\_\_  
Deputy County Counsel



\_\_\_\_\_  
Date

ATTACHMENT A

**SAN BENITO COUNTY HEALTH & HUMAN SERVICES AGENCY  
PUBLIC HEALTH DIVISION  
MCM Delivery/Receipt Voucher to Pharmacy**

<b>Pharmacy/Agency:</b>			<b>Contact Phone No:</b>	
<b>Receiver Name/Title:</b>			<b>Fax Number:</b>	
<b>Address:</b>			<b>E-mail Address:</b>	
<b>City &amp; Zip:</b>			<b>Delivered by:</b>	
<b>Medication</b>	<b>Dosage</b>	<b>Quantity Received</b>	<b>Lot Number</b>	<b>Expiration Date</b>

The receiving authority accepts full responsibility for the materials entrusted into its possession and agrees to abide by the terms, conditions, and responsibilities of all applicable agreements between San Benito County Health & Human Services Agency, Public Health Division, and local authorities, as well as all applicable federal and state laws and regulations.

Received by: \_\_\_\_\_  
Signature

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

Time Received: \_\_\_\_\_

**ATTACHMENT B**  
**Medical Countermeasure (MCM) Dispensing Report Form**  
**Medication/Vaccine/ Pharmaceutical: \_\_\_\_\_**  
**For Pharmacy Use**

Pharmacy Name: \_\_\_\_\_  
 Pharmacy Address: \_\_\_\_\_  
 Please fax this information weekly to: \_\_\_\_\_

Date Dispensed	Patient Name	Patient Birthdate	Medication & Dosage & Qty	Lot Number	Expiration Date	Prescriber or Protocol	Notes

## ATTACHMENT C

### SAN BENITO COUNTY HEALTH & HUMAN SERVICES AGENCY PUBLIC HEALTH DIVISION MCM Return Voucher from Pharmacy

<b>Pharmacy/Agency:</b>		<b>Contact Phone No:</b>		
<b>Receiver Name/Title:</b>		<b>Fax Number:</b>		
<b>Address:</b>		<b>E-mail Address:</b>		
<b>City &amp; Zip:</b>		<b>Delivered by:</b>		
<b>Medication</b>	<b>Dosage</b>	<b>Quantity Received</b>	<b>Lot Number</b>	<b>Expiration Date</b>

The receiving authority accepts full responsibility for the materials entrusted into its possession and agrees to abide by the terms, conditions, and responsibilities of all applicable agreements between San Benito County Health & Human Services Agency, Public Health Division, and local authorities, as well as all applicable federal and state laws and regulations.

Received by: \_\_\_\_\_  
Signature

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

Time Received: \_\_\_\_\_



RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF SAN BENITO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE DIRECTOR OF THE SAN BENITO COUNTY HEALTH AND  
HUMAN SERVICES AGENCY TO EXECUTE MEMORANDUM OF UNDERSTANDING  
WITH LOCAL PHARMACIES FOR THE DISPENSATION OF MEDICAL  
COUNTERMEASURE RESOURCES AS PART OF ITS PREPARATION IN THE  
EVENT OF A PUBLIC HEALTH EMERGENCY PROCLAMATION ISSUED BY THE  
GOVERNOR OF THE STATE OF CALIFORNIA**

**WHEREAS**, the Strategic National Stockpile (SNS) is a national repository of medical countermeasures (MCM) which includes medications, vaccines and pharmaceuticals, to protect the American public in the event of a public health emergency; and

**WHEREAS**, the Public Health Division of the Health and Human Services Agency is responsible for the distribution of medical countermeasures resources provided to San Benito from the SNS in order to provide the communities of San Benito County with medications, vaccines and/or pharmaceuticals during a public health emergency; and

**WHEREAS**, it is in the best interest of the residents of the County of San Benito that the public health infrastructure be prepared in the case of large-scale medical emergencies; and

**WHEREAS**, in order to ensure the preparedness of the public health infrastructure of the County, it is necessary to enter into Memorandum of Understanding with local pharmacies to serve as a point of distribution to provide the communities of San Benito County with medication, vaccine or other pharmaceutical in the event that the Governor of the State of California declares a Public Health Emergency due to the risk of a disease which will require use of a specified medical countermeasure medication, vaccine or other pharmaceutical.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of San Benito, that the Director of the Health and Human Services Agency is hereby authorized

to execute, on behalf of the County of San Benito, Memorandum of Understanding on the use of MCM resources: medication, vaccine or other pharmaceutical in the form attached hereto and incorporated herein by this reference.

**PASSED AND ADOPTED** by the San Benito County Board of Supervisors, State of California, at the meeting of said Board held on the \_\_\_\_\_.

AYES: SUPERVISORS:

NOES: SUPERVISORS:

ABSENT: SUPERVISORS:

ABSTAIN: SUPERVISORS:

By: \_\_\_\_\_  
Jaime De La Cruz, Chair

ATTEST:  
Chase Graves, Clerk of the Board

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

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

By:  2-14-17  
Irma Valencia, Deputy 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: 13.**

**MEETING DATE:** 3/28/2017

**DEPARTMENT:** COUNTY ADMINISTRATION OFFICE

**DEPT HEAD/DIRECTOR:** B. Thompson

**AGENDA ITEM PREPARER:** G. Cochran

**SBC DEPT FILE NUMBER:** 630

**SUBJECT:**

**HUMAN RESOURCES - G. COCHRAN**

Approve class specifications and salary ranges for Deputy County Administrative Officer; amend the County's class title and pay plan and amend the County's Schedule of Allocated Positions.  
SBC FILE NUMBER: 630

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The County currently has an Assistant County Administrative Officer classification at a salary range of \$134,113 - \$169,561 annually. The current filled position of Assistant County Administrative Officer will be vacated in the next few months. The CAO is recommending elimination of the Assistant County Administrative Officer classification and establishing a lower level Deputy CAO classification to provide an opportunity for support at a high level, but also to allow a broader recruitment pool with which to fill such a position. With a salary range for this position set as follows:

**Step A**

**Step B**

**Step C**

**Step D**

**Step E**

**Step F**

**Step G**

111,932.31 117,528.92 123,405.37 129,575.64 136,054.42 142,857.14 150,000.00

This will result in a net annual salary savings between the two allocated positions of approximately \$19, 500.00 with Board approval of the adoption of this class specification, salary range and the elimination of the Assistant County Administrative Officer and the addition of a Deputy County Administrative Officer position.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

1. Approve the class specification for the Deputy County Administrative Officer.
2. Amend the County's Class Title and Pay Plan to reflect the salary for the class of Deputy County Administrative Officer of \$111,932.31 - \$150,000.00
3. Amend the County's Schedule of Allocated Positions as follows:  
Delete 1.0 FTE Assistant County Administrative Officer (when the position is vacated)  
Add 1.0 FTE Deputy County Administrative Officer

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
Deputy CAO	3/19/2017	Cover Memo

## DEPUTY COUNTY ADMINISTRATIVE OFFICER

### DEFINITION

Under administrative direction, the Deputy County Administrative Officer is responsible for a major program area in the County Administrative Office or may oversee, coordinate, and direct projects, broad county-wide policy issues and programs and/or operations and participate in the development of the County's budget; may act in the absence of, the County Administrative Officer as authorized by the County Administrative Officer.

### DISTINGUISHING CHARACTERISTICS

The Deputy County Administrator classification is allocated to the County Administrative Office; responsibilities may include oversight of human resources, information technology, procurement and purchasing as well as other operations, projects or programs and major policy issues.

The assigned work requires initiative, judgment, discretion, and the ability to make independent decisions within established policies and procedures set forth by the Board of Supervisors, County Administrative Officer, and Federal, State & County laws, ordinances, and regulations.

This class differs from the:

**County Administrative Officer** who has overall responsibility to the Board of Supervisors for all County operations, the County's budget as well as County wide policy and procedure.

**Budget Officer** who has chief fiscal responsibility for county-wide budgetary matters

### REPORTS TO

County Administrative Officer

### CLASSIFICATIONS SUPERVISED

May supervise professional, technical, and support staff, as assigned.

### **EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES** *(The following is used as a partial description and is not restrictive as to duties required.)*

- Directs the activities of a major functional program area in the County Administrative Office such as human resources, procurement and purchasing, information technology, and/or special projects, studies and policy issues
- Conducts studies of existing practices, procedures, methods, programs and services in assigned areas and prepares recommendations including a variety of reports and correspondence
- Directs the conduct of a variety of analytical and feasibility studies, reviews reports of findings and makes recommendations to the County Administrative Officer regarding appropriate courses of action
- Develops workload measurements and supporting data for budget requests, program alternatives, funding options and resultant service delivery implications



- Designs and supervises studies and analyses relating to performance, efficiency and economy within assigned major functional program area
- Keeps current on State and Federal legislation, regulations and court decisions related to assigned activities and functions, evaluates their impact and provides for the development and implementation of required policy or operational modifications
- May coordinate the related work of professional and support staff as well as assist in the selection, professional development, supervision, review and evaluation of employees
- Attends Board of Supervisor's budget hearings and participates in the review process
- Makes presentations regarding plans and programs at public meetings, administrative hearings and related functions and represent the County in meetings with other agencies, governments and private entities as assigned
- Directs the maintenance of accurate records and files and the preparation of reports, correspondence and other written materials including keeping the County Administrative Officer apprised of current activities

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of office equipment, including computer, telephone, calculator, copiers, and FAX.

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office environment; continuous contact with other staff, other agencies, and the public.

### **MINIMUM QUALIFICATIONS**

#### **Knowledge of:**

Accepted principles, techniques and practices of local government administration including human resources operations and employee relations, risk management, administrative and organizational analysis, legislative relations and processes, supervision, organization, administration, project planning, and modern public management methods and procedures  
Techniques of planning and performing administrative, operational, staffing, organizational and fiscal analysis, including project management.

County government organization and functions, and their relationship to federal, state and municipal government

Standard operational policies and practices of County governments

Statistical methods and methods of graphic presentation

Laws, codes, rules, and regulations governing the operation of County government

Organization, function and administrative structure of public agencies, including the role of an elected Board

Accepted principles and practices of supervision

#### **ABILITY TO:**

Analyze a wide variety of complex situations and information and draw logical conclusions and recommendations

Assemble, organize, and present in written or oral form, administrative, financial, factual, and other information derived from a variety of sources

Develop, organize and effectively coordinate complex programs and activities

Review and report on job analyses and evaluation, organizational design, staffing patterns/levels and training needs; analyze employee relations issues; develop management

positions, negotiation strategy and strike contingency plans and project costs of negotiated agreements

Understand, interpret and apply provisions of applicable laws, ordinances, rules, regulations, and operating procedures

Exercise tact and judgment in representing the County Administrator on a variety of occasions

Establish and maintain effective working relationships with County officials and managers, employees, officials or other agencies, and the general public

Perform data collection, interpretation and evaluation pertaining to administrative, fiscal and management matters

Use principles of inductive and deductive reasoning to validate conclusions and recommendations

Exercise responsibility, initiative, ingenuity, independent analysis and judgment in solving highly specialized administrative and management problems

### **EDUCATION AND EXPERIENCE/TRAINING:**

Any combination of education and experience which would provide the required knowledge and abilities is qualifying, unless otherwise specified. A typical way to obtain the knowledge and abilities would be:

Graduation from a recognized college with a major in business administration, public administration, management, finance, economics, human resources or a related field,

### **AND**

Four (4) years of progressively responsible experience in a governmental agency with responsibilities in administration or policy/program or human resources analysis, including: systems, procedures and program evaluation

A master's degree is desirable, and may be substituted for one (1) year of experience  
Additional experience may be substituted for the education on a year for year basis

### **Other Requirements**

Possession of or ability to obtain a California Driver's License Class C (independent travel is required)



## **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: 3/28/2017**

**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 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: 2017-28

**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:

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

updated resolution for 3.28 meeting

Upload Date

3/23/2017

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; (5) on or about March 9, 2017, the County Administrative Officer entered into a contract with Graniterock in an amount not to exceed \$46,980 for sink hole repair; (6) on or about March 21, 2017, the County Administrative Officer was scheduled to enter into a contract with Graniterock in an amount not to exceed \$50,000 for emergency road repair on Panoche Road; and (7) in late 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 28th 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: 15.**

**MEETING DATE: 3/28/2017**

**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: 2017-29

**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	Upload Date	Type
resolution revised for 3.28 meeting	3/23/2017	Resolution Letter

**RESOLUTION NO. 2017-**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF SAN BENITO  
COUNTY RECOGNIZING THE CONTINUING PROCLAMATION OF A  
LOCAL EMERGENCY IN SAN BENITO COUNTY**

**WHEREAS**, California Government Code section 8630 and the San Benito County Code empower the County Administrator/Director of Emergency Services to proclaim the existence of a local emergency when San Benito County is affected or likely to be affected by a public calamity, subject to ratification by the Board of Supervisors at the earliest practicable time; and

**WHEREAS**, the Deputy Director of Emergency Services, acting at the direction of the County Administrator, found that conditions of extreme peril to the safety of persons and property had arisen within said County caused by the winter storm event starting on January 6, 2017, including the threat of flooding due to winter storms which necessitated the issuance of proclamation of a local emergency on January 12, 2017; and

**WHEREAS**, the Board of Supervisors of the County of San Benito ratified said proclamation of Local Emergency on Tuesday, January 17, 2017; and

**WHEREAS**, conditions of extreme peril continue to exist including highway and bridge damage, debris deposits, and damage and flooding to local residences caused by the heavy rains and the effects thereof, which constitute an imminent threat to public health and safety; and

**WHEREAS**, another series of storms 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 28th 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: 3/28/2017**

**DEPARTMENT: RESOURCE MANAGEMENT AGENCY**

**DEPT HEAD/DIRECTOR: Brent Barnes**

**AGENDA ITEM PREPARER: Brent Barnes**

**SBC DEPT FILE NUMBER: CSA's**

**SUBJECT:**

**RESOURCE MANAGEMENT AGENCY**

Approve contract with Lee Landscaping for Maintenance of Common Landscape Areas, County Service Areas 46 (Quail Hollow), 47 (Oak Creek) and 53 (Riverview Estates) for the period of April 1, 2017 through April 30, 2020, for a total sum not to exceed \$55,100.00 per year, for a total contract amount not to exceed \$165,300.00.

SBC FILE NUMBER: CSA #46, #47 & #53

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

In the fall of 2016, the incumbent landscape maintenance contractor for Oak Creek, Quail Hollow and Riverview Estates resigned. After seeking quotes from prospective contractors, staff is recommending that Lee Landscaping of Hollister be awarded a three year contract, for common area landscape maintenance in these three County Service Areas (CSAs).

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

It is respectfully recommended that the Board:

1. Approve the attached contract for common area landscape maintenance in CSAs 46, 47, and 53 with Lee Landscaping, for the period from April 1, 2017 to April 30, 2020, in an amount not to exceed \$55,100.00 per year, for a total contract amount not to exceed \$165,300.00; and
2. Authorize the Chair to sign the contract.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
Contract with Attachments A-D	3/15/2017	Standard Contract
Location Maps in color (excerpts from contract, Attachment A)	3/15/2017	Map
Quotes Received	3/10/2017	Backup Material

**CONTRACT**  
**(CSA Landscape Maintenance Services)**

The COUNTY OF SAN BENITO ("COUNTY") and Lee Landscaping.  
("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 April 1, 2017, and end on April 30, 2020, unless sooner terminated as specified herein.

**2. Scope of Services.**

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

**3. Compensation for Services.**

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

**4. General Terms and Conditions.**

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

**5. Insurance Limits.**

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

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

**6. Termination.**

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

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

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

**8. Information about Contract Administrators.**

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

Contract Administrator for COUNTY:

Name: Brent Barnes

Title: Resource Management Agency Director

Address: 2301 Technology Parkway

Hollister, California 95023

Telephone No.: 831-636-4170

Telephone No.: 831-636-4176

Contract Administrator for CONTRACTOR:

Name: Mary Ann Lee

Title: Owner/Operator

Address: P.O. Box 2409

Hollister, California 95023

Telephone No.: (831) 636-4810

Telephone No.: \_\_\_\_\_

**Signatures**

APPROVED BY COUNTY:

\_\_\_\_\_

Name: Jaime De La Cruz

Title: Chair, San Benito County Board of Supervisors

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

APPROVED BY CONTRACTOR:

Mary Ann Lee

Name: Mary Ann Lee

Title: Owner/Operator

Date: 3-14-2017

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

Shirley L. Murphy

By: Shirley L. Murphy, Deputy County Counsel

Date: March 15, 2017

**ATTACHMENT A**  
**SCOPE OF WORK**  
**( C S A L a n d s c a p e M a i n t e n a n c e S e r v i c e s )**

CONTRACTOR, for COUNTY'S benefit, will perform the following landscape maintenance services within County Services Areas 46, 47 and 53, as more specifically described below:

**General Description**

The specifications described below set forth the minimum requirements for the quantity and quality of work to be provided hereunder.

**Scope**

The CONTRACTOR will provide all the routine grounds maintenance and landscaping services for County Service Areas (CSAs) #46-Quail Hollow, #47-Oak Creek, and #53- Riverview Estates as described on the location maps below. Services will include all necessary personnel, equipment, tools, materials, and expertise necessary to maintain healthy grass, trees, shrubs, and plants within each CSA. Services will be provided in a manner that will present and maintain a clean, neat, pest- and disease-free environment and appearance of each CSA as follows:

- a. CSA 46 – Quail Hollow  
Approximately 3.5 acres, including sound wall along Enterprise Road & drainage ditch, between Quail Hollow & Oak Creek
- b. CSA 47 - OakCreek  
Approximately 1.6 acres, including sound wall along Enterprise Road
- c. CSA 53 - Riverview Estates  
Approximately .47 acres, including sound wall along Hospital Road

**Specifications**

**General**

Proper landscape maintenance sustains the quality and health of a landscaped area and preserves the intended design concept. Landscaping is intended to provide overall aesthetically pleasing appearance for the community. Plants are to be chosen for their natural shape and growth habit. All cultural practices should encourage and enhance the natural form of the plant material. Trimming and pruning should not alter this form appreciably.

**Mowing**

Turf areas (lawns) shall be mowed weekly during the growing season and as required during winter months. The mowing height shall be appropriate to the turf species and shall be maintained consistently to prevent scalping or burn. Grass clippings shall be removed so as not to be visible after mowing. Adjacent sidewalks and streets shall be clean of clippings. Mowing patterns shall be alternated each week to avoid creating ruts and compaction.



**Bedding and Planted Areas**

The CONTRACTOR shall maintain bedding and non-turf planted areas. All weeds shall be eradicated manually or mechanically, but not chemically.

**Fertilization**

All planted areas shall be fertilized at least three times per year. A fertilization schedule that includes type of fertilizer and schedule of application shall be included in the proposal.

**Aeration**

The CONTRACTOR shall, as conditions require, aerate the soil in improved areas to maintain grounds in a healthy state. Aeration shall take place at least once a year but not more than two times a year. Aeration shall occur at the optimum time of year according to the type of soil and turf.

**Edging**

Sidewalks, driveways, curbs and other concrete or asphalt edges shall be edged no less than every other mowing. Edging will include the removal of vegetation from cracks or expansion joints in sidewalks, driveways, and curbs. Clippings shall be removed.

**Pruning**

Trees and shrubs shall be selectively pruned, suckered and fertilized to promote plant health and shape. This scope of services does not include any tree topping or major pruning of trees or shrubs that are over 15 feet in height. Trees and shrubs along traffic areas or sound walls shall be trimmed to keep walkways and other traffic areas clear. All vegetation shall be trimmed around trees, shrubs, buildings, fence posts, fire hydrants, and any other areas where mowing equipment cannot reach. All trimming is to take place at the time of mowing. Any damaged trees, plants, shrubs, or facilities shall be repaired by the CONTRACTOR. Any plants, trees, or shrubs requiring replacement due to damage by the CONTRACTOR will be replaced with the same size and type of item, and will be replaced within 10 working days from the date of notice by Public Works.

**Removal of Debris**

The CONTRACTOR shall remove all natural debris, such as fallen branches, blown in brush or vegetation, and dead animals. The CONTRACTOR shall also remove all man-made debris and litter. During the fall months fallen leaves shall be removed and disposed of in accordance with local, state and federal laws.

**Pest Control**

The CONTRACTOR shall identify harmful pests, including insects and rodents, and perform necessary pest control in an approved environmentally sensitive manner. Efforts shall be made to eliminate harmful pests while sparing beneficial organisms. All chemical controls must be applied under the supervision of a licensed and qualified pest control applicator, following the procedures set forth in the labeling of the product, as required by law.

**Annual and Perennial Planting/Replanting**

CONTRACTOR will plant annual and perennial color, when directed by County staff, with the cost of plant materials billed at cost upon completion. CONTRACTOR shall replace damaged or dead plant material, as needed, with specimens of the same species and of equal or similar sizes as the plant material lost, with the cost of replacement plant materials billed at cost upon completion. Plant

material which dies through the fault or neglect of the CONTRACTOR, or due to preventable circumstances, shall be replaced with a specimen of the same species and of equal or similar size as the plant lost, at no cost to the owner.

**Irrigation**

The irrigation system shall be operated at an appropriate seasonal schedule, using the least amount of water necessary to maintain the growth, health, and vigor of all landscape plant material. Irrigation controllers shall be programmed in order to match plant material water needs to the irrigation applied, as necessary to prevent any browning or barren areas resulting from lack of irrigation. When a sufficient amount of rainfall has occurred, the CONTRACTOR will turn off the irrigation system until it is necessary to water again. A properly adjusted automatic rain shut-off device may be used for this purpose. CONTRACTOR shall regularly check the irrigation system. In the event of a water break, the CONTRACTOR shall isolate and turn off the control valve and notify the COUNTY'S Contract Administrator immediately. This scope of services does not include repairs to the irrigation system, but repairs to sprinkler equipment damaged by mowers or equipment operated by the CONTRACTOR shall be the responsibility of the CONTRACTOR, at no cost to the owner. If repair work is not accomplished in a timely manner, the Public Works department shall have the work completed and deduct the loss from the monthly payment.

**Delivery and Storage**

Delivery and storage of all equipment and materials shall be the responsibility of the CONTRACTOR.

**Warranty**

The CONTRACTOR shall warrant all work and materials for a period of one (1) year.

**License**

At all times during the performance of this contract, the CONTRACTOR shall possess a current and valid Landscaping Contractor's license issued by the State of California, and shall comply with all terms and conditions of such license. The CONTRACTOR and the CONTRACTOR'S employees shall possess and maintain all other business and professional licenses, registrations, and permits that may be required by Federal, State and/or local law.

## LOCATION MAPS

(CSA Landscape Maintenance Services)

Location Map: CSA #46 (Quail Hollow) and #47 (Oak Creek)



**CSA #46 (Quail Hollow) consists of Area 4, Area 5 and Area 6**

**CSA #47 (Oak Creek) consists of Area 1, Area 2, and Area 3 (NOTE: The red line through Area 1 represents a storm drain easement that is maintained by County staff and is not included in the Landscaping Maintenance Services scope of work)**

**Location Map: CSA #53 (Riverview Estates)**



**END OF ATTACHMENT A**

**ATTACHMENT B**  
**Payment Schedule**  
**( C S A L a n d s c a p e M a i n t e n a n c e S e r v i c e s )**

**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 \$ 55,100.00 per year; total contract amount not to exceed \$165,300.00.

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

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

- ☐ There are no additional terms of compensation.
- ☒ The following specific terms of compensation shall apply:
  - A.
    - CSA 46 – Quail Hollow Maintenance - \$27,600.00 annually
    - CSA 46 – Quail Hollow Chemical - \$1,000.00 annually
    - CSA 47 – Oak Creek Maintenance - \$16,800.00 annually
    - CSA 47 – Oak Creek Chemical - \$700.00 annually
    - CSA 53 – Riverview Estates Maintenance - \$8,400.00 annually
    - CSA 53 – Riverview Estates Chemical - \$600.00 annually
  - B. Annual or perennial plant materials authorized by County staff shall be billed at cost upon completion of planting/replanting as described in Attachment A to this contract.
  - C. The CONTRACTOR shall itemize all applicable service and labor

charges. Each invoice shall clearly identify the following information: County Contract or Purchase Order number; service location; time and date of service; a summary of work performed in the invoiced period and the signature of the COUNTY's Contract Administrator or designee.

D. Prevailing Wage:

1. Pursuant to the provisions of section 1770 et seq. of the Labor Code, if said provisions are applicable to the work being performed, 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 contract. Copies of the Prevailing Wage Scale are available at the following website: [http://www.dir.ca.gov/DLSR/statistics\\_research.html#PWD](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.

**END OF ATTACHMENT B**



## ATTACHMENT C

### General Terms and Conditions

#### C-1. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **C-8. INDEPENDENT CONTRACTOR.**

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

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

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

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

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

#### **C-11. NONDISCRIMINATION.**

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

#### **C-12. BANKRUPTCY.**

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

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

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

#### **C-14. NEGOTIATED CONTRACT.**

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

#### **C-15. SEVERABILITY.**

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

#### **C-16. ENTIRE CONTRACT.**

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

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

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

#### **C-18. TERMINATION.**

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

#### **C-19. NOTICES.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C-29. COUNTERPARTS.**

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

**END OF ATTACHMENT C.**



**ATTACHMENT D**  
**Specific Terms and Conditions**  
**( C S A L a n d s c a p e M a i n t e n a n c e S e r v i c e s )**

**D-1. FORCE MAJEURE.** The CONTRACTOR shall not be liable for any delays with respect to the contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

**D-2. CONTROLLING LAW.** This contract shall be governed and construed in accordance with the laws of the State of California and proper venue for legal action regarding this contract shall be the County of San Benito.

**D-3. DEFAULT.**

- a. The COUNTY may, by a written Notice of Default to the CONTRACTOR, terminate the whole or any part of a contract in any one of the following circumstances:
  - 1. If the CONTRACTOR fails to make delivery of the supplies or to perform within the time specified herein or promised, or any extension thereof; or
  - 2. If the CONTRACTOR fails to perform any of the other provisions of this contract.
- b. In the event the COUNTY terminates the contract in whole or in part, as provided in Subparagraph (a)(1) of this clause, the COUNTY may procure, upon such terms and in such manner as may deem appropriate, supplies, services or work similar to those so terminated, and the CONTRACTOR shall be liable to the COUNTY for any excess costs for such similar supplies, services or work; PROVIDED, that the CONTRACTOR shall continue the performance of this contract to the extent not terminated under the provisions of this clause. The CONTRACTOR shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault and negligence of the CONTRACTOR, pursuant to paragraph D-2 of this Attachment D to this contract.

#### **D-6. INDEPENDENT CONTRACTOR.**

Paragraph C-8 of Attachment C to this contract is hereby modified to read as follows:

The CONTRACTOR and the COUNTY have reviewed and considered the principal test and secondary factors below and agree that the CONTRACTOR is an independent contractor and not an employee of the COUNTY. The CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. The CONTRACTOR is not entitled to any employee benefits. The COUNTY agrees that the CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

- a. Principal Test: The CONTRACTOR rather than the COUNTY has the right to control the manner and means of accomplishing the result contracted for.
- b. Secondary Factors: (a) The extent of control which, by agreement, the COUNTY may exercise over the details of the work is slight rather than substantial; (b) the CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by the CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which the CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of the CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of the COUNTY; (i) the CONTRACTOR and the COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and U) The COUNTY conducts public business. It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that the CONTRACTOR is an independent contractor.

#### **D-7. EQUAL OPPORTUNITY EMPLOYMENT.**

Paragraph C-11 of Attachment C to this contract is hereby modified to read as follows:

During and in relation to the performance of this contract, the CONTRACTOR agrees as follows:

- a. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or

other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

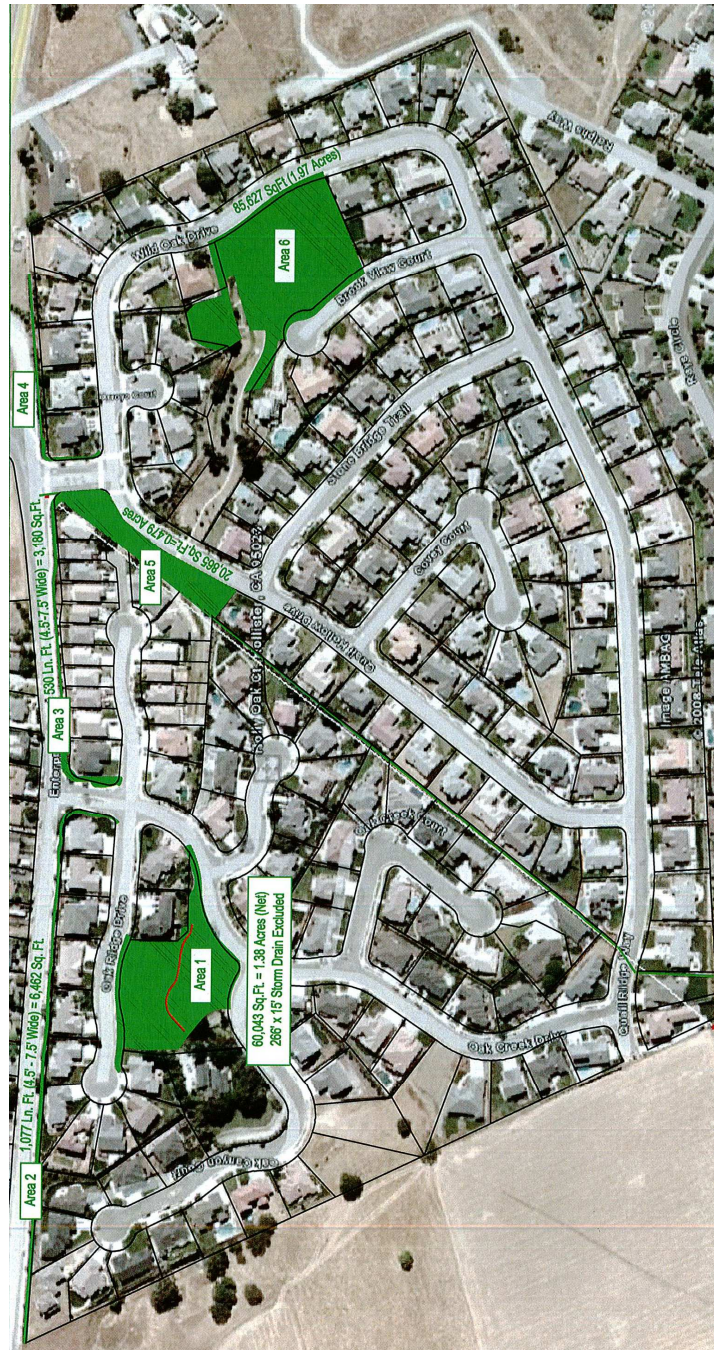
- b. If this contract provides compensation in excess of \$50,000 to the CONTRACTOR and if the CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
  1. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in the CONTRACTOR'S solicitation of goods and services, Definitions for Minority/Women/Disabled Business Enterprises are available from the County General Services Purchasing Division.
  2. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.
  3. The CONTRACTOR shall cause the foregoing provisions of this Subparagraph (b) to be inserted in all subcontracts for any work covered under this contract by a sub-contractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**D-8. HARMONIZATION OF CONTRACT TERMS.** Where the specific terms and conditions set forth in this Attachment D specifically conflict with the general terms and conditions set forth in Attachment C to this contract, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in Attachment C shall remain in full force and effect, to the extent they do not specifically conflict with the specific terms and conditions set forth in this Attachment D.

**END OF ATTACHMENT D.**

## LOCATION MAPS (CSA Landscape Maintenance Services)

Location Map: CSA #46 (Quail Hollow) and #47 (Oak Creek)

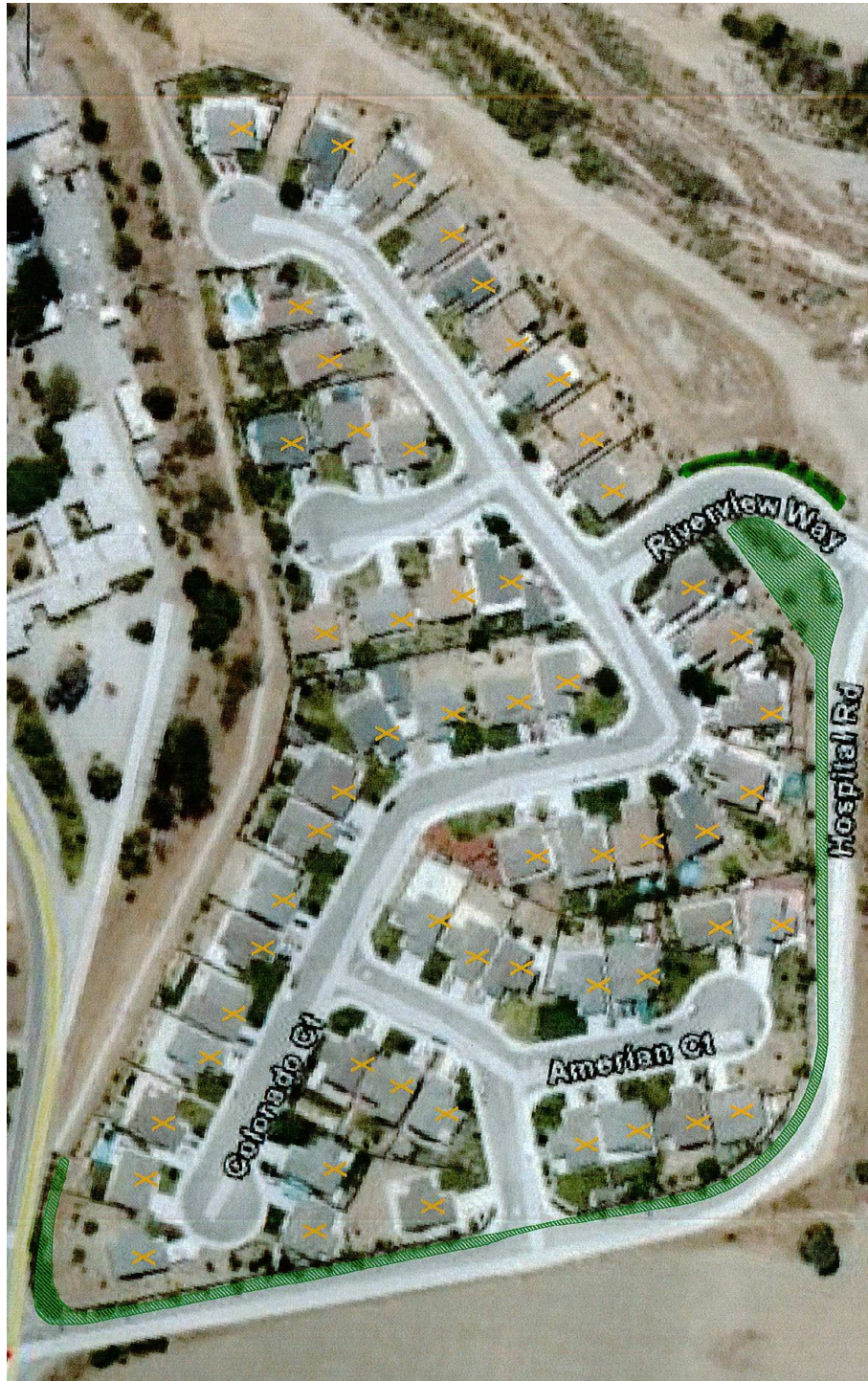


CSA #46 (Quail Hollow) consists of Area 4, Area 5 and Area 6

CSA #47 (Oak Creek) consists of Area 1, Area 2, and Area 3 (NOTE: The red line through Area 1 represents a storm drain easement that is maintained by County staff and is not included in the Landscaping Maintenance Services scope of work)



Location Map: CSA #53 (Riverview Estates)





## **Quail Hollow**

### **Project Location**

Enterprise Road Hollister, CA 95023

### **Project Description**

Lee Landscape will provide weekly services

Lee Landscaping will furnish all labor, equipment, supervision and tools necessary to maintain landscaped areas.

\*Maintain Shrubs, Ground Area, blow sidewalks on property along sound wall on Enterprise Road

\*Mow Lawn, keep grounds clean and maintain shrubs as well as irrigation in common area inside main entrance to the right.

\*Mow Park Lawn, keep grounds clean, maintain shrubs and occasionally mow down grasses along pathway from park to road through the center of development, regularly check irrigation.

\*Remove garbage from sound wall and common grounds.

### **Primary Maintenance Services**

**Lawns:** Regularly mow lawns, spray for broad leaf weeds, fertilize quarterly and aerate once a year.

**Shrubs:** Pruning, fertilization and disease and insect control

**Trees:** Selective pruning, suckering and fertilization. (Any tree topping or major pruning that is over 15 feet will be contracted out by Licensed Tree Pruning Company)

**Ground Cover:** Fertilization and maintenance.

**Irrigation System:** Minor Irrigation repairs to existing system will be done during weekly maintenance; major projects will be scheduled in and billed out upon completion.

**Grounds:** Weed removal and regular spraying, blowing off walkways.

**Plant Replacement:** Replacement of damaged and dead landscape plants. Cost of replacement plant material will be billed out upon completion.

**Annual Planting:** Planting of annual and perennial color will be done when needed. Cost of plant material will be billed out upon completion.



**Chemicals:** The cost of fertilizer and chemicals is in addition to the monthly fee and will be charged when used in regular maintenance, this additional charge is billed out four times per year.

**Fee** Lee Landscaping will provide Landscape Maintenance for the described project for the monthly fee of \_\_\_\_\_ **\$2300.00**


**Chemical charge (Quarterly)** \_\_\_\_\_ **\$250.00**

Monthly payments will be paid within 15 days of receipt of statement and invoices will be paid upon receipt. Service charge of 2% per month or \$10 minimum per month applies to balances 30 days or older.

**Terms** The term of this agreement is 12 months from the date of execution, and shall automatically renew for another equal term unless notice of the Owner's intent is not to renew. You may cancel this agreement for landscape maintenance services with or without cause, upon 30 days written notice to Lee Landscaping. All services provided up to the time of cancellation will be paid for within 15 days of receipt of statement.

**Modifications and Additions:** Should the Owner direct any modifications or additions to the work or materials covered by this contract the contract price shall be adjusted accordingly.

\_\_\_\_\_  
Quail Hollow/ San Benito County

  
Mary Ann Lee - Lee Landscaping

\_\_\_\_\_  
Date

3-1-2017  
Date



## **Riverview Estates**

### **Project Location**

Hospital Road, Southside Road and Truckee Road Hollister, CA 95023

### **Project Description**

- \*Lee Landscape will provide weekly services along sound walls on Southside and Hospital Roads, common areas on Truckee Road and 200 foot strip between back yard fences and chain link fence behind development near ponding basin.
- \*Lee Landscaping will furnish all labor, equipment, supervision and tools necessary to maintain landscaped areas.
- \*Maintain Groundcover, Shrubs and Trees, Ground Area, Blow Sidewalks
- \*Routinely check drip irrigation

### **Primary Maintenance Services**

***Shrubs:*** Pruning, fertilization and disease and insect control

***Trees:*** Selective pruning, suckering and fertilization. (Any tree topping or major pruning that is over 15 feet will be contracted out by Licensed Tree Pruning Company)

***Ground Cover:*** Fertilization and maintenance.

***Irrigation System:*** Minor Irrigation repairs to existing system will be done during weekly maintenance; major projects will be scheduled in and billed out upon completion.

***Grounds:*** Weed removal and regular spraying, blowing off walkways.

***Plant Replacement:*** After approval, replacement of damaged and dead landscape plants. Cost of replacement plant material will be billed out upon completion.

***Annual Planting:*** Planting of annual and perennial color will be done when needed. Cost of plant material will be billed out upon completion.

***Chemicals:*** The cost of fertilizer and chemicals is in addition to the monthly fee and will be charged when used in regular maintenance, this additional charge is billed out four times per year.

**Fee** Lee Landscaping will provide Landscape Maintenance for the described project for the monthly fee of \_\_\_\_\_ **\$700.00**  
**Chemical charge (Quarterly)** \_\_\_\_\_ **\$150.00**

Monthly payments will be paid within 15 days of receipt of statement and invoices will be paid upon receipt. Service charge of 2% per month or \$10 minimum per month applies to balances 30 days or older.

**Terms** The term of this agreement is 12 months from the date of execution, and shall automatically renew for another equal term unless notice of the Owner's intent is not to renew. You may cancel this agreement for landscape maintenance services with or without cause, upon 30 days written notice to Lee Landscaping. All services provided up to the time of cancellation will be paid for within 15 days of receipt of statement.

**Modifications and Additions:** Should the Owner direct any modifications or additions to the work or materials covered by this contract the contract price shall be adjusted accordingly.

\_\_\_\_\_  
San Benito County

  
Mary Ann Lee - Lee Landscaping

\_\_\_\_\_  
Date

  
Date



P.O. Box 2409  
Hollister, CA 95024  
(831)636-4810  
CA LIC 854823

## **Oak Creek**

### **Project Location**

Enterprise Road Hollister, CA 95023

### **Project Description**

Lee Landscape will provide weekly services.

Lee Landscaping will furnish all labor, equipment, supervision and tools necessary to maintain landscaped areas.

\*Maintain Shrubs, Ground Area, blow sidewalks on property along sound wall on Enterprise Road

\*Mow Lawns, keep grounds clean and maintain shrubs as well as irrigation in common area inside main entrance to the right.

\*Mow Park Lawn, keep grounds clean, maintain shrubs, and regularly check irrigation.

\*Remove garbage from sound wall and common grounds.

### **Primary Maintenance Services**

**Lawns:** Regularly mow lawns, spray for broad leaf weeds, fertilize quarterly and aerate once per year.

**Shrubs:** Pruning, fertilization and disease and insect control

**Trees:** Selective pruning, suckering and fertilization. (Any tree topping or major pruning that is over 15 feet will be contracted out by Licensed Tree Pruning Company)

**Ground Cover:** Fertilization and maintenance.

**Irrigation System:** Minor Irrigation repairs to existing system will be done during weekly maintenance; major projects will be scheduled in and billed out upon completion.

**Grounds:** Weed removal and regular spraying, blowing off walkways.

**Plant Replacement:** Replacement of damaged and dead landscape plants. Cost of replacement plant material will be billed out upon completion.

**Annual Planting:** Planting of annual and perennial color will be done when needed. Cost of plant material will be billed out upon completion.

**Chemicals:** The cost of fertilizer and chemicals is in addition to the monthly fee and will be charged when used in regular maintenance, this additional charge is billed out four times per year.

**Fee** Lee Landscaping will provide Landscape Maintenance for the described project for the monthly fee of \_\_\_\_\_ **\$1400.00**  
**Chemical charge (Quarterly)** \_\_\_\_\_ **\$175.00**

Monthly payments will be paid within 15 days of receipt of statement and invoices will be paid upon receipt. Service charge of 2% per month or \$10 minimum per month applies to balances 30 days or older.

**Terms** The term of this agreement is 12 months from the date of execution, and shall automatically renew for another equal term unless notice of the Owner's intent is not to renew. You may cancel this agreement for landscape maintenance services with or without cause, upon 30 days written notice to Lee Landscaping. All services provided up to the time of cancellation will be paid for within 15 days of receipt of statement.

**Modifications and Additions:** Should the Owner direct any modifications or additions to the work or materials covered by this contract the contract price shall be adjusted accordingly.

\_\_\_\_\_  
Oak Creek/ San Benito County

  
\_\_\_\_\_  
Mary Ann Lee – Lee Landscaping

\_\_\_\_\_  
Date

3-1-2017  
\_\_\_\_\_  
Date



P.O Box 2409  
 Hollister, CA 95024  
 831-636-4810  
 CAL LIC #854823

## Estimate

Date
3/9/2017

**San Benito County - Public Works**  
**c/o Claudette Frey**  
**2301 Technology Parkway, Hollister,**  
**CA 95**  
**Hollister, CA 95023-3840**

Description	Qty	Cost	Total
<i>Estimate for Initial Clean Up of Open Areas, Parks and Sound Walls at Quail Hollow</i>			
Clean Up		3,000.00	3,000.00
Dump Fee		300.00	300.00
<b>Total</b>			<b>\$3,300.00</b>





P.O Box 2409  
 Hollister, CA 95024  
 831-636-4810  
 CAL LIC #854823

## Estimate

Date
3/10/2017

**San Benito County - Public Works**  
**c/o Claudette Frey**  
**2301 Technology Parkway, Hollister,**  
**CA 95**  
**Hollister, CA 95023-3840**

Description	Qty	Cost	Total
<i>Clean up of Park and Sound Walls at Oak Creek</i>			
<i>Clean Up</i>		<i>1,700.00</i>	<i>1,700.00</i>
<i>Dump Fee</i>		<i>150.00</i>	<i>150.00</i>
<b>Total</b>			<b>\$1,850.00</b>



P.O Box 2409  
 Hollister, CA 95024  
 831-636-4810  
 CAL LIC #854823

## Estimate

Date
3/10/2017

**San Benito County - Public Works**  
**c/o Claudette Frey**  
**2301 Technology Parkway, Hollister,**  
**CA 95**  
**Hollister, CA 95023-3840**

Description	Qty	Cost	Total
<i>Cleanup of Sound Walls, Open Area in back of Homes and area behind residential fences and chainlink fencing back</i>			
<i>Yard Clean Up</i>		750.00	750.00
<i>Dump Fee</i>		40.00	40.00
<b>Total</b>			<b>\$790.00</b>

Four Seasons Landscape & Maintenance  
1090 Riverside Road  
Hollister, Ca 95023  
(831) 637-2517  
State Contractors Lic. # 594647

**CONTRACT**

Date: 3/3/17

Owner/Client:

COUNTY OF SAN BENITO CSA  
1301 TECHNOLOGY RD  
HOLLISTER, CA 95023

Attention: CLAUDETTE FREY

Phone: 636-4170

Fax: 636-4176

Property/Location:

QUAIL HOLLOW CSA #46

HOLLISTER, CA.

Maintenance Contract

Amount: 2275.00 PER MONTH

Maintenance Begin Date: ASAP

Four Seasons Landscaping & Maintenance agrees to furnish all Horticultural supervision, labor, materials, and transportation necessary to maintain all landscaped areas as needed in accordance with the enclosed "Practical Specifications for Contract Landscape Maintenance".

Contract price to remain in effect on a month to month basis until such time as it will need be renegotiated due to cost increases.

Owner/Client to pay Four Seasons Landscaping & Maintenance for said performance according to the above contract amounts to be paid as follows:

By the tenth of the month following that in which work is done.

Owner/Client agrees to pay any and all costs incurred by Four Seasons Landscaping & Maintenance in the collection of same.

Owner/Client

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

Title: \_\_\_\_\_

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

Four Seasons Landscape &  
Maintenance

By: [Signature]

Title: owner

Date: 3/3/17

Four Seasons Landscape & Maintenance  
1090 Riverside Road  
Hollister, Ca 95023  
(831) 637-2517  
State Contractors Lic. # 594647

CONTRACT

Date: 3/3/17

Owner/Client:

COUNTY OF SAN BENITO  
2301 TECHNOLOGY PARKWAY  
HOLLISTER, CA. 95023

Attention: CLAUDETTE JAEY

Phone: 636-4170

Fax: 636-4176

Property/Location:

OAK CREEK CSA # 47

HOLLISTER, CA. 95023

Maintenance Contract

Amount: 1675.00 PER MONTH

Maintenance Begin Date: ASAP

Four Seasons Landscaping & Maintenance agrees to furnish all Horticultural supervision, labor, materials, and transportation necessary to maintain all landscaped areas as needed in accordance with the enclosed "Practical Specifications for Contract Landscape Maintenance".

Contract price to remain in effect on a month to month basis until such time as it will need be renegotiated due to cost increases.

Owner/Client to pay Four Seasons Landscaping & Maintenance for said performance according to the above contract amounts to be paid as follows:

By the tenth of the month following that in which work is done.

Owner/Client agrees to pay any and all costs incurred by Four Seasons Landscaping & Maintenance in the collection of same.

Owner/Client

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

Title: \_\_\_\_\_

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

Four Seasons Landscape &  
Maintenance

By: [Signature]

Title: owner

Date: 3/3/17

Four Seasons Landscape & Maintenance  
1090 Riverside Road  
Hollister, Ca 95023  
(831) 637-2517  
State Contractors Lic. # 594647

**CONTRACT**

Date: 3/3/17

Owner/Client:

COUNTY OF SAN BENITO  
2301 TECHNOLOGY PARKWAY  
HOLLISTER, CA 95023

Attention: CLAUDETTE FREY

Phone: 636-4170

Fax: 636-4176

Property/Location:

RIVERVIEW ESTATES CSA #53  
HOLLISTER, CA 95023

Maintenance Contract

Amount: 525.00 PER MONTH

Maintenance Begin Date: ASAP

Four Seasons Landscaping & Maintenance agrees to furnish all Horticultural supervision, labor, materials, and transportation necessary to maintain all landscaped areas as needed in accordance with the enclosed "Practical Specifications for Contract Landscape Maintenance".

Contract price to remain in effect on a month to month basis until such time as it will need be renegotiated due to cost increases.

Owner/Client to pay Four Seasons Landscaping & Maintenance for said performance according to the above contract amounts to be paid as follows:

By the tenth of the month following that in which work is done.

Owner/Client agrees to pay any and all costs incurred by Four Seasons Landscaping & Maintenance in the collection of same.

Owner/Client

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

Title: \_\_\_\_\_

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

Four Seasons Landscape &  
Maintenance

By: [Signature]

Title: owner

Date: 3/3/17

Four Seasons Landscaping  
1090 Riverside Rd.  
Hollister, CA 95023  
(831) 637-2517

CA Lic. #594647

1815

proposal submitted to:

work to be performed at:

NAME COUNTY OF SAN BENITO

NAME CSA # 46, 47, 53 CLEAN-UP.

ADDRESS 2301 TELHOLLO 94 PARKWAY

ADDRESS

CITY HOLLISTER STATE Ca. ZIP 95023

CITY HOLLISTER STATE Ca. ZIP 95023

TELEPHONE

TELEPHONE

DATE	DATE OF PLANS	START WORK DATE	YOUR INQUIRY NO.	PROPOSAL NO.	PAGE NO.	OF PAGES
<u>3/3/17</u>	<u>N/A</u>	<u>ASAP</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>

THIS PROPOSAL IS FOR INITIAL CLEAN-UP OF CSA # 46, 47, 53.  
MOW, WEED EAT, CUTTING OF DEAD MATERIAL, BUSHES, FALLEN TREES,  
GRASSHOPPER ETC. AND HAULING. THIS IS GOING TO TAKE APPROX A WEEK TO  
DO A GOOD JOB. THEN MAINTENANCE PEOPLE CAN DO THEIR JOB.

PRICE 3500<sup>00</sup>

Thank you.  
Joe L...

proposal & acceptance

proposal includes

acceptance of proposal

MATERIAL AND LABOR AS REQUIRED IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS.

FOR THE  
SUM OF \_\_\_\_\_ DOLLARS \$  
PAYMENT TO BE  
MADE AS FOLLOWS

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO COMPLETE THIS CONTRACT AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED TO THE LEFT.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

SIGNATURE OR COMPANY

AUTHORIZED SIGNATURE

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN \_\_\_\_\_ DAYS.

AUTHORIZED SIGNATURE

DATE OF ACCEPTANCE



## **Practical Specifications For Contract Landscape and Maintenance**

Prepared by Four Seasons landscape and Maintenance

### **I. Scope of Work:**

Furnish all supervision, labor material, equipment and transportation required to maintain the landscape in an attractive condition throughout the year, as needed and as specified below.

### **II. Materials:**

All fertilizers, herbicides, insecticides, and pesticides shall be environmentally acceptable to bid specifications and approved by owner. The County Agricultural Commissioner's office must, by law, be given a monthly record of all herbicides and Disease control chemicals used.

### **III. Tree and Shrub Care:**

Maintain trees and shrubs in a healthy, growing condition by performing all necessary operations.

#### **A. Pruning**

##### **1. Trees**

Prune trees to select and develop permanent scaffold branches that are smaller in diameter than the trunk branch to which they are attached, which have vertical spacing of from 18 to 8 inches and radial orientation so as not to overlay one another; to eliminate disease or damaged growth; to eliminate narrow v-shaped branch forks that lack strength; to reduce toppling and wind damage by thinning out crowns; to maintain a natural appearance; to balance crown with roots.

Evergreen trees shall be thinned out and shaped when necessary to prevent wind damage. The primary pruning of deciduous trees shall be done during the dormant season. Damage trees or those that constitute health or safety hazards shall be pruned at any time of the year as required.

##### **2. Shrubs**

The objective to shrub pruning is the same as for trees. Shrubs shall not be clipped into balled or boxed forms unless such is required by the design.

### B. Staking and Guying

When trees attain a trunk caliper of four inches (4") consider removal of existing stakes and guys. If unstable at this time, replacement should be recommended to the owner. Stakes and guys are to be inspected at least twice a year to prevent girdling of trunks or branches, and to prevent rubbing that causes bark wounds. Eye screws in specimen tree trunks are preferred to protective looped wire and hose.

### C. Weed Control

Maintain a reasonable level of control with Owner approved materials.

### D. Insect and Disease control

Maintain a reasonable level of control with Owner approved materials.

### E. Fertilization

Once, early in spring, and once, late in spring, fertilize recently established plants with Owner approved fertilizer.

### F. Replacement of plants

Dead plants and those in a state of decline shall be brought to the Owner's attention immediately. Replacement plants shall be paid for by the owner unless due to negligence of Contractor and be of size, condition and variety acceptable to Owner.

## IV Ground Cover

Foster attractiveness at all times by following these practices:

- A. Control weeds, preferably by removing by hand or hoe when possible.
- B. Remove trash weekly.
- C. Edge ground cover to keep in bounds and trim top growth as necessary to achieve an overall even appearance. About every two to three years, mow ivy, hyperacid and vinea to four inches above ground level in order to renew growth and improve density and attractiveness.
- D. Control rodents, insects and diseases detrimental to landscape as necessary, using materials that will be provided by owner.
- E. Replace dead and missing plants after obtaining owner's agreement to pay for the replacements. Damages due to contractors negligence shall be made good without charge.

#### V. Lawn Care

Lawn shall be maintained in a healthy growing condition by furnishing necessary services, including the following:

- A. Mowed and trimmed.
- B. Watered (see irrigation system- item VI)
- C. **Fertilized.** Lawn will be fertilized twice per year or as needed.
- D. **Weed Control.** If needed control broadleaf weeds with Owner-approved herbicides shall be used.
- E. **Insect and Disease Control.** If necessary, apply Owner-approved insecticides and fungicides when needed.

#### IV. Irrigation System

- A. Any damages to system caused by Contractor's operations shall be repaired without charge. Repairs shall be made within one watering period.
- B. Accidental damage not resulting from Contractor's negligence or operations shall be reported promptly to Owner, and upon approval, repairs shall be made at Owner's expense.
- C. Set and program automatic controllers for seasonal water requirements. Give Owner's representative a key to controller, and instructions on how to turn off system in case of emergency.

#### VII. Work not included

- A. Maintenance of large trees, over fifteen feet (15"), which cannot be pruned by gardener on an orchard ladder. These trees will be inspected, and a recommendation will be made for services of an arborist.
- B. Repairs or replacements of losses and damages beyond Contractors control, with Owners approval and agreement to purchase.
- C. maintenance of parking areas, driveways, walks, ect. Except for cleanup of gardening debris.
- D. New planting and other special services, except with owner's approval and agreement to pay.

#### VIII. Insurance

Contractor agrees to provide workman's compensation, Unemployment Insurance, and any other insurance required by law. Also, contractor will carry Public Liability and Automobile Insurance to limits required by owner, but not less than \$100,000.00/\$300,000.00

## IX Payment

Payment should be made to Contractor on a monthly basis, within five days after the close of the month.

## OTHER TERMS AND CONDITIONS

No deductions shall be made from the Contractor's compensation on account of penalty or liquidated damages unless the Contractor is given forty eight (48) hours to correct the problem.

The Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representative's to the other party with respect to all covenants, sublet or transfer any interest in this agreement without the written consent of the other.

The parties agree that in the interest of economy, speed and insuring continued good relationships any questions arising out of the operation of this agreement which the parties cannot resolve between themselves shall be referred to binding arbitration under the rule of the American Arbitration Association.

## X. Special Provisions

- A. Evaluation Period. Duration on contract to be evaluated at the end of three months.
- B. Contract Termination. Contract can be terminated by either party within one month of written notification
- C. General Plan for Routine Maintenance and Remedial Landscaping.

Within one month of the start of this contract, Four Seasons Landscape and Maintenance will provide to the Owner/Client a general plan for landscape maintenance and remedial landscape necessary to enhance the common grounds.

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

Typed Name: \_\_\_\_\_

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: 17.**

**MEETING DATE: 3/28/2017**

**DEPARTMENT: RESOURCE MANAGEMENT AGENCY**

**DEPT HEAD/DIRECTOR:**

**AGENDA ITEM PREPARER:** Adam Goldstone

**SBC DEPT FILE NUMBER:**

**SUBJECT:**

**RESOURCE MANAGEMENT AGENCY**

Reject all bids received for the Veterans Memorial Park Irrigation System Improvements, adopt revised plans and specifications, and authorize the advertising for bids.

SBC FILE NUMBER: 127

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

On January 25, 2017, bids were due for the Veterans Memorial Park Irrigation System Improvements project and only one bid was received. This bid exceeded the project budget, so County staff and consultants discussed the best method to move forward. After much review and discussion, staff has determined that the original design is appropriate but that the overall scope may need to be reduced or modified. The plans and specifications were revised to incorporate three deductive alternates. These alternates are the use of one or two smaller storage tanks, the electrical portion of the scope and the fencing portion of the scope. Depending on the lowest base bid received, one or more of these alternates can be deducted from the total bid price to reduce the project cost if necessary. Bids will be due on April 13 and the project could be

completed by mid-July.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Supervisors:

1. Reject all bids received for the Veterans Memorial Park Irrigation System Improvements project;
2. Adopt the revised plans and specifications; and
3. Authorize the advertising for bids

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

**Description**

Specifications - Notice, Instructions, Conditions, Contract, Bid Forms, etc.  
Plans

**Upload Date**

3/20/2017  
3/16/2017

**Type**

Backup Material  
Backup Material



# INVITATION FOR BIDS: SPECIFICATIONS



County of San Benito  
RESOURCE MANAGEMENT AGENCY

---

## VETERANS MEMORIAL PARK IRRIGATION SYSTEM IMPROVEMENTS

PROJECT #PWB-1706

CONSTRUCTION DOCUMENTS  
March 10, 2017

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

*Shirley L. Murphy*

Shirley L. Murphy,  
Deputy County Counsel

Date *March 20, 2017*

APPROVED:

San Benito County Board of Supervisors

Jaime De La Cruz,  
Chair

Date \_\_\_\_\_

---

PREPARED BY

**ADAM GOLDSTONE, R.A.**  
**COUNTY OF SAN BENITO**

2301 TECHNOLOGY PKWY.  
HOLLISTER, CA 95023  
T 831.636.4170  
F 831.636.4176

## TABLE OF CONTENTS

Division	Section Title	# of Pages
00 00 00	COVER PAGE .....	01
00 00 01	TABLE OF CONTENTS .....	04
<b>DIVISION 00 – CONTRACTING &amp; PROCUREMENT REQUIREMENTS</b>		
	CONTRACTING REQUIREMENTS .....	
	NOTICE TO CONTRACTORS .....	
	INSTRUCTIONS TO BIDDERS .....	
	GENERAL CONDITIONS .....	
	SUPPLEMENTAL CONDITIONS .....	
	SAMPLE OWNER-CONTRACTOR AGREEMENT .....	
	SAMPLE PAYMENT BOND .....	
	SAMPLE FAITHFUL PERFORMANCE BOND .....	
	SAMPLE CONTRACTOR QUALIFICATIONS QUESTIONNAIRE .....	
	<b>PROCUREMENT REQUIREMENTS</b>	
	BID .....	
	BID SCHEDULE .....	
	BIDDER'S BOND .....	
	NAMES AND TITLES FORM .....	
	NONCOLLUSION AFFIDAVIT .....	
	STATEMENT OF COMPLIANCE .....	
	DESIGNATION OF SUBCONTRACTORS .....	
	BIDDER QUALIFICATIONS .....	
	GUARANTY .....	
	CONTRACTOR'S CERTIFICATE AS TO WORKER'S COMPENSATION .....	
	AFFIDAVIT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS .....	
<b>DIVISION 01 - GENERAL REQUIREMENTS</b>		
01 10 00	SUMMARY OF WORK .....	13
01 10 00A	SUBMITTAL TRANSMITTAL (FORM) .....	01
01 10 00B	SUBSTITUTION REQUEST (FORM) .....	02
01 23 00	ALTERNATES .....	01
01 25 10	CONTRACTOR'S REQUEST FOR INTERPRETATION .....	03
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION .....	08
01 40 00	QUALITY REQUIREMENTS .....	05
01 50 00	TEMPORARY FACILITIES AND CONTROLS .....	11
01 73 19	CUTTING AND PATCHING .....	04
<b>DIVISION 02 - EXISTING CONDITIONS</b>		
02 41 11	SELECTIVE DEMOLITION .....	07

END OF TABLE OF CONTENTS

## CONTRACTING REQUIREMENTS

<b>Index to General Conditions.....</b>	<b>1</b>
<b>General Conditions.....</b>	<b>3</b>
<b>Supplemental Conditions.....</b>	<b>35</b>
<b>Sample Contract.....</b>	<b>38</b>
<b>Sample Payment Bond.....</b>	<b>42</b>
<b>Sample Faithful Performance Bond.....</b>	<b>44</b>

A copy of the Prevailing Wage Scale is available at the following web site:  
[http://www.dir.ca.gov/DLSR/statistics\\_research.html#PWD](http://www.dir.ca.gov/DLSR/statistics_research.html#PWD)

**INDEX TO GENERAL CONDITIONS:****PAGE NO.**

1.	BASIC DEFINITIONS.....	3
2.	CONTRACT DOCUMENTS.....	3
3.	EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK...	3
4.	ADDENDA.....	4
5.	BID.....	4
6.	LIST OF SUBCONTRACTORS.....	5
7.	WITHDRAWAL OF BID.....	5
8.	OPENING OF BIDS.....	5
9.	BIDDER'S BOND.....	5
10.	CONSIDERATION OF BIDS.....	5
11.	COMPETENCY OF BIDDER.....	6
12.	DISQUALIFICATION OF BIDDERS.....	6
13.	RELIEF OF BIDDERS.....	6
14.	AWARD OF CONTRACT.....	6
15.	RETURN OF BID GUARANTEES.....	6
16.	SIGNING OF CONTRACT.....	6
17.	CONTRACT BONDS.....	7
18.	NOTIFICATION OF SURETY COMPANIES.....	7
19.	INSURANCE.....	7
20.	PRE-CONSTRUCTION CONFERENCE.....	8
21.	INTENT OF PLANS AND SPECIFICATIONS.....	9
22.	CLARIFICATION OF CONTRACT DOCUMENTS.....	9
23.	PLANS AND SPECIFICATIONS TO BE FURNISHED.....	10
24.	SUPPLEMENTAL DRAWINGS AND INSTRUCTIONS.....	10
25.	CONFORMANCE WITH CODES AND STANDARDS.....	10
26.	PERSONAL ATTENTION AND SUPERINTENDENCE.....	10
27.	BEGINNING OF WORK.....	10
28.	PROGRESS SCHEDULE.....	11
29.	RESPONSIBILITY FOR ACCURACY.....	11
30.	EFFECT OF INSPECTION OR USE.....	11
31.	INSPECTION.....	11
32.	REMOVAL OF REJECTED MATERIALS OR WORK.....	12
33.	USE OF COMPLETED PORTIONS.....	12
34.	MEANS AND METHODS.....	12
35.	DELAYS.....	12
36.	EFFECT OF EXTENSION OF TIME.....	12
37.	CLAIMS.....	13
38.	FALSE CLAIMS.....	14
39.	CHANGES.....	15
40.	PAYMENTS.....	16
41.	COST AND PRICING DATA.....	18
42.	PROCEED WITH WORK.....	18
43.	ACCESS TO RECORDS.....	18
44.	DISMISSAL OF UNSATISFACTORY EMPLOYEES.....	18
45.	TERMINATION OF UNSATISFACTORY SUBCONTRACTS.....	18
46.	TEMPORARY SUSPENSION OF WORK.....	19

**INDEX TO GENERAL CONDITIONS:****PAGE NO.**

47.	TERMINATION OF CONTRACTOR'S CONTROL OVER THE WORK...	19
48.	FINAL INSPECTION, FIELD ACCEPTANCE, AND ACCEPTANCE.....	20
49.	CLEANING UP.....	20
50.	COMPLIANCE WITH LAWS AND REGULATIONS.....	20
51.	RESPONSIBILITY OF THE CONTRACTOR.....	23
52.	INDEMNIFICATION.....	23
53.	PERMITS AND LICENSES.....	24
54.	PROTECTION OF COUNTY AGAINST PATENT CLAIMS.....	25
55.	PROTECTION OF WORKERS.....	25
56.	PROTECTION OF MATERIALS AND EQUIPMENT.....	25
57.	SANITARY PROVISIONS.....	25
58.	EXISTING UTILITIES.....	27
59.	COOPERATION WITH OTHERS.....	27
60.	AIR POLLUTION CONTROL.....	28
61.	WATER POLLUTION.....	28
62.	SOUND CONTROL REQUIREMENTS.....	28
63.	UNFAVORABLE WEATHER AND OTHER CONDITIONS.....	28
64.	WEEKEND, HOLIDAY, AND NIGHT WORK.....	28
65.	OVERLOADING.....	29
66.	SUBCONTRACTING AND ASSIGNMENT.....	29
67.	NON-RECOGNITION OF SUBCONTRACTORS.....	29
68.	LANDS AND RIGHTS OF WAY.....	29
69.	LIABILITY OF DISTRICT OFFICIALS.....	29
70.	CONTRACTOR NOT AN AGENT OF THE COUNTY.....	29
71.	THIRD-PARTY CLAIMS.....	29
72.	GUARANTEE.....	29
73.	ASSIGNMENT OF ANTITRUST ACTIONS.....	30
74.	LEGAL ADDRESS OF THE CONTRACTOR.....	30
75.	SURVEYS.....	30
76.	MATERIALS OR EQUIPMENT SPECIFIED BY NAME.....	30
77.	PROPERTY RIGHTS IN MATERIAL.....	30
78.	CONTRACTOR'S EQUIPMENT.....	31
79.	MISCELLANEOUS PROVISIONS.....	31
80.	PUBLIC CONTRACT CODE SECTION 20104, ET SEQ.....	31



## GENERAL CONDITIONS

### 1) BASIC DEFINITIONS:

A. The term "Change Order" shall refer to a written agreement in the form included in these Contract Documents, signed by the County, Owner's Representative, Construction Manager, and Contractor, modifying the Contract.

B. The term "Claim" (see Paragraph 39).

C. The term "Construction Change Directive" (C.C.D.) shall refer to a written directive, signed by County, directing Contractor to perform and/or omit certain work as specified within the Construction Change Directive. The Contractor shall promptly comply with the Construction Change Directive and promptly perform and/or omit the work specified in the Construction Change Directive.

D. The term "Contract" means the Contract Documents.

E. The term "Contract Documents" consists of all documents listed in Paragraph 2, Contract Documents, of these General Conditions.

F. The term "Contract Sum" means the total compensation specified in the Contract. The Contract Sum may be adjusted by Change Order.

G. The term "Contract Time" means the number of days set forth in the Bid within which the full completion of the Contractor's work must be achieved. The Contract Time may be adjusted by Change Order.

H. The term "Contractor" means the person or firm identified as such in the Contract, or its authorized representative.

I. The term "County" means the County of San Benito, its trustees, officers, and employees.

J. The term "Owner's Representative" means the County of San Benito, its officers, employees, and designees. The County may, at any time, without prior notice to or approval by Contractor, replace Owner's Representative with a new Owner's Representative. Upon Contractor's receipt of notice from County of such replacement, Contractor shall recognize such person or firm as Owner's Representative for all purposes under the Contract Documents.

K. The term "Project" means the total of the work and obligations agreed to be performed by Contractor under the Contract.

L. The term "day" means a calendar day unless otherwise specifically noted.

2) CONTRACT DOCUMENTS: The Contract Documents consist of the Notice to Contractors; Instructions to Bidders; Bid; Bidder's Bond; Names and Titles Form; Noncollusion Affidavit; Statement of Compliance; Designation of Subcontractors; Bidder's Qualifications; Guaranty; Contractor's Certificate as to Worker's Compensation; Affidavit Concerning Employment of Undocumented Aliens; Contract; General Conditions; **Plans dated March 10, 2017 and Specifications dated March 10, 2017**; any addenda issued; Change Orders; and any other documents described as such within these Contract Documents.

3) EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK: Each bidder shall examine carefully the site of the work and the Contract Documents, and shall satisfy itself as to the character, quality, and quantity of the surface and subsurface materials or obstacles to be encountered.

The submission of a bid shall be conclusive evidence that the Contractor has satisfied itself through Contractor's own investigation as to the conditions to be encountered; the character, quality, and scope of work to be performed; the materials and equipment to be furnished; and all requirements of the Contract Documents.

Where investigations of subsurface conditions have been made with respect to foundation or other structural design, and that information is made available to Contractor or shown in the Contract

Documents, said information represents only the statement as to the character of materials which have been actually encountered by it in its investigation, and is only made available or included for the convenience of bidders.

Investigations of subsurface conditions are made for the purpose of design, and the County assumes no responsibility whatsoever with respect to the sufficiency or accuracy of borings, the log of test borings, or other preliminary investigations, or of the interpretation thereof, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is made available to Contractor or included in the Contract Documents, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract, and represents only an opinion of the County as to the character of the materials to be encountered, and is made available or included in the Contract Documents only for the convenience of the bidders. Making such information available to bidders is not to be construed in any way as a waiver of the provisions of the first two paragraphs of this section, and bidders must satisfy themselves, through their own investigations, as to conditions to be encountered.

The Contractor shall promptly, and before the following conditions are disturbed, notify the County and Owner's Representative, in writing, of any:

A. 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, including but not limited to PCB's, lead or asbestos.

B. Subsurface or latent physical conditions at the site differing from those indicated.

C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The County shall promptly cause an investigation of 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 or Construction Change Directive.

In the event that a dispute arises between the County and the Contractor whether the conditions materially 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 required by the Contract, but shall proceed with all work to be performed under the Contract.

Nothing contained within this Section or the Contract Documents relieves the Contractor of its obligations set forth in the first two paragraphs of this Section.

4) ADDENDA: If discrepancies or apparent errors are found in the Contract Documents prior to the date of bid opening, bidders shall submit a written request for clarification, which response to said request will be given in the form of addenda to all bidders, if time permits. Otherwise, in figuring the work, bidders shall consider that any discrepancies or conflict between Contract Documents shall be governed by Paragraph 21, Intent of Plans and Specifications, and Paragraph 26, Conformance with Codes and Standards, of the General Conditions.

The correction of any discrepancies in, or omissions from the drawings, specifications, or other Contract Documents, or any interpretation thereof, during the bidding period will be made only by an

addendum issued by the Owner's Representative. Each such addendum issued by the Owner's Representative shall be made a part of the Contract. Any other interpretation or explanation of such documents will not be considered binding.

5) BID: The Contractor's bid shall be made on the form provided, with all items filled out, and properly signed. The bid shall be signed in longhand; by the Contractor if an individual, by a member of the partnership, or by an officer of a corporation authorized to sign contracts in its behalf. If made by a corporation, the bid shall show the name of the State under the laws of which the corporation is chartered or organized.

Bidders are warned against making erasures or alterations of any kind on their bid. Bids which contain omissions, erasures, alterations, conditions, or additions not called for may be rejected.

The bid shall be enclosed in a sealed envelope having the name of the Project, as it appears on the bid, and the name and address of the bidder shown thereon.

6) LIST OF SUBCONTRACTORS: In accordance with California Public Contract Code, Chapter 4 (commencing with Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California (Subletting and Subcontracting Fair Practices Act), each bid shall have listed on the form provided with the bid: (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, in or about the construction of the work or improvement, or a subcontractor licensed by the State of California, who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid, and (b) the portion of the work which will be done by each subcontractor. The Contractor shall list only one subcontractor for each such portion as defined by the Contractor in Contractor's bid.

If Contractor fails to specify a subcontractor for any portion of the work to be performed under this Contract in excess of one-half of one percent (0.5%) of the total bid, Contractor agrees to perform that portion itself.

7) WITHDRAWAL OF BID: A bid may be withdrawn at any time prior to the hour fixed in the Notice to Contractors for the opening of bids by a written request of the bidder, filed with the County. The withdrawal of a bid will not prejudice the right of a bidder to file a new bid within the time prescribed.

8) OPENING OF BIDS: Bids will be opened and then read publicly at the time and place indicated in the Notice to Contractors, or as soon thereafter as is reasonable. Bidders or their representatives and others interested are invited to be present.

9) 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 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 Contractor 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, 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, Contractor Qualifications Questionnaire, or enter into a contract.

10) CONSIDERATION OF BIDS: After the bids have been opened and read, they will be checked for accuracy and compliance with these Contract Documents.

Bid prices shall include everything necessary for the completion of fulfillment of the Contract, including, but not limited to, furnishing all materials, equipment, tools, labor and services, except as may be provided otherwise in the Contract Documents. When a price is quoted in both words and figures, the words shall prevail in case of a discrepancy.

Bid prices shall include allowance for all taxes, including, but not limited to, all Federal, State, and local taxes.

The County reserves the right to reject any and all bids; to waive any minor irregularity in a bid; and to accept one schedule of a bid and reject another.

11) COMPETENCY OF BIDDER: The bidder shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the Project, and shall be skilled and regularly engaged in the general class or type of work called for under this contract, with at least 5 years of experience in the project type.

12) DISQUALIFICATION OF BIDDERS: More than one bid in the same project trade component from any individual, firm, partnership, corporation, or association, under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work will cause the rejection of all bids in which such bidder is interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered. Any bid in which the prices obviously are unbalanced may be rejected.

13) RELIEF OF BIDDERS: Attention is directed to the provisions of Public Contract Code section 5100, and following, concerning relief of bidders, and in particular to the requirement therein that if the bidder claims a mistake was made in Contractor's bid, the bidder shall give the County written notice within five (5) days after opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

14) AWARD OF CONTRACT: Award of the Contract, if awarded at all, will be to the lowest responsive, responsible bidder whose bid complies with the specified requirements. The award, if it be awarded, will be made by the County within sixty (60) days after opening of the bids.

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.

15) RETURN OF BID GUARANTEES: When the award of the contract has been made, the bid guarantees accompanying the three lowest bids shall be retained. All other guarantees for bids not to be further considered in making the award will be returned. The retained guarantees will be returned when the Contract has been fully signed.

16) SIGNING OF CONTRACT: A Contract shall be signed by the successful bidder in triplicate on the form provided and returned to the County, within ten (10) days after date of dispatch of the Contract forms. After signing by the County, one copy will be delivered to the Owner's Representative, and one copy shall be returned to the Contractor.

If the bidder to whom the award is made fails or refuses to enter into the Contract within ten (10) calendar days from the time the Contract forms are dispatched by the County, Paragraph 9, Bidder's Bond, of these General Conditions shall apply. The County may then award the Contract to

the next lowest responsive, responsible bidder. This will be done after the failure or refusal of the low bidder to enter into the Contract, as is convenient for the County. If the next lowest responsive, responsible bidder fails or refuses to enter into the Contract, then Paragraph 9, Bidder's Bond, of these General Conditions shall apply. The County may then award the Contract to the next lowest responsive, responsible bidder.

17) CONTRACT BONDS: Within ten (10) days of County's dispatch of Notice of Award, the Contractor shall furnish corporate surety bonds to the benefit of the County, issued by a surety company acceptable to the County and authorized and admitted to do business in the State of California, as follows:

A. Faithful Performance Bond -- In a sum not less than one hundred percent (100%) of the total contract price as set forth in the Contract to guarantee the Contractor's faithful performance of all covenants and stipulations of the Contract. The bond shall contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

B. Payment Bond -- In a sum not less than one hundred percent (100%) of the total contract price as set forth in the Contract to guarantee the payment of wage, 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.

Faithful Performance Bond and Payment Bond samples are contained within these Contract Documents.

18) NOTIFICATION OF SURETY COMPANIES: The surety companies shall familiarize themselves with all provisions and conditions of the Contract. It is understood and agreed that the surety or sureties waive the right of special notification of any modifications or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts by the County or its authorized agents under the terms of the Contract; and failure to so notify the surety companies of such changes shall in no way relieve the surety or sureties of their obligations under this Contract. The surety expressly waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

19) INSURANCE: Within ten (10) days of County's dispatch of Notice of Award, the Contractor shall furnish a Certificate of Insurance substantiating the fact that Contractor has taken out the insurance hereinafter set forth for the period covered by the Contract with an insurance carrier acceptable to the County and under terms satisfactory to the County. Insurance industry's standard Accord Certificate of Insurance or binder forms shall bear an endorsement precluding the cancellation or reduction of coverage of any policy covered by such Certificate or binder before the expiration of thirty (30) days after the County shall have received notification of such cancellation, suspension, reduction, or voided coverage. Contractor shall immediately furnish copies of its insurance policies required under this Contract to the County upon request. In the event Contractor does not have a Certificate of Insurance or binder evidencing the proper insurance coverages, the Contractor shall not be allowed on the work site.

All insurance policies shall by endorsement include the County of San Benito, its trustees, officers, employees, agents, inspectors, construction managers, project managers, consultants, subconsultants, their employees, and each of them, as additional insureds to protect, as well as to provide the defense of, from all suits, actions, damages, liability, or claims of every type and description to which they may be subjected or put by reason of, or resulting from, the Contractor's performance of the Contract. Contractor's insurance shall apply as primary insurance, and any other

insurance carried by the additional insureds identified above shall apply as excess and will not contribute with this insurance.

Each insurance policy shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage's afforded shall apply as though separate policies had been issued to each insured; (2) It acts as primary insurance, and that no insurance held or owned by the County shall be called upon to cover, either in full or in part, any loss covered under the policy acquired by Contractor; and (3) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments "are not included as part of the insurance policies limits of liability." If any of the policies indicate that defense costs are included in the general aggregate limit, then the required general aggregate limits shall be a minimum of \$2,000,000 or more at the County's discretion.

If the Contractor fails to maintain such insurance, the County may take out insurance to cover damages of the below-mentioned classes for which the County might be held liable on account of the Contractor failing to pay such damages and deduct and retain the amount of the premium for such insurance from any sums due the Contractor under the Contract. Failure of the County to obtain such insurance shall in no way relieve the Contractor from any of its responsibilities under the Contract.

Without limiting Contractor's duty to indemnify, the minimum insurance coverages to be obtained by the Contractor as hereinabove referred to are as follows:

A. Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$2,000,000 per occurrence. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11 85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000).

B. All Risk Property Coverage or Builders Risk Insurance in an amount equal to or greater than the contract amount and shall cover the full replacement cost of the building and improvements in the event of loss, damage, or destruction by fire or other perils commonly covered by standard extended coverage. Such amount shall be adjusted in accordance with adjustments in the contract amount. The subject insurance policy shall protect the interest of County, Contractor, subcontractors and sub-subcontractors with respect to work performed under this contract, and shall provide broad form all-risks coverage, including insuring against perils of fire, theft, flood, vandalism, malicious mischief, collapse and debris removal. Contractor shall be responsible for all losses to the work performed under this contract until completion of the work and final payment by owner. Contractor shall maintain property insurance until such final payment has been made by owner.

C. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence. The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

D. Workers' Compensation Insurance, The Contractor shall be a qualified self-insurer or shall carry full Workers' Compensation and Employers' Liability insurance coverage, either through the State Compensation Insurance Fund or a standard approved policy obtained from a licensed insurance carrier for all persons employed, either directly or through subcontractors, in carrying out the work



under this Contract in accordance with the "Workers' Compensation and Insurance Act," Division IV thereof. Employers' limits of liability shall be the prevailing statutory limits of liability.

Any exceptions to the provisions of this section must be delineated in the Contract Documents. In addition, it is understood and agreed that an excess insurance policy or an umbrella policy (following form) may be utilized to meet the above-required limits of liability for Commercial/Comprehensive General Liability, Business Automobile Liability policy, and the Workers' Compensation Employers' Liability.

20) PRE-CONSTRUCTION CONFERENCE: Prior to the start of construction, a conference will be called by the County or Owner's Representative for the purpose of reviewing the construction program with the Contractor. At this conference, the sequence of work, methods of access to the construction site and temporary facilities shall be reviewed by the Contractor and County. Coordination of utilities within the project limits, including relocations and maintenance of existing facilities and additions thereto, shall be confirmed in writing by utility representatives and the Contractor at this conference, or within five (5) working days thereafter.

21) INTENT OF PLANS AND SPECIFICATIONS: It is the intent of these Contract Documents that the work performed under the Contract shall result in a complete operating system in satisfactory working condition with respect to the functional purposes of the installation, and no extra compensation will be allowed for anything omitted but fairly implied. The prices paid for the various items in the bid shall include full compensation for furnishing all labor, materials, tools, equipment, overhead, profit, incidentals, and doing all work necessary to complete the finished product as provided in the Contract Documents.

The specifications and drawings are intended to be explanatory of each other. Any work shown on the drawings, and not in the specifications, or vice versa, is to be treated as if indicated in both. In the case of conflict or inconsistency, the Supplementary Conditions (if any) shall control over the General Conditions, the General Conditions shall control over the Technical Specifications, and the Technical Specifications shall control over the drawings. Figured dimensions shall control over scaled measurements. In all cases, the more costly or expensive interpretation is deemed to control and be the interpretation incorporated into the Contract Documents and Contract Sum.

Organization of the specifications into various subdivisions and the arrangement of the drawings shall not control Contractor in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood construction industry meanings, and nontechnical words and abbreviations are used in accordance with their commonly understood meanings.

The Contract Documents may omit modifying words such as "all" and "any", and articles such as "the" and "an", but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The use of the word "including," when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably be deemed to fall within the broadest possible scope of such general statement.

Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust, or other legal entity whenever the context so requires. The

captions and headings of the various subdivisions of the Contract Documents are intended only as a matter of reference and convenience, and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

Contractor shall assume responsibility for design of systems and fabrications needed to meet performance criterion described in the Contract Documents. Design by Contractor shall include, but is not limited to, concrete form work, casework joinery, fire sprinkler systems, mechanical and electrical systems represented diagrammatically on Contract Drawings. Design shall be governed by descriptive criterion specified for each item. Contractor shall also assume responsibility for temporary structures used to implement construction such as shoring and scaffolding.

22) CLARIFICATION OF CONTRACT DOCUMENTS: Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in the Contract Documents, or in the event of any doubt or question arising respecting the true meaning of the Contract Documents, the Contractor shall apply to the Owner's Representative for such further explanations as may be necessary. The Contractor shall thoroughly review all Requests for Information (RFI's) submitted by subcontractors prior to submission to the Owner's Representative to determine whether such RFI's is already answered in the Contract Documents. Contractor represents to County and Owner's Representative, that by submission of an RFI, Contractor has thoroughly reviewed the RFI and thoroughly reviewed the Contract Documents, and determined that the RFI is not answered or reasonably inferable in the Contract Documents, and that the RFI pertains to an unforeseen condition or circumstance that is not described in the Contract Documents, that there is a conflict or discrepancy in the Contract Documents, or there is an omission in the Contract Documents. In the event any RFI is answered or reasonably inferable from the Contract Documents, Contractor agrees to pay the Owner's Representative and County the reasonable cost for their time and expenses associated with reviewing and responding to RFI's which are already answered or reasonably inferable from the Contract Documents. In the event of a disagreement over such compensation, the judgment of the Owner's Representative shall control.

23) PLANS AND SPECIFICATIONS TO BE FURNISHED: The Contractor will be furnished, free of charge, *three* (3) copies of the Contract Documents. The Contractor shall retain an approved complete set of Contract Documents on the job at all times during the progress of the work.

24) SUPPLEMENTAL DRAWINGS AND INSTRUCTIONS: In addition to the drawings incorporated in the Contract at the time of signing, the architect or engineer may furnish such working drawings and supplemental drawings from time to time as may be necessary to make clear, or to define in greater detail, the intent of the Contract drawings and specifications. In furnishing such additional drawings and/or instructions, the architect or engineer shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the nature of the work. These working drawings and supplemental drawings shall become a part of the Contract Documents, and the Contractor shall make its work conform to them.

25) CONFORMANCE WITH CODES AND STANDARDS: All work and materials shall be in full accordance with the latest adopted standards and regulations of the State Fire Marshal; the Uniform Building Code; the National Electrical Code; the Uniform Plumbing Code; Americans With Disabilities Act; Cal OSHA; and all other applicable codes, laws, or regulations. Nothing in these Contract Documents is to be construed to permit work not conforming to these requirements. Contractor agrees that immediately upon signing of the Contract, Contractor will diligently review the Contract Documents and determine if any work described or inferred within the Contract Documents is not in conformance with these requirements. Should Contractor discover work within the Contract Documents not in conformance with these requirements, Contractor agrees to immediately notify Owner's Representative in writing of said nonconformance, and to not proceed with nonconforming work. When the work detailed in the Contract Documents differs from governing codes, it is understood and agreed that the Contract Sum is based upon the more costly or expensive standard.

26) PERSONAL ATTENTION AND SUPERINTENDENCE: The Contractor shall give Contractor's personal attention to, and shall supervise the work to the end that it shall be faithfully prosecuted. Contractor shall keep on the work at all times throughout its progress, a competent superintendent who shall represent the Contractor in Contractor's absence, and shall have complete authority to represent and act for the Contractor. Whenever the Contractor or Contractor's superintendent is not present on a particular part of the work, the Owner's Representative or County may stop the work until the Contractor or Contractor's superintendent arrives.

The Contractor shall be liable for the faithful observation of any instructions delivered to Contractor or to Contractor's authorized representatives. Any order given by the Owner's Representative not otherwise required by the specifications to be in writing will, on request of the Contractor, be given or confirmed by the Owner's Representative in writing.

27) BEGINNING OF WORK: The Notice to Proceed shall constitute authority for the Contractor to enter upon the site of the work and to begin operations, upon condition that the Contractor has strictly complied with all requirements of these Contract Documents, including but not limited to, furnishing all required documentation and certificates of insurance. If Contractor has not provided County with all documents required by these Contract Documents as of the date of the Notice to Proceed, Contractor shall not be allowed on the site of the work or allowed to start work on the Project, notwithstanding the issuance of a Notice to Proceed.

When the Contractor has started work on the Project, the Contractor shall diligently prosecute the work to completion within the time limit provided in the Contract Documents.

The Contractor shall give the County and Owner's Representative at least two (2) working days' notice of Contractor's intention to start work, specifying the time, date, and location at which the Contractor intends to begin.

Contract time shall begin five (5) days after the date of dispatch of the Notice to Proceed, whether or not Contractor is allowed on the work site due to Contractor's failure to furnish County with all documentation required by these Contract Documents. In no event shall there be a period of time greater than thirty (30) days, from the time the Contract is dispatched by the County to the Contractor and the commencement of the Contract Time, regardless of the receipt or lack thereof by County of all documents required by these Contract Documents.

28) PROGRESS SCHEDULE: The County's receipt of a proposed progress schedule and monthly updated progress schedules, all in strict compliance with these Contract Documents shall be conditions precedent to the Owner's Representative's or County's approval of the Contractor's periodic pay requests and/or the County's obligation to request payment be issued to Contractor.

The Contractor shall, to every reasonable extent, carry on the work of construction of the various elements of the project concurrently, and shall not defer construction of any portion of the work in favor of any other portion without the express written approval of the Owner's Representative or County.

29) RESPONSIBILITY FOR ACCURACY: The Contractor shall obtain all necessary measurements for and from the work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work, the accuracy for all of which Contractor shall be responsible. Each subcontractor shall adjust, correct, and coordinate Contractor's work with the work of others so that no discrepancies will result in the whole work.

Contractor shall be responsible for verifying that all information and data contained and set forth in all of Contractor's submittals that may be required by the Contract Documents, comply in all respects with the Contract Documents.

30) EFFECT OF INSPECTION OR USE: Neither the inspection by an inspector, County, Owner's Representative, construction manager, architect, engineer, or anyone acting in their behalf, nor any measurement, approved modification, submittal, shop drawing, order, or certificate, nor acceptance of any part or whole of the work, or payment of money, nor any possession or use by the County or its agents, shall operate as a waiver of any provisions of the Contract or of any power or authority reserved therein, or of any right to damages thereunder; nor shall the waiver of any breach of this Contract be held to be a waiver of any subsequent or other breach.

31) INSPECTION: All work done and all materials and equipment furnished under this Contract shall be subject to the inspection and approval of the Owner's Representative and/or County. They shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility and assistance for ascertaining that the materials and workmanship are in accordance with the requirements and intent of the Contract Documents. Any work constructed without inspection as provided above, except with the specific written consent or approval of the Owner's Representative and Construction Manager, or constructed contrary to the instructions or orders of the Owner's Representative, Construction Manager, or his or her authorized representative, must, if requested by the Owner's Representative or County, be uncovered for examination and properly restored at the Contractor's expense.

The inspection of the work by County, the County's Inspector(s), Construction Manager, architect, engineer, consultants or anyone acting in their behalf, does not relieve the Contractor of any of Contractor's obligation to fulfill the Contract as prescribed. Any work, materials, or equipment not meeting the requirements and intent of the Contract Documents shall be rejected, and unsuitable work or materials shall be made good, notwithstanding the fact that such work or materials may have previously been inspected or approved and payment therefor may have been made. If nonconforming work, materials, or equipment not meeting the requirements and intent of the Contract Documents is discovered, and the Contractor fails to remedy the nonconforming work, materials, or equipment, or the County agrees in writing to accept the nonconforming work, materials, or equipment, Contractor agrees to sign a Change Order or otherwise reimburse County in a sum equal to the cost to remedy the nonconforming work, materials, or equipment. It is expressly understood and agreed that the County will be entitled to recover from Contractor the full cost of remedying nonconforming work, materials, or equipment, and that diminution in value will not be considered as a method for valuing the County's damages for nonconforming work, materials, or equipment, and further that the doctrine of economic waste will not be a defense to the County's recovery from Contractor of the full and complete cost and expense of remedying nonconforming work, materials, or equipment.

Re-examination of any work may be ordered by the County, Construction Manager and/or the Owner's Representative, and such work must be uncovered by the Contractor. The Contractor shall pay the entire cost of such uncovering, re-examination, and replacement if the work does not conform to the Contract Documents.

32) REMOVAL OF REJECTED MATERIALS OR WORK: The Contractor shall, upon request and without delay, remove from the site of the work, all rejected or condemned materials of any kind brought to, or incorporated in, the work. No such rejected or condemned materials shall again be offered for use in any work under the Contract. All work which has been rejected shall be remedied, or removed and replaced, by the Contractor in a manner acceptable to the County at Contractor's expense.

Upon failure of the Contractor to comply within forty-eight (48) hours with any written order of the County or Owner's Representative made under this section, or to make satisfactory progress in so

doing, the County may cause such rejected materials to be removed, or such rejected work to be remedied, or removed and replaced, and deduct and retain the costs from any sums due or to become due to the Contractor.

33) USE OF COMPLETED PORTIONS: The County shall have the right at any time during the progress of this work to take over and place in service any completed or partially completed portion of the work, notwithstanding the time for completion of the entire work or such portions which may not have expired; but such taking possession thereof shall not be deemed an acceptance of any of the work, nor work on those portions not completed in accordance with the Contract Documents.

34) MEANS AND METHODS: Neither Owner's Representative nor County will have control over, be in charge of, nor be responsible for construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the work, since these are solely Contractor's responsibility, unless otherwise required by the Contract Documents.

35) DELAYS: The Contractor agrees to complete all of its work required in the Contract Documents, or any subsequent revisions or modifications thereto, within the time specified in the Bid Bid, subject to Change Orders increasing or decreasing the time specified. It is agreed by the parties to this Contract that time is of the essence to the performance of this Contract by Contractor, and that in case all work called for under the Contract is not completed in all respects and requirements within the time called for in the Contract Documents, plus any agreed upon extensions of time, damage will be sustained by the County.

36) EFFECT OF EXTENSION OF TIME: The granting of an extension of time for the completion of the work on account of delays which, in the judgment of the County, are unavoidable delays, or granted for the performance of extra or additional work, shall in no way operate as a waiver on the part of the County of any of its rights under this Contract.

37) CLAIMS: A Claim is any request by Contractor to adjust, alter, modify, or otherwise change the Contract Sum or the Contract Time, or both. A Claim must be stated with specificity, including identification of the event or occurrence giving rise to the Claim, the date of the event, and the asserted affect on the Contract Sum and the Contract Time, if any. The Claim shall include adequate supporting data. Adequate supporting data for a Claim for an adjustment of the Contract Time shall include scheduling data demonstrating the impact of the event on the critical path and completion of the Project. Adequate supporting data for a Claim for an adjustment in the Contract Sum shall include a detailed cost breakdown of items included within the Claim and documentation supporting each item of cost.

Contractor shall submit all Claims to the County before proceeding to perform the work, or portions of the work, giving rise to such Claim. Contractor hereby expressly waives any Claims of which Contractor was aware, whether or not the exact amounts of such Claims were ascertainable, and that are not submitted to the County prior to Contractor proceeding to perform the work, or portions of the work, giving rise to such Claims.

All Claims shall be submitted to County and Owner's Representative for decision within fifteen (15) days after the event or occurrence giving rise to the Claim. Contractor hereby expressly waives all Claims not made within the aforesaid time limit.

Claims must be submitted to County before the date of final payment. Contractor hereby expressly waives all Claims not submitted, in complete and proper form, on or before the date of final payment.

Contractor expressly waives any Claims for delay or adjustment to the Contract Time if the Contractor fails to provide written notice to County within three (3) days of the event or occurrences giving rise to the delay. Said written notice shall include the event or occurrence giving rise to the

delay, the estimated duration of the delay, and the impact of the event or occurrence upon the critical path and completion of the Project. Contractor will not be entitled to adjustments to the Contract Time for delays attributable to weather, unless such delays are attributable to weather which is abnormal and delays the completion of the Project. Abnormal is to be based upon locally recognized annual weather patterns for the month in which the abnormal weather occurs.

As used herein, the following terms shall have the following meanings:

"Excusable Delay" means any delay of the completion of the Project beyond the expiration of the Contract Time caused by conditions beyond the control and without the fault or negligence of the Contractor such as strikes, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, and stormy and inclement weather conditions in which the work cannot continue. The financial inability of the Contractor or any subcontractor and default of any subcontractor, without limitation, shall not be deemed conditions beyond the Contractor's control. An Excusable Delay may entitle the Contractor to an adjustment in the Contract Time.

"Compensable Delay" means any delay of the completion of the work beyond the expiration date of the Contract Time caused by the gross negligence or willful acts of the County or Owner's Representative, and which delay is unreasonable under the circumstances involved, and not within the contemplation of the parties. A Compensable Delay may entitle the Contractor to an extension of the Contract Time and/or Contract Sum. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hinderance, or disruption.

"Inexcusable Delay" means any delay of the completion of the Project beyond the expiration of the Contract Time resulting from causes other than those listed above. An Inexcusable Delay shall not entitle the Contractor to an extension of the Contract Time or an adjustment of the Contract Sum.

The Contractor may make a Claim for an extension of the Contract Time, for an Excusable Delay or a Compensable Delay, subject to the following:

A. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last.

B. If an Inexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, by which the Excusable Delay or the Compensable Delay exceeds the Inexcusable Delay.

C. If an Inexcusable Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum extension in the Contract Time shall be the number of days, if any, by which the number of days determined pursuant to Subparagraph (a) exceeds the number of days of the Inexcusable Delay.

D. For a Compensable Delay, the Contractor shall only be entitled to an adjustment in the Contract Sum in an amount equal to the actual additional labor costs, material costs, and unavoidable equipment costs incurred by the Contractor as a result of the Compensable Delay, plus the actual additional wages or salaries and fringe benefits and payroll taxes of supervisory and administrative personnel necessary and directly employed at the Project site for the supervision of the work during the period of Compensable Delay. Except as provided herein, the Contractor shall have no claim for damage or compensation for any delay, interruption, hinderance, or disruption. There shall be no Compensable Delay unless the event or occurrence giving rise to the Compensable Delay extends the actual completion of the Project past the Contract Time.



The parties agree that the County's exercise of its rights to order changes in the work, regardless of the extent and number of changes, or to suspend the work, is within the contemplation of the parties and shall not be the basis for any Claim for Compensable Delay. The rights of the Contractor to adjustments of the Contract Time and the Contract Sum, based on changes ordered in the work or suspension of the work, shall be solely governed by this provision.

38) FALSE CLAIMS: California Penal Code section 72, provides that any person who presents for payment with intent to defraud any County board or officer, any false or fraudulent claim, bill, account, voucher, or writing, is punishable by fines not exceeding ten thousand dollars (\$10,000.00) and/or imprisonment in the state prison.

Government Code sections 12650, et seq., pertains to civil penalties that may be recovered from persons (including corporations, etc.) for presenting a false claim for payment or approval, presents a false record or statement to get a false claim paid or approved, or other acts, to any officer or employee of any political subdivision of the State of California. Any person or corporation violating the provisions of Government Code sections 12650, et seq., shall be liable for three times the amount of the damages of the political subdivision, plus a civil penalty, plus costs.

All Claims by Contractor, shall include the following certification, properly completed and executed by Contractor or an officer of Contractor:

I, \_\_\_\_\_, BEING THE \_\_\_\_\_ (MUST BE AN OFFICER) OF \_\_\_\_\_ (CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE OWNER IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

Submission of a Claim, in conformance with all of these requirements of this Contract, and rejection of all or part of said Claim by County, is a condition precedent to any action by Contractor against County, including but not limited to, the filing of a lawsuit or making demand for arbitration, if arbitration is expressly provided for in this Contract.

39) CHANGES: The County may request that Contractor provide County with estimated costs for proposed changes to the work. Contractor agrees to promptly provide County with detailed, itemized costs for proposed changes to the work and scheduling data demonstrating the impact, if any, of the proposed changes to the work on the Contract Time. Adjustments, if any, in the amount to be paid the Contractor by reason of any modifications of the work as set forth in a Contract Change Order, Construction Change Directive, or arising from Claims shall be determined by one or more of the following methods as elected by the County:

- A. Lump Sum Price - By an acceptable lump bid from the Contractor.
- B. Unit Prices - By unit prices fixed by agreement between the County and the Contractor.
- C. Force Account - By ordering the Contractor to proceed with the work and to keep and present in such form as the Owner's Representative or County may direct, a correct account of the cost of the change, together with all vouchers and associated

documentation therefor. The Contractor will be paid for labor, materials, and equipment rental actually used on the Change Order work as follows:

(1) Labor - the Contractor will be paid the reasonable cost of labor for the workmen (including foremen when authorized by the Owner's Representative), used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor, or other forces, will be the sum of the following:

(1-1) Actual Wages - The actual wages paid shall include any reasonable employer payments to or on behalf of the workmen for health and welfare, pension, vacation, and similar purposes.

(1-2) Labor Surcharge - The labor surcharge to be added to the actual wages shall be the reasonable cost of all additional payments made to, or on behalf of the workers, other than actual wages, as required by State or Federal laws, including by way of example but not limited to, workers' compensation, SUTA, FUTA and FICA.

(1-3) Subsistence and Travel Allowance - The actual reasonable and necessary subsistence and travel allowance paid to such workers.

(2) Materials - The actual cost of the materials to the purchaser, whether the Contractor, a subcontractor, or other forces. If the Contractor does not furnish satisfactory evidence of the cost of such materials, it shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site. The County reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs or profit on such County furnished materials.

(3) Equipment - The use of equipment shall be paid for at the rates listed for such equipment in the current compilation of rental rates of the State of California, Department of Transportation (CalTrans) Division of Highways, applicable to San Benito County or competitive local rental rates of established rental agencies serving the area of the work, whichever is less. If the equipment is not shown on the above-mentioned list, Contractor shall be paid such hourly rental rates as are agreed upon by the Contractor and the Owner's Representative prior to use of the equipment, except that in no case shall such agreed hourly rate exceed the rental rates of established distributors or equipment rental agencies serving the area, plus thirty-three and one-third percent (33-1/3%) for the cost of fuel, oil, lubrication, and field repairs and maintenance.

If the equipment is moved on to the work and used exclusively for extra work, the Contractor will be paid for the cost of transporting it to the job and returning it to its original location. The rental period shall begin when the equipment is unloaded at the site of the extra work, and shall include each day that the equipment is at the site of, and performing or utilized for, such extra work, excluding Saturdays, Sundays, and legal holidays, unless extra work is performed on such days, and shall terminate at the end of the day on which such extra work is completed or the Owner's Representative directs the Contractor to discontinue the use of such equipment.

The rental time to be paid for equipment already on the work, or which is used for other than such extra work, shall be the actual time the equipment is in operation on the extra work, plus the time required to move the equipment to the site of the extra work and return it to its original location.

To the totals as computed above, shall be added the following percentages for profit and overhead:

Labor	Fifteen Percent (15%)
Materials	Fifteen Percent (15%)
Equipment Rental	Fifteen Percent (15%)

For Change Order work performed by a subcontractor, compensation for such work shall be based on all direct costs as listed in the subcontractor's portion of the bid plus the above percentages. The Contractor may add ten percent (10%) to the subcontractor's bid for Contractor's overhead and profit. Contractor may also add actual cost of subcontractor's bond (if any) and a markup on such bond not to exceed one percent (1%). Overhead and profit for all tiers of Contractor and subcontractors shall in no event exceed fifteen percent (15%) of the cost of the work. Distribution of the overhead and profit among the Contractor and the subcontractors is the responsibility of the Contractor.

The allowances for overhead and profit as enumerated in the preceding subparagraphs shall include full compensation for any and all items of overhead including but not limited to, superintendence, field overhead, home office overhead (absorbed and unabsorbed), Contractor bonds, insurance, general conditions, clean-up, safety meetings, mandated programs and processing of Claim and Change Order documents.

The amount of payment agreed upon or, in the absence of agreement, selected by the County shall be set forth in the Change Order or Construction Change Directive.

40) PAYMENTS: Within ten (10) days after signing the Contract, but in any event prior to the first application for payment, Contractor shall submit to Owner's Representative and County a cost breakdown of the Contract Sum. The cost breakdown shall itemize, as separate line items, the cost of each work activity and all other costs, including warranties, record documents, insurance, bonds, overhead expenses, and the total allowance for profit, the total of which shall equal the Contract Sum. The cost breakdown shall include a separate line item cost for each activity listed on Contractor's initial (as-planned) schedule. The cost breakdown, when accepted by the County and Owner's Representative, shall become the basis for determining the cost of work performed for the Contractor's applications for payment.

On or before the first (1st) day of the month, Contractor shall submit to Owner's Representative an itemized application for payment for the cost of the work in permanent place, as approved by the Owner's Representative, which has been completed in accordance with the Contract Documents as of the twentieth (20th) day of the preceding month, less amounts previously paid. The application for payment shall be prepared in a form acceptable to County and Owner's Representative, and shall contain itemized amounts in accordance with the cost breakdown. The applications for payment shall not include requests for payment on account of changes which have not been authorized by Change Orders, or for amounts Contractor does not intend to pay a subcontractor because of a dispute or other reason. By submission of an application for payment, Contractor represents to County that all work for which Contractor is seeking compensation, has been performed in strict compliance with these Contract Documents.

If requested by the County, an application for payment shall be accompanied by a summary showing payment that will be made to subcontractors covered by such application, and unconditional waivers and releases of claims and stop notices, from each subcontractor listed in the preceding application for payment covering sums disbursed pursuant to that preceding application for payment.

Contractor warrants that upon submittal of an application for payment, all work for which certificates of payment have been previously issued and payment has been received from County,

shall be free and clear of all claims, stop notices, security interests, and encumbrances in favor of Contractor, subcontractors or other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment related to the work.

Approval of all, or any part, of an application for payment may be withheld, a certificate of payment may be withheld, and all or part of a previous certificate for payment may be nullified and that amount withheld from a current certificate for payment, on account of any of the following:

- (a) Defective work not remedied;
- (b) Third-party claims against Contractor or County arising from the acts or omissions of Contractor or subcontractors;
- (c) Stop notices;
- (d) Failure of Contractor to make timely payments due to subcontractors for material or labor;
- (e) A reasonable doubt that the work can be completed for the balance of the Contract Sum then unpaid;
- (f) Damage to the County or others for which Contractor is responsible;
- (g) Reasonable evidence that the work cannot be completed within the Contract Time, and the unpaid balance of the Contract Sum would not be adequate to complete the work and cover County's damages for the anticipated delay;
- (h) Failure of Contractor to maintain, update, and submit record documents;
- (i) Failure of Contractor to submit schedules or their updates as required by the Contract Documents;
- (j) Performance of the work by Contractor without properly processed shop drawings;
- (k) Liquidated damages assessed;
- (l) Any other failure of Contractor to perform its obligations under the Contract Documents.

By action of the County's Board of Supervisors, a fund has been established, money encumbered in the current budget, and assigned to the account which is the sole source of funds available for payment of the Contract Sum. Contractor understands and agrees that Contractor will be paid only from this special fund and if for any reason this fund is not sufficient to pay Contractor, Contractor will not be entitled to payment. The availability of money in this fund, and County's ability to draw from this fund, are conditions precedent to County's obligation to make payments to Contractor.

Within thirty (30) days of receipt of an approved certificate for payment, properly executed by the Contractor, Owner's Representative, County's inspector of record for the Project (if any) and County's Auditor, County agrees to pay Contractor, subject to all of the terms and conditions of these Contract Documents, an amount equal to ninety percent (90%) of the sum of the following (less any amounts withheld as permitted by the Contract Documents):

- (a) Cost of the work in permanent place as of the end of the preceding month as set forth and approved on the certificate for payment;
- (b) Less amounts previously paid;
- (c) Less amounts withheld by County as allowed in the Contract Documents.

Within forty (40) days of recordation of a Notice of Completion, County agrees to, subject to all of the terms and conditions of these Contract Documents, pay the remaining contract balance, after all offsets and subject to the withholding of amounts due from Contractor.

41) COST AND PRICING DATA: All cost and pricing data submitted by the Contractor to the County with respect to any change, prospective or completed, or any claim for extra compensation shall be a true, complete, accurate, and current representation of actual cost and pricing of the work. The Owner's Representative or his or her authorized representative may require a formal certification as to cost and pricing data submitted by the Contractor. Certification shall be in the form acceptable to County.

42) PROCEED WITH WORK: Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, Contractor shall not cause any delay, cessation, or termination in or of Contractor's performance of the work, but shall diligently proceed with performance of the work in accordance with the Contract Documents.

43) ACCESS TO RECORDS: The Owner's Representative and/or County, or their authorized representatives, shall have access, upon reasonable notice, during normal business hours, to Contractor and subcontractors' books, documents and accounting records, including but not limited to, bid worksheets, bids, subcontractor bids, estimates, cost accounting data, accounting records, payroll records, time sheets, cancelled checks, profit and loss statements, balance sheets, project correspondence including but not limited to all correspondence between Contractor and its sureties and subcontractors/vendors, project files, scheduling information, and other records of the Contractor and all subcontractors directly or indirectly pertinent to the work, original as well as change and claimed extra work, to verify and evaluate the accuracy of cost and pricing data submitted with any Change Order, prospective or completed, or any Claim for which additional compensation has been requested or notice of potential Claim has been tendered.

Such access shall include the right to examine and audit such records, and make excerpts, transcriptions, and photocopies at County's cost.

The parties agree that in the event Contractor or any subcontractor fails to comply with this section, it would be difficult for the County to determine its actual damages; therefore, Contractor agrees to pay County, as liquidated damages, the sum of two hundred dollars (\$200.00), which Contractor agrees is reasonable under the circumstances, for each and every calendar day which Contractor or a subcontractor fails or refuses to provide the County, Owner's Representative, and/or their authorized representatives, access to the materials specified in this section.

Contractor agrees to impose upon its subcontractors by appropriate subcontract provision, the obligations of this section of the General Conditions.

44) DISMISSAL OF UNSATISFACTORY EMPLOYEES: If any person employed by the Contractor, or any subcontractor, shall fail or refuse to carry out the directions of the Owner's Representative or County; or, in the opinion of the Owner's Representative or County, is incompetent, unfaithful, intemperate, or disorderly; uses threatening or abusive language to any person representing the Owner's Representative or County on the work; or is otherwise unsatisfactory, he or she shall be removed from the work immediately, and shall not again be employed on the work.

45) TERMINATION OF UNSATISFACTORY SUBCONTRACTS: When any portion of the work which has been subcontracted by the Contractor is not being prosecuted in a satisfactory manner, the subcontract for such work shall be terminated immediately by the Contractor upon written notice from the Owner's Representative or County, and the subcontractor shall not again be employed on the type of work in which his or her performance was unsatisfactory.

46) TEMPORARY SUSPENSION OF WORK: The County shall have the authority to suspend the work wholly or in part for such period as it may deem necessary, due to unsuitable weather, lack of adherence to safety regulations, or to any other conditions it considers unfavorable for the suitable prosecution of the work, or for such time as it may deem necessary, due to the failure on the part of the Contractor to carry out orders given or to perform any provisions of the Contract, or for any other reason. The Contractor shall immediately comply with such written order of the County to suspend the work wholly or in part. The suspended work shall be resumed only when conditions are favorable or methods are corrected, as ordered or approved in writing by the County.

If a suspension of the work is ordered by the County due to the failure on the part of the Contractor to carry out orders or to perform any provisions of the Contract, the days on which the suspension order is in effect shall count against the Contract time, and shall not in any way modify or invalidate any of the provisions of this Contract, and the Contractor shall not be entitled to any damages or compensation on account of such suspension or delay.

47) TERMINATION OF CONTRACTOR'S CONTROL OVER THE WORK: Whenever, in the opinion of the County, the Contractor has failed to supply an adequate force of labor, equipment, or materials of proper quality, or has failed in any other respect to prosecute the work with the diligence specified in the Contract; or if Contractor should refuse or fail to comply with laws, ordinances, or directions of the Owner's Representative; or if Contractor should fail to make prompt payments to subcontractors or for labor or materials; or otherwise be in breach of this Contract; the County may give written notice of at least five (5) calendar days to the Contractor and Contractor's sureties that if the defaults are not remedied within a time specified in such notice, the Contractor's control over the work will be terminated.

If the Contractor should be adjudged bankrupt, or make an assignment for the benefit of Contractor's creditors, or if a receiver should be appointed on account of Contractor's insolvency, the County may declare the Contractor's control over the work terminated, and so notify the Contractor and Contractor's sureties.

Upon such termination, the County may take possession, and use all or any part, of the Contractor's materials, tools, equipment, and appliances upon the premises to complete the work; the County assuming responsibility for the final relinquishment of such equipment at the conclusion of the work, or sooner, at its option, in as good condition as when it was taken over, reasonable wear and tear excepted; and the County agrees to pay for such materials and the use of said equipment at a reasonable compensation.

Upon such termination or the County's declaration that the Contractor is in default, the County may direct the surety to complete, or cause to be completed, the Contract work, or the County may direct that all or any part of the work be completed by day labor, or by employment of other contractors on informal contracts, or both. If the County directs the surety to complete or cause to be completed, the Contract work, Contractor's performance bond surety agrees to immediately undertake to complete or cause to be completed, all Contract work.

If the Contractor's control over the work is terminated as provided above, the Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the County in finishing the work, plus all damages sustained, or to be sustained, by the County, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by the Contractor for the work herein contemplated, the excess not otherwise required by these Contract Documents to be retained shall be paid the Contractor. If the sum so expended exceeds the unpaid balance, the Contractor and Contractor's surety are liable to the County for the amount of such excess. If the surety completes the Contract work as provided above, such surety shall be subrogated to money due under the Contract, and to money which shall become due in the course of completion by the surety. However, Contractor and Surety agree that any subrogation rights of surety are subordinate to and inferior to rights of County.

The County reserves the right to terminate the work for its convenience upon written notice to Contractor. In such event, the Contractor shall be paid its reasonable costs for that portion of the work performed to the date of termination, reasonable costs associated with demobilization, plus fifteen percent (15%) of all such costs for overhead and profit.



48) FINAL INSPECTION, FIELD ACCEPTANCE, AND ACCEPTANCE: The Contractor shall notify the Owner's Representative in writing of the completion of the work, and the architect, engineer or Construction Manager/designated County Inspector of record shall inspect the work. The Contractor, or Contractor's representatives, may be present at the inspection. The Contractor will be notified in writing of any defects or deficiencies to be remedied prior to final acceptance. Within ten (10) calendar days of such notification, the Contractor shall proceed to correct such defects or deficiencies. When notified that this work has been completed, the architect or engineer will again inspect the work to satisfy itself that all work has been done in accordance with the Contract Documents, and will issue a final acceptance letter, and will recommend to the County that they formally accept the work. Final acceptance by the County shall cause the commencement of guarantee periods. Within ten (10) days of final acceptance (approval by Board of Supervisors) of all work required by these Contract Documents, a Notice of Completion will be filed with the County Recorder of San Benito County.

49) CLEANING UP: Throughout the construction period, the Contractor shall keep the site of the work in a presentable and safe condition, dispose of any surplus materials, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the work, to the satisfaction of the Owner's Representative and County.

Upon completion of the work, and prior to requesting final inspection, the Contractor shall thoroughly clean the site of the work of all rubbish, excess material, and equipment, and all portions of the work shall be left in a neat and orderly condition. The final inspection will not be made until this has been accomplished.

If Contractor fails or refuses to fulfill these obligations to the County's satisfaction, County may, at its option, undertake these obligations, and withhold the cost of performing these obligations, plus an additional fee of twenty-five percent (25%) for administrative costs, from payments to Contractor.

50) COMPLIANCE WITH LAWS AND REGULATIONS: The Contractor shall keep itself fully informed of, and shall observe and comply with, and shall cause any and all persons, firms, or corporations employed by Contractor or under him, to observe and comply with all State and national laws, and County and municipal ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work. Particular attention is called to the following:

A. HOURS OF LABOR - Eight hours of labor shall constitute a legal days' 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, and forty hours of labor in any calendar week, from any person employed by 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, fifty dollars (\$25.00) for each workman employed by Contractor or any subcontractor under Contractor in the performance of the Contract for each calendar day during which any workman is required or permitted to labor more than eight hours and for each calendar week during which any workman is required or permitted to labor more than forty hours, in violation of the provisions of such Labor Code.

No work other than overtime and shift work shall be done between the hours of 7:00PM and 7:00AM, except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency; excepting that overtime and/or shift work may be established by the Contractor with reasonable notice and the written permission of the Owner's Representative.

B. PREVAILING WAGE - Pursuant to Section 1770, and following, 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. A copy of the Prevailing Wage

Scale is available at the following web site: [http://www.dir.ca.gov/DLSR/statistics\\_research.html#PWD](http://www.dir.ca.gov/DLSR/statistics_research.html#PWD). Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code Section 1775.

C. LABOR DISCRIMINATION - Contractor shall comply with Section 1735 of the Labor Code of the State of California, which prohibits discrimination in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

D. APPRENTICES - Attention is directed to Section 1777.5 of the Labor Code of the State of California concerning employment of apprentices, and the Contractor is required to comply with the provisions of said Section.

E. TRAVEL AND SUBSISTENCE PAYMENTS - Attention is directed to the requirements of Section 1773.8 of the Labor Code of the State of California. The Contractor shall make travel and subsistence payments to each workman needed to complete the work in accordance with the requirements in said Section 1773.8.

F. WORKERS' COMPENSATION - Pursuant to the requirements of Section 1860 of the Labor Code, the Contractor is required to secure the payment of Workers' Compensation to Contractor's employees in accordance with the provisions of Section 3700 of the Labor Code.

Prior to the commencement of work, the Contractor shall sign and file with the Owner's Representative a certification in the following form:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation, or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

Said certification is included in the Contract, and signature and return of the Contract as provided in Paragraph 16 of these General Conditions, "Signing of Contract," shall constitute signing and filing of the said certificate.

G. USE OF PESTICIDES - The Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations, the County Integrated Pest Management (IPM) program, and all other agencies which govern the use of pesticides required in the performance of the work on the Contract.

Pesticides shall include, but shall not be limited to, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes, and any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant shall be considered a pesticide.

H. PAYROLL RECORDS - Attention is directed to Section 1776 of the California Labor Code, a portion of which is quoted below. Regulations implementing said Section 1776 are located in Section 16000, and Sections 16401 through 16403 of Title 8, California Administrative Code. The Contractor shall be responsible for compliance by Contractor's subcontractors.

(1) Each contractor and subcontractor shall keep an accurate payroll record showing 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 employed by him or her in conjunction with the public work.

(2) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(b) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(c) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection and copies thereof made; provided, however, that a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, 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) Each contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within ten (10) days after receipt of a written request.

(4) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and Social Security number. The name and address of the contractor awarded the contract or performing the contract shall not be marked or obliterated.

(5) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five (5) working days provide a notice of a change of location and address.

(6) In the event of noncompliance with the requirements of this section, the contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. Should noncompliance still be evident after the ten-day period, the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Apprenticeship

Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

The penalties specified in subdivision (f) of Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any moneys due or which may become due to the Contractor.

I. REPORTING REQUIREMENTS AND SANCTIONS - Failure to deliver to County specific information, records, reports, certifications, or any other documents required for compliance with these Contract Documents shall be considered noncompliance.

Contractors found by the County to be in noncompliance are to be advised of the specific deficiencies and urged to make immediate corrections. They should also be advised that monetary deductions may be made for failure to effect corrections or delinquencies.

If the Contractor fails to correct a deficiency within fifteen (15) days after notification, a deduction may be made. In such cases, the deduction shall be ten percent (10%) of the estimated value of the work done during the month, except that the deduction will not exceed ten thousand dollars (\$10,000.00), nor be less than one thousand dollars (\$1,000.00), and shall be deducted from the next progress payment.

Deductions for noncompliance will be in addition to all other deductions provided for in this Contract, and will apply irrespective of the number of instances of noncompliance. Deductions may be made separately and additively for each estimate period in which a new deficiency appears. When all deficiencies for a period have been corrected, the deduction covering that period will be released on the next progress payment. Otherwise, the deduction will be retained.

51) RESPONSIBILITY OF THE CONTRACTOR: The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary, or proper for performing and completing the work herein required, including any Change Order work, disputed work or extra work directed by the County or Owner's Representative, within the time specified.

If the Contractor discovers any discrepancies during the course of the work between the Contract Documents and conditions in the field, or any errors or omissions in the Contract Documents and conditions in the field, or any errors or omissions in the Contract drawings, specifications, or layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the Owner's Representative immediately, and the Owner's Representative shall promptly verify the same. Any work done after such discovery until authorized in writing by the Owner's Representative will be done at the Contractor's risk.

In no case shall the use of subcontractors in any way alter the position of the Contractor or Contractor's sureties with relation to this Contract. When a subcontractor is used, the responsibility for every portion of the work shall still remain with the Contractor.

The Contractor shall pay, when due, all valid claims of subcontractors, suppliers, and workmen with respect to the project.

The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

52) INDEMNIFICATION:

A. CONTRACTOR'S PERFORMANCE: Contractor shall defend, indemnify, and save harmless County and Owner's Representative (including their inspectors, construction managers, project managers, trustees, officers, agents, members, employees, affiliates, consultants, subconsultants, and representatives), and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with, Contractor's operations to be performed under this Contract, including, but not limited to:

- (1) Personal injury (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of Contractor, County, Owner's Representative, Construction Manager, or any subcontractor, or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Contractor, County, or Owner's Representative, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;
- (2) Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Contractor;
- (3) Alleged infringement of any patent rights which may be brought arising out of Contractor's work;
- (4) Claims and liens for labor performed or materials used or furnished to be used on the job, including all incidental or consequential damages from such claims or liens;
- (5) Contractor's failure to fulfill any of the covenants set forth in these Contract Documents;
- (6) Failure of Contractor to comply with the provisions of the Contract Documents relating to insurance; and,
- (7) Any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

The indemnities set forth in this section shall not be limited by the insurance requirements set forth in these Contract Documents.

Contractor's indemnification of County will not include indemnification for claims which arise as the result of the active negligence of County, or the sole negligence or willful misconduct of County, its agents, servants or independent contractors who are directly responsible to County, or for defects in design furnished by such persons.

53) PERMITS AND LICENSES: The Contractor shall procure all permits and licenses necessary for the normal conduct of its business and construction operations, and all costs associated therewith shall be paid by Contractor.

The Environmental Quality Act of 1970 may be applicable to permits, licenses, and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the Contract. The Contractor shall comply with the provisions of said statutes in obtaining such

permits, licenses, and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work.

In the event that the County has obtained permits, licenses, or other authorizations applicable to the work in conformance with the requirements in said Environmental Quality Act of 1970, the Contractor shall comply with the provisions of said permits, licenses, and other authorizations.

54) PROTECTION OF COUNTY AGAINST PATENT CLAIMS: The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

55) PROTECTION OF WORKERS: The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety and any other governing body having jurisdiction over the work. The Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that may exist or that the Owner's Representative may indicate. Failure of the Owner's Representative to suspend the work or notify the Contractor of the inadequacy of the safety precautions or noncompliance with the law shall not relieve the Contractor of this responsibility.

The Contractor is warned that when the work involves existing sewers and appurtenances that have been exposed to sewage and industrial wastes, these facilities shall be considered contaminated with disease-causing organisms. Personnel in contact with contaminated facilities, debris, waste water, or similar items shall be advised by the Contractor of the necessary precautions that must be taken to avoid becoming diseased. It is the Contractor's responsibility to urge his/her personnel to observe a strict regimen of proper hygienic precautions, including any inoculations recommended by the local public health officer.

Because of the potential danger of solvents, gasoline, and other hazardous material in the existing sewers and storm drain pipes, these areas shall be considered hazardous. The Contractor shall be aware of these dangers and shall comply with Article 108, "Confined Spaces," of the General Industrial Safety Orders contained in Title 8 of the California Administrative Code.

In the event that this Contract requires the excavation of any trench or trenches in excess of five feet in depth, Contractor shall prepare a detailed design 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 trenches. Said detailed design plan and subsequent excavating operations shall fully comply with all local, state and federal regulations including, but not limited to, the Construction Safety Orders, Section 1539, Permits and Section 1540 et seq., Excavation.

A. Safety Program. When requested by County, Contractor shall submit a proposed safety program which outlines the precautions to be taken by contractor to insure the safety of County employees and the public.

B. Material Safety Data Sheets.

(1) Contractor shall provide the County with copies of current Material Safety Data Sheets (MSDS) on all products subject to the requirements of California Code Section 5144. The MSDS submittals will be required prior to the issue of a Notice to Proceed.

(2) Contractor shall conduct operations in such a way as to comply with manufacturers' recommendations contained in Material Safety Data Sheets.

56) PROTECTION OF MATERIALS AND EQUIPMENT: The Contractor shall protect the work, materials, and equipment from damage due to the nature of the work, the action of the elements,



trespassers, or other causes. The Contractor shall properly store materials and equipment, and erect such temporary structures as are required to protect them from damage, including, but not limited to, construction fencing.

57) SANITARY PROVISIONS: The necessary sanitary conveniences for the use of the workers on the project, properly obscured from public observance, shall be constructed and maintained by the Contractor.

58) 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 Owner'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. Compensation will be in accordance with Paragraph 41, Changes, and subject to all of the requirements of Paragraph 39, Claims, of the General Conditions. In the event the Contractor discovers utilities not identified in the Contract Documents, the Contractor shall immediately notify the Owner'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.

59) COOPERATION WITH OTHERS: The County or adjacent property owner may perform other work adjacent to or within the project area, concurrent with the Contractor's operations. The Contractor shall cooperate fully with County in all operations which coincide with other work being performed, and provide County with such scheduling and other information as may be required by County to perform such other work. The Contractor shall conduct operations to minimize interference with the work of other forces or contractors performing such work. This work performed by a second contractor may include work which is incomplete or in dispute with the Contractor.

Any disputes or conflicts which may arise between the Contractor and any other forces or contractors retained by the County, causing delays or hindrance to each other, shall be referred to the Owner's Representative for resolution.

If the work of the Contractor is delayed because of any acts or omissions of any other forces or contractor, the Contractor shall on that account have no claim against the County other than for an extension of time.

60) AIR POLLUTION CONTROL: The Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances, and statutes specified in Section 11017 of the Government Code.

Unless otherwise provided in the Contract Documents, material to be disposed of shall not be burned.

61) WATER POLLUTION: The Contractor shall comply with all rules, regulations, ordinances, and statutes which apply to water pollution, including but not limited to, erosion control and Section 7-1.G of the State specifications.

62) SOUND CONTROL REQUIREMENTS: The Contractor shall comply with all sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

63) UNFAVORABLE WEATHER AND OTHER CONDITIONS: During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as will not be damaged thereby. No portions of the work the satisfactory quality or efficiency of which will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means or precautions acceptable to the Owner's Representative, the Contractor shall be able to overcome these conditions.

64) WEEKEND, HOLIDAY, AND NIGHT WORK: No work shall be done between the hours of 7:00PM and 7:00AM, or on Sundays or legal holidays, except with written permission of the County and Owner's Representative. Requests to work between 7:00PM and 7:00AM, or on Sundays or legal holidays, must be submitted in writing at least two working days in advance of the intended work. In case of an emergency, the Contractor will be allowed to work at night or on Sundays or legal holidays, but must notify the Owner's Representative immediately. An emergency shall be considered an unforeseen event that poses a danger to the public or to the uncompleted work.

It is understood, however, that two or three shift operations may be established as a regular procedure by the Contractor if Contractor first obtains written permission from the County and Owner's Representative. Such permission may be revoked by the County or Owner's Representative at any time, without cause, or if the Contractor fails to maintain adequate force and equipment for reasonable prosecution and to justify inspection of the work, or fails to provide sufficient artificial light to permit the work to be carried on properly and safely and to permit proper inspection.

The Contractor shall give the County and Owner's Representative two working days prior written notice of any work to be done on a Saturday, with the location and type of work to be done specified; and any work done without such notice and without the supervision of an inspector may be ordered removed and replaced at the Contractor's expense.

65) OVERLOADING: The Contractor shall determine safe loading capacities and shall not overload any structure beyond its safe capacity during construction. In addition to assuming full responsibility for bodily injury resulting from any such overloading, the Contractor shall repair to the Owner's Representative's satisfaction or reimburse the County for the costs of repairing damage resulting therefrom.

66) SUBCONTRACTING AND ASSIGNMENT: The performance of the Contract may not be assigned except upon written consent of the County, and no assignment shall be permitted which would relieve the original Contractor or Contractor's surety of their responsibilities under the Contract.

67) NON-RECOGNITION OF SUBCONTRACTORS: No subcontractor will be recognized as such, and all persons engaged in the work under this Contract will be considered as employees of the Contractor, and their work shall be subject to all the provisions of the Contract. The County and its representatives will deal only with the Contractor, who shall be responsible for the proper performance of the entire work. Except as otherwise provided in the Contract Documents, or when direct communications have been specifically authorized, the County and Contractor shall communicate through Owner's Representative. Communications by Contractor with the County's consultants and architect or engineer's consultants shall be through the Owner's Representative. Communications by the Owner's Representative with subcontractors shall be through the Contractor.

68) LANDS AND RIGHTS OF WAY: The County shall provide the lands, rights of way, and easements upon which the work under this Contract is to be done, and such other lands as may be designated on the Contract drawings for the use of the Contractor, and the Contractor shall confine Contractor's operations to within these limits.

The Contractor shall provide, at Contractor's own expense, any additional land and access thereto that may be required for temporary construction facilities or storage of materials.

69) LIABILITY OF COUNTY OFFICIALS: Neither the Owner's Representative, nor officers, employees, agents, or representatives of the County, nor any of them, shall be responsible for any liability arising under this Contract, except such obligations as are specifically set forth herein.

70) CONTRACTOR NOT AN AGENT OF THE COUNTY: The right of general supervision shall not make the Contractor an agent of the County, and the liability of the Contractor for all damages to persons or to public or private property arising from the performance of the work shall not be lessened because of such general supervision.

71) THIRD-PARTY CLAIMS: The Contractor shall be responsible for all third-party claims, and for costs or injuries incurred by a third party which result from the operations of the Contractor, or its performance under the Contract.

72) GUARANTEE: Should any failure of the work occur within a period of one year after recordation of the notice of completion of the project or portions thereof or within any designated warranty period, which can be attributed to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at Contractor's expense.

The County is hereby authorized to make such repairs if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten (10) days after Contractor is given written notice of such failure and without notice to the surety provided, however, that in case of emergency where, in the opinion of the County, delay would cause serious loss or damages, or a serious hazard to the public, the repairs may be made or lights, signs, and barricades erected, without prior notice to the Contractor or surety, and the Contractor shall pay the entire costs thereof.

73) ASSIGNMENT OF ANTITRUST ACTIONS: Pursuant to Section 4552 of the Government Code of the State of California, the following provisions shall be a part of this Contract:

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body 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. Sec. 15), or under 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 the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor without further acknowledgment by the parties.

74) LEGAL ADDRESS OF THE CONTRACTOR: Both the address given in the bid and the Contractor's office in the vicinity of the work are hereby designated as places to either of which drawings, letters, notices, or other articles or communications to the Contractor may be mailed, transmitted electronically or delivered. The mailing, electronic transmission, or delivery to either of these places shall be deemed sufficient notice thereof upon the Contractor. Nothing herein contained shall be deemed to preclude the service of any drawing, letter, notice, article, or communication to, or upon, the Contractor or Contractor's representative personally. The address named in the bid may be changed at any time by written notice from the Contractor to the Owner's Representative.

75) SURVEYS: When set forth in the Contract Documents that the Contractor is to provide all staking and engineering services, the Contractor shall be responsible to do all necessary staking and engineering services to layout and control the work to the elevations, lines, and dimensions shown on the plans. Any deviations must receive prior written acceptance of the Owner's Representative. All staking and engineering services affecting the line or elevation of underground drainage, sewers, or utilities, and all other work within public rights of way or easements shall be performed by or under the direction and supervision of a Registered Civil Engineer or Licensed Land Surveyor, licensed by the state of California.

The Contractor shall keep the Owner's Representative informed, at least two working days in advance, of the times and places at which Contractor will need lines, elevations, and reference points. Unless authorized by the Owner's Representative, any work done without line and grade will be done at the Contractor's risk. The Contractor shall be responsible for the accuracy of Contractor's own layout work, and shall be liable for the preservation of all established lines and grades. Stakes damaged or destroyed by the operations of the Contractor will be replaced at Contractor's expense.

76) MATERIALS OR EQUIPMENT SPECIFIED BY NAME: When any materials or equipment is indicated or specified by patent or proprietary name or by the name and catalogue number of the manufacturer, it shall be considered as used for convenience in describing the material or equipment desired. The use of an alternative material or equipment which is of equal quality and of the required characteristics for the purpose intended may be permitted. Request for such substitution shall be made in writing by the Contractor within thirty (30) days of the Notice to Proceed. Failure by the Contractor to request substitution within thirty (30) days of the Notice to Proceed constitutes an agreement by Contractor to furnish only the materials or equipment listed in the Contract Documents. Until and unless such substitutions are accepted by the Owner's Representative, no deviations from the specifications shall be allowed. The burden of proof as to the quality and suitability of the alternative shall be upon the Contractor. The County shall be the sole judge as to the quality and suitability of alternative materials or equipment, and its decision shall be final.

77) PROPERTY RIGHTS IN MATERIAL: Nothing in this Contract shall be construed as vesting in the Contractor any right of property in the materials used, after they have been installed, attached, or affixed to the work, but all such materials shall be the property of the Contractor and the

County jointly as their interest may appear, and cannot be removed from the work without the consent of the County.

78) CONTRACTOR'S EQUIPMENT: The Contractor shall provide adequate and suitable equipment and means of construction to meet all the requirements of the work, including completion within the time allotted. Only equipment suitable to produce the quality of work required will be permitted to operate on the project, and specific types of equipment may be requested on component parts of the work.

In any case where the use of a particular type or piece of equipment has been banned, or in cases where the Owner's Representative has condemned for use on the work, any piece or pieces of equipment, the Contractor shall promptly remove such equipment from the site of the work. Failure to do so within a reasonable time may be considered a breach of contract.

79) MISCELLANEOUS PROVISIONS: This Contract shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor, and to the successors in interest of County, in the same manner as if such parties had been expressly named herein.

If any claim or dispute arises between the parties, the claim or dispute shall first be submitted to mediation utilizing the services of a neutral mediator. If the parties cannot agree upon the selection of a neutral mediator, the matter shall be submitted to Judicial Arbitration and Mediation Services for the selection of a neutral mediator. The parties shall share equally the costs associated with the mediation.

This Contract shall be governed by the laws of the State of California.

If any one or more of the provisions contained in the Contract should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

This Contract constitutes the full and complete understanding of the parties, and supersedes any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may only be modified by a written instrument signed by both parties.

Contractor hereby assigns to County all its first-tier subcontracts now or hereafter entered into by Contractor for performance of any part of the work. The assignment will be effective upon acceptance by County in writing, and only as to those subcontracts which County designates in writing. Such assignment is part of the consideration to County for entering into the Contract with Contractor, and may not be withdrawn.

80) PUBLIC CONTRACT CODE SECTION 20104, ET SEQ.:

Public Contract Code section 20104, et seq., requires that the following language be set forth in the specifications:

§ 20104 Application of article; provisions included in plans and specifications

- (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
- (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any

disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

- (b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.
- (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
- (c) The provisions of this article or a summary thereof shall be set forth in the plans or specification for any work which may give rise to a claim under this article.
- (d) This article applies only to contracts entered into on or after January 1, 1991.

**§ 20104.2. Claims; requirements; tort claims excluded**

For any claim subject to this article, the following requirements apply:

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.



(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

- (d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- (f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

**§ 20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses**

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (a) Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- (b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.  
  
(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the

arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(4) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

**§ 20104.6. Payment on undisputed portion of claim; interest on arbitration awards or judgments**

- (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
- (b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

## SUPPLEMENTAL CONDITIONS

1) TIME OF COMPLETION. The Contractor shall complete all or any designated portions of the work called for under the contract in all parts and requirements within 90 calendar days (except as modified in the technical specifications). The contractor shall submit a time line for construction within 10 working days upon award of the contract. Contract time shall begin five (5) days after the date of dispatch of the Notice to Proceed.

It is the intent of the County to minimize disruptions to ongoing County operations during construction projects. A total of 90 calendar days have been allowed for this project.

The bidding and construction schedule for this project is as follows:

March 28 – April 13, 2017	Bidding Period
April 13, 2017	Bid Opening
April 25, 2017	Construction Award (Anticipated)
May 8, 2017	Construction Notice to Proceed (Anticipated)
May 8, 2017 – July 8, 2017	Construction period (Anticipated)

For the purpose of computing liquidated damages all days in excess of the allowed number of construction days, that the contract is in the construction phase, shall be considered in excess of the allowed number of calendar days for the overall project.

2) 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 therefor 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 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) FACILITIES WITH ASBESTOS CONTAINING MATERIALS The County of San Benito has conducted limited surveys of its facilities to determine the presence of Asbestos Containing Materials (ACM).

The contractor shall be responsible for ensuring that any subcontractors, workmen, or others associated with the work on this project have been notified of the presence of asbestos containing materials at the construction site if known, and have been properly instructed to approach all work with caution. If during the course of construction, materials are discovered that are suspected to contain ACM, the contractor shall stop work and notify the County project manager immediately. Within one (1) week of the project manager's notification to the Occupational Safety and Health Division (OSH) of the County, material will be sampled and the results posted at the construction site. Construction shall not resume until approval to proceed has been obtained from OSH. The time accrued during the period when the contractor first notifies the County of a bona fide suspicion that a project area contains ACM until the time when construction is allowed to proceed, shall not count towards the required time of completion as indicated in Section 1 of the Supplemental Conditions, provided the contractor is unable to perform work as specified during the delay and all other provisions of the specifications.

The contractor shall be responsible for informing all subcontractors, workmen or other persons associated with the project of the contents of this notification letter and any special safety precautions to be taken. If no notification letter is attached, then either the building area has not been surveyed or no ACM have been detected in areas sampled. The contractor shall bring any questions or concerns regarding ACM to the immediate attention of the County project manager.

Asbestos notification letters are included in these bid documents for any ACM previously discovered in the area of construction. The asbestos notification letter identifies areas that have been surveyed for asbestos. However, it should be noted that the surveys conducted are not comprehensive wall-to-wall surveys. Any materials not surveyed and noted within the letters may be suspect to contain asbestos.

Under no circumstances shall a contractor remove asbestos on County facilities, unless that contractor is properly licensed and has been specifically hired by the County for the sole purpose of asbestos abatement as directed by the County's Occupational Safety & Health Division.

4) SAFETY REQUIREMENTS ON ALL COUNTY PROJECTS All General or Prime Contractors will be responsible for their Employees, and subcontractors. It will be up to them to enforce all safety regulations set forth by the County and Cal-OSHA. This will include all safety ware and equipment necessary to provide a safe work environment for all workers and the public in and around the job site.

1. The use of safety ware and equipment, such as eye protection, ear protection, and other required safety equipment would be strictly enforced.
2. Work areas will be marked off and safe paths provided for county employees and the general public.
3. Noise and dust will need to be contained and kept to a minimum when working in occupied areas, and may require after hours work.
4. When work above the floor or ground is required, proper use of ladders and safety harness or railing will be enforced.
5. All welding, cutting or brazing will require a fire-watch with a fire extinguisher.

6. All Contractors are responsible for their equipment and must ensure that it is safe and in good working order. All electrical equipment to be used on site will be checked by the Project Manager.
7. All Contractors are required to clean up their work area daily. Materials not used will be stored neatly or removed from the site.
8. Material Safety Data Sheets for any materials used on the project are required per OSHA standards. **No storage or disposal of hazardous materials on site is allowed.**
9. For any work site/facility that is equipped with a security system, or that has doors that must remain locked, the entering of this site/facility or shutdown of the security system will need to be authorized by the Project Manager and/or the Building Maintenance Superintendent.
10. The Project Manager will explain all policies and procedures regarding emergency alarms and exits and will also give a tour of the fire exits.
11. A dress code is required within the county facilities. Work attire will be neat and clean, and will meet OSHA requirements. No t-shirts, shorts, or open-toed shoes will be permitted.
12. The County of San Benito has all non-smoking facilities. Smoking is permitted only in designated areas outside of work site.



**COUNTY OF SAN BENITO**  
**STATE OF CALIFORNIA**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between County of San Benito, a political subdivision of the State of California, hereinafter referred to as County, and \_\_\_\_\_, hereinafter referred to as Contractor;

WITNESSETH:

WHEREAS, the Board of Supervisors of said 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 Board of Supervisors of 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, 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 the other bids 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, Contractor was the lowest responsive, responsible bidder for the performance of said work, and said Board of Supervisors of County of San Benito, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsive, responsible bidder for the work and award to it a contract therefore.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows, to wit:

1. The CONTRACTOR will commence and complete the construction of the following public work project:

SAN BENITO COUNTY VETERANS MEMORIAL PARK IRRIGATION SYSTEM IMPROVEMENTS – PWB-1706

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 5 calendar days after the date of the Notice To Proceed and will complete the same within 90 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) DEPARTMENT OF PUBLIC WORKS GENERAL INSTRUCTIONS
- (6) SPECIFICATIONS AND REQUIREMENTS
- (7) ADDENDA:

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_ No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_

b. THE ACCEPTED BID 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, 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. 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. 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 of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.
- 8. During the performance of this Contract, Contractor agrees as follows:
  - a. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition (cancer related), marital status, pregnancy, age (over 18), sex, sexual orientation, veteran's status or any other non-merit factor unrelated to job duties. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- b. The Contractor shall, in all solicitations or advertisements for employees by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties.
- c. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.
9. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
10. The following individuals are the parties CONTRACT Administrators:

COUNTY'S Contract Administrator:

Name: \_\_\_\_\_  
Title: RMA Director  
Address: 2301 Technology Parkway  
Phone: 831-636-4170  
Fax: 831-636-4176  
E-mail: \_\_\_\_\_

CONTRACTOR'S Contract Administrator:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
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 San Benito County Counsel.

IN WITNESS WHEREOF, County of San Benito and Contractor have caused this Agreement to be signed as of the day and year first above written.

**COUNTY OF SAN BENITO**

Date \_\_\_\_\_

\_\_\_\_\_  
RMA Director

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

\_\_\_\_\_  
Shirley L. Murphy, Deputy County Counsel

**CONTRACTOR (FIRM)**

Date \_\_\_\_\_ By \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date \_\_\_\_\_



## PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS the County of San Benito, State of California, hereinafter designated as the "Obligee," has on \_\_\_\_\_, 20\_\_\_\_, awarded to \_\_\_\_\_ hereinafter designated as "Principal," a contract for the construction of \_\_\_\_\_ (Contract No.) \_\_\_\_\_, and

WHEREAS, said Principal is required to furnish a bond in connection and with said contract, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, We, the Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the Obligee in the penal sum of \_\_\_\_\_ lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, or any of his or its subcontractors, shall fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or any amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department of the State of California, from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code of the State of California with respect to such work or labor, as required by the provisions of Section 3225 and following of the Civil Code of the State of California, then said Surety will pay the same in, or to an amount not exceeding the amount, hereinabove set forth, and also will pay, in case suit is brought upon this bond, reasonable attorneys' fees to such claimant and to the Obligee as shall be fixed by the Court.

This bond is issued pursuant to Civil Code Sections 3247 through 3252, inclusive, of the State of California, and shall inure to the benefit of any and all persons, companies, and corporations named in Section 3181 of said Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above-bounden parties have signed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

(SEAL)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Signature for Principal

\_\_\_\_\_  
Title of Signatory

(SEAL)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature of Surety

\_\_\_\_\_  
Title of Signatory

(This bond must be submitted in sets of four, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current Power of Attorney appointing such Attorney-In-Fact.)



**Bond Number:**

**Premium:**

**FAITHFUL PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that WHEREAS the County of San Benito, State of California, hereinafter designated as the "Obligee," has on \_\_\_\_\_, 20\_\_\_\_, awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the construction of

\_\_\_\_\_ (Contract No. \_\_\_\_\_), and

WHEREAS said Principal is required, under the terms of the Contract, to furnish a bond for the faithful performance of said Contract:

NOW, THEREFORE, We, the Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the Obligee in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreement in the said Contract, and any alterations made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue, and Principal and Surety, in the event suit is brought on this bond, will pay to the Obligee such reasonable attorneys' fees as may be fixed by the Court.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the said Obligee from loss or damage made evident during said period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same, shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work or to the specifications. Said Surety hereby waives the provisions of Section 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have signed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Signature for Principal

\_\_\_\_\_  
Title of Signatory

(SEAL)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature of Surety

\_\_\_\_\_  
Title of Signatory

(The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public, and this bond must be accompanied by a current Power of Attorney appointing such Attorney-In-Fact. This bond must be submitted in sets of four, each bearing original signatures.)



## **PROCUREMENT REQUIREMENTS**

# COUNTY OF SAN BENITO ADMINISTRATIVE OFFICE



County Administration Building • 481 Fourth Street • Hollister, CA 95023-3840  
831.636.4000 • 831.636.4010 fax • [www.san-benito.ca.us](http://www.san-benito.ca.us)

## NOTICE TO CONTRACTORS

### **San Benito County Veterans Memorial Park Irrigation System Improvements**

#### **PROJECT: PWB-1706**

Sealed bids shall be delivered to the San Benito County Resource Management Agency, 2301 Technology Parkway, Hollister, California, 95023-3840, no later than **2:00 P.M. on Thursday, April 13, 2017**. Bids will be opened and will be publicly read in the **RMA conference room, 2301 Technology Parkway, Hollister, California** at **2:00 P.M.** or thereafter. This project is for licensed contractors with a Type B license. The Contractor shall complete all or any designated portions of the work called for under the contract in all parts and requirements within 90 calendar days (except as modified in the technical specifications). The County of San Benito and its Board of Supervisors reserves the right to reject any or all bids received as the public good may require.

Each contractor shall include in their bid all labor, tools, and materials for a complete and working project for each trade component in conformance with the intent shown on the plans and specifications and specified herein.

**Plans, Specifications and Bid forms** to be used for bidding on this project can only be obtained by going to the San Benito County website at [www.cosb.us](http://www.cosb.us). On the right-hand side, under Quicklinks, you will see "Bids & RFPs". Click on this link, and go down the page until you see "Listing of Advertised Projects". Click on this link and it will take you to E-Bid Board, where you will find the project name. Click on the name to see the IFB, plans and specs for this job. If you have any questions, please call Public Works at (831) 636-4170.

Prospective bidders must be fully qualified, licensed, certified, and insured to perform the work requested. All work performed must meet all current applicable laws and regulations.

Each bidder must submit a bid for the project for which they intend to bid to the Administrative Office on the standard forms enclosed. Said bid shall be accompanied by a cashier's check, a certified check or bidder's bond of ten percent (10%) of the amount of the bid submitted, to be made payable to the County of San Benito. Bid bonds shall be issued by a corporate surety duly admitted and authorized to issue bonds and undertakings by the State of California.

Pursuant to Section 1700, and following, 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. Copies of such prevailing rate of per diem wages are available at the following web site: [http://www.dir.ca.gov/DLSR/statistics\\_research.html#PWD](http://www.dir.ca.gov/DLSR/statistics_research.html#PWD). Those copies shall be made available to any interested party upon request. The Contractor shall forfeit, as penalty, to the County of San Benito, fifty dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by it or by any subcontractor under it, in violation of the provisions of such Labor Code.

County will be the sole judge as to the technical acceptability of any bids and any award will be as determined most advantageous to the County considering such factors as completeness and responsiveness to Invitation for Bids, experience, references, and anticipated costs. The County reserves the right to reject any or all bids or parts thereof and to waive any informality or irregularity in any bid.

Insurance requirements for the project shall be the amounts set forth in the General Conditions, Section 19, unless expressly modified below:

Commercial General Liability Insurance	\$ _____
All Risk Property Coverage or Builders Risk Insurance	\$ _____
Business Automobile Liability Insurance	\$ _____

## **PROJECT DIRECTORY**

<b>PROJECT NAME:</b>	<b>Veterans Memorial Park Irrigation System Improvements</b>
<b>OWNER:</b>	County of San Benito Resource Management Agency 2301 Technology Parkway Hollister, CA 95023
<b>PROJECT MANAGER:</b>	Adam Goldstone, R.A. County of San Benito
<b>LANDSCAPE ARCHITECT:</b>	Larry Foster BFS Landscape Architects
<b>MECHANICAL ENGINEER:</b>	Robert Stroshane, P.E. Axiom Engineers
<b>ELECTRICAL ENGINEER:</b>	Eldridge Bell, P.E. Aurum Consulting Engineers

## **INSTRUCTIONS TO BIDDERS**

1) All portions of the Bid must be completed before the bid is submitted. Failure to do so may result in the bid being rejected as nonresponsive. Attached to and submitted with this Bid, bidder must provide: (1) the Bidders Bond; (2) Names and Titles Form; (3) Noncollusion Affidavit, completed and signed by bidder; (4) Statement of Compliance; (5) Designation of Subcontractors; (6) Bidder's Qualifications; (7) Guaranty; (8) Contractor's Certificate as to Worker's Compensation; and, (9) Affidavit Concerning Employment of Undocumented Aliens. Failure to submit all required documents may result in the bid being rejected as nonresponsive.

2) An original of the Bid shall be filled in and submitted as the bid.

3) County of San Benito has obtained report(s) that may contain facts that may materially effect bidders' bids. County of San Benito has constructed other public works projects throughout the County of San Benito, and obtained reports and other information in the course of the design and construction of those other public works construction projects, all of which may contain facts that may materially effect bidders' bids. Bidders are strongly encouraged to inspect applicable County of San Benito reports, records and documents. Said reports and documents will be made available upon written request at the Administrative Office, 481 Fourth Street, Hollister, California, 95032 for inspection and copying at bidders' sole cost and expense, during normal working hours.

4) If a pre-bid conference has been scheduled at the site of the work, all bidders, subcontractors, material suppliers, and others who may be working on the work of improvement are strongly encouraged to attend this pre-bid conference. Due to the facts and circumstances of this particular project, the on-site pre-bid conference may be the only opportunity to conduct the pre-bid investigation of the site and satisfy the pre-bid obligations set forth in these Contract Documents. If a bidder (or others) attend the entirety of a scheduled pre-bid on-site conference and need additional time to complete their investigation of the site or other pre-bid obligations set forth in these Contract Documents, bidder must notify the County of San Benito in writing, via certified or registered mail, within three days of the on-site pre-bid conference, to request additional time to complete its investigation of the site. The written request must include an estimate of the amount of additional time required by bidder at the site. County of San Benito retains discretion to determine additional time requirements, if any.

5) Investigations of subsurface conditions or otherwise, are made for the purpose of design, and the County of San Benito assumes no responsibility whatsoever with respect to the sufficiency or accuracy of borings, the log of test borings, or other preliminary investigations, or of the interpretation thereof, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings or other report is made available to Contractor or included in the Contract Documents, it is expressly understood and agreed that said log of test borings or other reports does not constitute a part of the Contract, and represents only an opinion of the County of San Benito as to the character of the materials to be encountered, and is made available or included in the Contract Documents only for the convenience of the bidders. Bidders must satisfy themselves, through their own investigation, as to conditions to be encountered.

6) In addition to other minimum qualifications, the County of San Benito has determined that the successful low bidder must demonstrate to the satisfaction of the County of San Benito, the following minimum experience to be qualified to perform the work described in the Contract Documents:

- a. Have possessed a valid, active and in good standing, State of California Department of Consumer Affairs, Contractor's License Board license, appropriate for trade being bid, for a minimum of five (5) continuous years prior to the date of bid opening.

- b. Not have any pending disciplinary proceedings or investigations by the Contractor's State License Board.
- c. Currently (as of the date of bid opening) or within the past year, not have any suspensions, disbarments, or similar proceedings (including stipulated agreements), restricting, limiting or prohibiting Bidder from bidding or performing other public works projects for any other public agency.

7) Following the opening of bids, the County of San Benito may request in writing that the apparent low bidder complete a Contractor Qualifications Questionnaire and furnish all required supporting documentation to enable the County of San Benito to determine whether the apparent low bidder is qualified to perform the work described in the Contract Documents. By submission of a bid, Bidder agrees to complete the Contractor Qualifications Questionnaire, furnish all required attachments, sign the Contractor Qualifications Questionnaire, all in strict conformance with the requirements of the Contract Documents and Contractor Qualifications Questionnaire, and return to the County of San Benito within ten (10) days of County of San Benito's written request. If bidder fails or refuses to complete the Contractor Qualifications Questionnaire, furnish all required attachments, sign the Contractor Qualifications Questionnaire, or return it to the County of San Benito within ten (10) days of date of dispatch of County of San Benito's written request, bidder may not be considered for award of the contract, and further, bidder agrees that the County of San Benito may either award the work to another bidder or call for new bids. In such event, the bidder shall be liable to the County of San Benito for the difference between the amount of the disqualified bid and the larger amount for which the County of San Benito procures the work plus all of the County of San Benito's costs, damages, expenses, and liabilities.

8) If for any reason the County of San Benito elects to not award the contract to the apparent low bidder, the County of San Benito may request in writing that the apparent second lowest responsive, responsible bidder complete the Contractor Qualifications Questionnaire and furnish all required supporting documentation to enable the County of San Benito to determine whether the second lowest responsive, responsible bidder is qualified to perform the work described in the Contract Documents. If for any reason the County of San Benito elects to not award the contract to the apparent second lowest responsive, responsible bidder, the County of San Benito may request the third lowest responsive, responsible bidder complete the Contractor Qualifications Questionnaire and furnish all required supporting documentation, and so on.

9) If the County of San Benito receives from a bidder within the time set forth in these Contract Documents, a complete Contractor Qualifications Questionnaire and all required supporting documentation as required by the Contract Documents, and if the County of San Benito determines that a bidder is not qualified to perform the work required by the Contract Documents, and if the County of San Benito elects to not award the Contract to that bidder, the County of San Benito will promptly return that bidder's bid security.

10) Bid protests shall be filed in writing with the County Administrative Officer, County of San Benito, Administrative Office, 481 Fourth Street, Hollister, California, 95023, by certified or registered mail, not later than three (3) days after the bid opening or, if the protest is based on the selection of the apparent lowest responsive, responsible bidder, not later than three (3) days after selection of the apparent lowest responsive, responsible bidder. The protest shall specify the reasons and facts upon which the protest is based.



## BID

For: **SAN BENITO COUNTY VETERANS MEMORIAL PARK IRRIGATION  
SYSTEM IMPROVEMENTS**

Name of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

Place of Residence \_\_\_\_\_

Telephone Number: (     ) \_\_\_\_\_

Fax: (     ) \_\_\_\_\_

Email: \_\_\_\_\_

1) All portions of the Bid must be completed before the bid is submitted. Failure to do so may result in the bid being rejected as nonresponsive. Attached to and submitted with this Bid, bidder must provide (1) the Bidder's Bond; (2) Names and Titles Form; (3) completed Noncollusion Affidavit signed by bidder; (4) Statement of Compliance; (5) Designation of Subcontractors; (6) Bidder's Qualifications; (7) the Guaranty; (8) Contractor's Certificate as to Worker's Compensation; and, (9) Affidavit Concerning Employment of Undocumented Aliens. Failure to submit all required documents may result in the bid being rejected as nonresponsive.

2) One copy of the Bid shall be filled in and submitted as the bid.

3) The Bidder, having the appropriate active license required by the State of California; and having carefully read and examined the plans, specifications, and all related bidding documents as prepared by Adam Goldstone, County of San Benito for the **Veterans Memorial Park Irrigation System Improvements** having carefully and fully examined the site of the proposed work and all information available to bidder, and being familiar with all the conditions related to the proposed work, including the availability of materials, equipment, and labor, hereby offers to furnish all labor, materials, tools, transportation, services, and equipment necessary to complete the work of the described project in accordance with the Contract Documents, and to complete all requirements of the Contract Documents for the sums quoted in this Bid. The bidder agrees that it will not withdraw its bid within sixty (60) days after the bid deadline. Bidder agrees, if requested by County of San Benito, to complete and sign the Contractor Qualification Questionnaire, furnishing all required attachments, and return it to County of San Benito within ten (10) days of date of dispatch by County of San Benito. If the bidder is selected as the apparent lowest responsive, responsible bidder, the bidder agrees, within ten (10) days after date of dispatch of Notice of Award, to sign and deliver the Contract, and to furnish the Performance Bond, the Payment Bond, Certificates of Insurance, and other required items. If awarded the Contract, the bidder agrees to complete the work within the number of calendar days specified by the Project Manager after the date of the commencement specified in the Notice to Proceed.

4) The bidder agrees that if the bidder is selected as the apparent lowest responsive, responsible bidder, and the bidder fails to sign the Contract and furnish (1) the **Performance Bond**, (2) the **Payment Bond**, (3) **Certificates of Insurance**, and (4) **other required items** within the time limit specified in the Contract Documents, the County of San Benito may award the work to another bidder or call for new bids. In such event, the bidder shall be liable to the County of San Benito for the difference between the amount of the disqualified bid and the larger amount for which the County of

San Benito procures the work plus all of the County of San Benito's costs, damages, expenses and liabilities arising from bidder's failure to sign the Contract and/or furnish the required documents.

### **BID SCHEDULE**

I will perform the work of the **Veterans Memorial Park Irrigation System Improvements** as set forth in the Contract Documents, prepared by the County of San Benito, for the following lump sum price:

**BASE BID**     \$ \_\_\_\_\_

**DEDUCT ALTERNATE #1**     \$ \_\_\_\_\_

**DEDUCT ALTERNATE #2**     \$ \_\_\_\_\_

**DEDUCT ALTERNATE #3**     \$ \_\_\_\_\_

The work for the **Veterans Memorial Park Irrigation System Improvements** specifically includes:  
Various building tenant improvements and site improvements.

The bidder acknowledges receipt of the following Addenda:

Addendum #_____, dated _____	_____	_____
	Signature	Date
Addendum #_____, dated _____	_____	_____
	Signature	Date
Addendum #_____, dated _____	_____	_____
	Signature	Date
Addendum #_____, dated _____	_____	_____
	Signature	Date

**AUTHORIZED SIGNATURE OF BIDDER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**NOTE:**

Where quantities are shown they are engineers estimated quantities. Variations may occur between actual quantities and engineers estimated quantities. Bidder is responsible to calculate quantities when preparing bid. Payment will be based on lump sum bid amount(s) and no allowance will be made for variations between actual quantities and engineers estimated quantities.

## BIDDER'S BOND

Know All Persons by These Presents, That we, \_\_\_\_\_

\_\_\_\_\_, As PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_,  
as SURETY, are held and firmly bound unto the County of San Benito of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County for the work described below for the payment of such sum in lawful money of the United States, well and truly to be made, and we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety exceed the sum of \_\_\_\_\_  
\_\_\_\_\_ (\$\_\_\_\_\_) Dollars.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted the above mentioned bid to the County for certain construction specifically described as follows: Veterans Memorial Park Irrigation System Improvements; for which bids are to be opened at Hollister, California on April 13, 2017 @ 2:00 p.m.

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Purchasing Agent, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; or should the aforementioned contract be awarded to other than the herein named Principal, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. 20\_\_\_\_.

\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)

Surety

Principal

\_\_\_\_\_  
Address

(Note: Signatures of those executing  
for the Surety must be properly  
acknowledged.)

## **NAMES AND TITLES FORM**

### **NAMES AND TITLES OF KEY MEMBERS OF FIRM:**

(Name of person signing the bid on behalf of the bidder and all general partners, if a partnership, must be included.)

---

---

Bidder is a: (circle one)

Corporation   Partnership   Individual   Joint Venture   Other \_\_\_\_\_  
(Specify)

NAME OF PRESIDENT IF A CORPORATION: \_\_\_\_\_

NAME OF SECRETARY IF A CORPORATION: \_\_\_\_\_

### **CALIFORNIA CONTRACTORS LICENSE(S):**

Name of License(s):

Classification(s)	Number	Expiration Date
-------------------	--------	-----------------

Classification(s)	Number	Expiration Date
-------------------	--------	-----------------

(For Joint Ventures, list Joint Venture's license or licenses for all Joint Venture partners.)

### **The following documents are submitted with and made a condition of this bid:**

Bid security in the form of \_\_\_\_\_ (fill in type of bid security)

Corporation is organized under the laws of the State of \_\_\_\_\_.

Corporate Seal:

**NAMES AND TITLES FORM (continued)**

**NAME OF BIDDER'S FIRM:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Title)

**By:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Title)

(If signature is by other than the sole proprietor, general partner, or corporate officers, attach an original Power of Attorney.)

## NONCOLLUSION AFFIDAVIT

TO BE SIGNED BY BIDDER AND SUBMITTED WITH BID

Pursuant to Section 7106 of the Public Contract Code,

\_\_\_\_\_  
(Name)

being first duly sworn, deposes and says that he or she is \_\_\_\_\_

\_\_\_\_\_  
(Title)

of \_\_\_\_\_,

(DBA)

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

\_\_\_\_\_  
Signature



## STATEMENT OF COMPLIANCE

\_\_\_\_\_  
(Company Name)

(hereinafter referred to as "prospective Contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code, Title II, Division 4, Chapter 5, in matters relating to the development, implementation, and maintenance of a nondiscrimination program. Prospective Contractor agrees not to unlawfully discriminate against any employee or applicants for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, physical and mental disabilities, or age (over forty).

I, \_\_\_\_\_  
(Name of Official)

hereby swear that I am duly authorized to legally bind the prospective Contractor to the above-described certification. I am fully aware that this certification, signed on

\_\_\_\_\_  
(date)

in the County of \_\_\_\_\_, is made under the penalty of perjury under the  
(County)  
laws of the State of California.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Title)

## DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100 through 4114, inclusive, of the Public Contract Code, and any amendments thereto, each bidder shall set forth in his or her bid, **the name and location of the place of business** of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid and the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

	1.	2.	3.
Trade	<hr/>	<hr/>	<hr/>
Name	<hr/>	<hr/>	<hr/>
Location	<hr/>	<hr/>	<hr/>
License Class.	<hr/>	<hr/>	<hr/>
	4.	5.	6.
Trade	<hr/>	<hr/>	<hr/>
Name	<hr/>	<hr/>	<hr/>
Location	<hr/>	<hr/>	<hr/>
License Class.	<hr/>	<hr/>	<hr/>
	7.	8.	9.
Trade	<hr/>	<hr/>	<hr/>
Name	<hr/>	<hr/>	<hr/>
Location	<hr/>	<hr/>	<hr/>
License Class.	<hr/>	<hr/>	<hr/>
	10.	11.	12.
Trade	<hr/>	<hr/>	<hr/>
Name	<hr/>	<hr/>	<hr/>
Location	<hr/>	<hr/>	<hr/>
License Class.	<hr/>	<hr/>	<hr/>

## **BIDDER QUALIFICATIONS**

This form must be completed, signed by bidder, and submitted to County of San Benito with bidder's bid. Failure to complete, sign, and submit with bidder's bid may result in bidder's bid being rejected as not responsive.

County of San Benito has determined that bidders must meet the following minimum qualifications to bid the work of improvement contemplated herein:

1. Have possessed a valid, active and in good standing, State of California Department of Consumer Affairs, Contractor's License Board license, appropriate for trade being bid, for a minimum of five (5) continuous years prior to the date of bid opening.
2. Not have any pending disciplinary proceedings or investigations by the Contractor's State License Board.
3. Currently (as of the date of bid opening) or within the past year, not have any suspensions, disbarments, or similar proceedings (including stipulated agreements), restricting, limiting or prohibiting Bidder from bidding or performing other public works for any other public agency.

I, being the \_\_\_\_\_ (insert title) of bidder herein, declare that bidder meets all of the minimum criteria set forth above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**GUARANTY**

**TO THE COUNTY OF SAN BENITO**

The undersigned, as prime Contractor, guarantees the construction and installation of the following work included in this project:

**SAN BENITO COUNTY VETERANS MEMORIAL PARK IRRIGATION SYSTEM  
IMPROVEMENTS**

Should any of the materials or equipment prove defective, due to faulty workmanship, material furnished or methods of installation or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within **one year** after the date on which this contract work is accepted by the County, the undersigned agrees to reimburse the County, upon demand, for County's expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the County, to replace any such material and to repair said work completely without cost to the County so that said work will function successfully as originally contemplated. (Ordinary wear and tear and unusual abuse or neglect excepted).

The County shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the County elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the County. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the County shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor, Name and Address

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Signature of Principal

**CONTRACTOR'S CERTIFICATE AS TO WORKER'S COMPENSATION**

(Labor Code section 1861)

Labor Code section 3700 provides, in relevant part:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Bidder's business name

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

Print Name: \_\_\_\_\_

And Title: \_\_\_\_\_

**AFFIDAVIT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS**  
**TO BE SUBMITTED WITH BID**

(Public Contract Code section 6101)

Public Contract Code section 6101 provides that,

"No state agency or department, as defined in [Public Contract Code] Section 10335.7, that is subject to this code, shall award a public works or purchase contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works or purchase contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

\_\_\_\_\_(Name), being first duly sworn, deposes and says (1) that he or she is the \_\_\_\_\_(Title) of \_\_\_\_\_(DBA), the party making the foregoing bid; and (2) that the party making the foregoing bid has not, within the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Bidder's business name

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

Print Name: \_\_\_\_\_

And Title: \_\_\_\_\_



## SECTION 01 10 00 - SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section includes:

1. Description of the Work.
2. Owner-Furnished/Contractor-Installed Items (OFCI)
3. Sequencing of the work.
4. Definitions and reference standards.
5. Specification conventions and language.
6. Construction schedules.
7. Delegated design (design/build) procedures.
8. Regulatory requirements.
9. Submittals.
10. Schedule of values.
11. Quality assurance.
12. Examination of existing conditions.
13. Aesthetic requirements.
14. Product handling, storing and protecting.
15. Project record documents.
16. Cleaning guidelines.
17. Project closeout requirements.

#### 1.2 DESCRIPTION OF THE WORK

- A. The Project consists of plumbing and electrical work at existing irrigation well, in compliance with Code requirements, the Drawings, Specifications and other Contract Documents. The work will in general consist of landscape irrigation improvements.

1. Project location: Hollister, California.
2. Owner: County of San Benito.

- B. Designer identification: The Contract Documents were prepared for Project by BFS Landscape Architects.
- C. Contract type: Project will be constructed under a general construction contract.

#### 1.3 OWNER-FURNISHED/CONTRACTOR-INSTALLED ITEMS (OFCI)

NOT USED

#### 1.4 SEQUENCING OF THE WORK

NOT USED

#### 1.5 DEFINITIONS AND REFERENCE STANDARDS

- A. Abbreviations and acronyms: Where abbreviations and acronyms are used in the Specifications or other Contract Documents, unless otherwise specified, they mean the recognized name of

the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the US".

B. Definitions: In addition to other definitions included in these Specifications, the following applies to the Work.

1. **Approved, Approved Equal, Or Equal**, mean as approved and accepted by the Architect and Owner as defined in the General Conditions of the Specifications.
2. **As Necessary** means essential to the completion of the Work.
3. **As Required** means as required by the Contract Documents.
4. **As Selected, As Approved, As Directed** or words of similar import mean as selected by, as approved by, or as accepted by the Architect. No implied meaning shall be interpreted to extend the Architect's responsibility into the Contractor's area of Contractor's supervision.
5. **As shown, As Detailed, As Indicated** and words of similar import mean as indicated on the Drawings.
6. **Building Department and Authorities Having Jurisdiction** means all agencies, individually or collectively, charged by statute with administration/enforcement of the requirements of the Building Code at the Project location.
7. **Control Sample** means sample of material of approved color, finish and texture, available for the Contractor's review in the Architect's office.
8. **Computer Data Base** means the digital computer data issued by the Architect as a part of the Contract Documents, including 2-dimensional and 3-dimensional computer model, and drawing files in CAD format.
9. **Concealed** means embedded in masonry, concrete or other construction, installed within furred spaces, within wall/partitions or above suspended ceilings, in trenches, in crawl spaces, or in enclosures.
10. **Cutting** refers to removal of material by cutting, sawing, drilling, breaking, chipping, grinding, excavating and similar operations.
11. **Division** means Division of these Specifications except where the obvious intent is the act or process of dividing. Divisions are groups of related Sections.
12. **Directed, Requested, Authorized, Selected, Reviewed, Required, Accepted, and Permitted** mean directed by Architect, requested by Architect, and similar phrases. However, no such implied meaning will be interpreted to extend the Architect's responsibility into the Contractor's area of construction supervision.
13. **Furnish**, except as otherwise defined in greater detail, means "supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations," as applicable in each instance.
14. **Install**, except as otherwise defined in greater detail, is used to describe operations at project site, including "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operation," as applicable in each instance.
15. **Equipment** means a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.
16. **Experienced**, when used with an entity, means having successfully completed a minimum of 5 previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
17. **Exposed** means not installed underground or concealed as defined above.
18. **Exterior** means a space that does not meet the definition for "interior" below.
19. **Fabricated** means items specifically assembled or made out of selected materials to meet individual design requirements for the Project.
20. **Factory Finished/Prefinished** means finished under controlled environmental conditions off site, and requiring no additional finish, except for touchup, at the Project site.
21. **Furnish (Materials)** means to supply and deliver to the Project ready for installation and in operable condition.
22. **Indicated** means graphic representations, notes or schedules on Drawings, reference to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in the Contract Documents. Similar terms such as "shown," "noted,"

VETERANS MEMORIAL PARK  
IRRIGATION SYSTEM IMPROVEMENTS  
MEMORIAL DRIVE, HOLLISTER, CA

SUMMARY OF WORK  
01 10 00 - 2  
11/10/16

"scheduled," and "specified" may be used in lieu of "indicated," are used for the purpose to help the reader locate the reference; no limitation of location is intended except as specifically noted.

23. **Include/Including** means include/including, without limitation.
24. **Install** (Services or Labor) means to place in final position, complete, anchored, connected, and in operable condition.
25. **Installer** means the Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
26. **Interior** means a space completely enclosed by walls, solid door(s), floor and ceiling.
27. **Manufactured** applies to standard units usually mass-produced.
28. **Manufacturer's Directions, Instructions, Recommendations, Specifications** mean manufacturer's written directions, instruction, recommendations, specifications.
29. **Manufacturer (Guarantees)** are pre-printed written guarantees published by individual manufacturer for a particular product and specifically endorsed by manufacturer to the County.
30. **Match** means providing a portion of the Work using the same product, technique, sequence, dimensions, finishes, color, texture, and degree of craftsmanship as (a) another portion of the Work, (b) existing conditions adjacent to the new portion of the Work, (c) as an approved sample, range of samples, or mockup or sample panel, or (d) as a control sample in the Architect's possession.
31. **Materials** are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
32. **Named Products** are items identified by manufacturer's product name, including make or model designation, indicated in the manufacturer published product literature current as of the date of the Contract Documents.
33. **Patching** refers to restoration of a surface to its original completed condition by filling, repairing, refinishing, closing and similar operations.
34. **Products** are items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - a. Named Products are items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
  - b. New Products are items not previously incorporated in another project or facility, except that products consisting of recycled-content materials are allowed, unless stated otherwise. Products salvaged or recycled from other projects are not considered new products.
  - c. Comparable Product are product demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
35. **Project Site** is the space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.
36. **Provide** means to supply, fabricate, deliver, place, and connect, complete in-place, ready for operation and use. When neither furnish, install nor provide is stated, provide is implied.
37. **Regulations** includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
38. **Remove** means to remove item completely including attachments, frames, anchors, fittings, bases, pipes, conduits and supports, capping behind finished surfaces and repairing floors, bases and walls to match color and texture and be smooth with existing adjacent surfaces.

39. **Section** means Section of these Specifications, except where the obvious intent is one of several components, a piece. Section is usually a basic unit of Work.
40. **Shall** is mandatory.
41. **Similar** means a portion of the Work that matches the whole or part of another portion of the Work but has a different geometric configuration.
42. **Special (Guarantees)** are written guarantees required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's guarantee or to provide more rights for the County.
43. **Submit, Submittal, Submission** means submit to the Architect for review, unless otherwise stated.
44. **Substitutions** means changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
45. **Symmetrical** means a portion of the Work which matches adjacent work, or itself, but reversed about centerline(s) or the axis of a surface or a space.
46. **Testing Laboratories** means an independent entity engaged to perform specific inspections or tests of the work, either at the Project site or elsewhere, and to report, and (if required) interpret results of those inspections or tests.

C. Reference standards:

1. Applicability of standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
2. Publication dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated and listed in applicable Codes.
3. Applicability:
  - a. No provisions of referenced standards or specifications (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Architects, or Contractor, or any of their consultants, agents or employees from those set forth in the Contract Documents.
  - b. Unless the Contract Documents indicate otherwise:
    - 1) Where conflict exists between referenced documents and Contract Documents, or between referenced documents, the one having more stringent requirements applies.
    - 2) Refer requirements that are different but apparently equal, and uncertainties as to which quality level is more stringent to the Architect for a decision before proceeding with the affected work, including preparation of shop drawings.
  - c. Where both a standard and a brand name are specified for a product in the Project Manual, the proprietary product named shall conform to or exceed the requirements of the specified reference standard. The listing of a trade name in a Project Manual is not a guarantee that such product conforms to the respective reference standard.
4. Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity.

1.6 SPECIFICATION CONVENTIONS AND LANGUAGE

A. Specification format:

VETERANS MEMORIAL PARK  
IRRIGATION SYSTEM IMPROVEMENTS  
MEMORIAL DRIVE, HOLLISTER, CA

SUMMARY OF WORK  
01 10 00 - 4  
11/10/16

1. The Specifications are organized into Divisions and Sections using the 50-Division format and CSI/CSC 2004 "MasterFormat" numbering and file naming system.
  2. The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine number and name of sections in the Project Manual.
- B. Specification content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows.
1. Abbreviated language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mode are to be performed by Contractor. Occasionally, the indicative or subjunctive mode may be used for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

## 1.7 CONSTRUCTION SCHEDULES

- A. This Section supplements Paragraph 28 of the General Conditions.
- B. Provide projected construction schedules for all work.
1. Prepare schedules in form acceptable to the PM. Identify each trade or operation, as well as the duration of each activity.
  2. List the work in the chronological order in which it will be performed.
  3. Show dates for beginning, and completion of each element of construction.
  4. Show projected percentage of completion for each item of work as of first day of each month.
  5. Submit one digital copy and one black line print of the schedule. Re-submit during progress of the Work when schedule is modified. For the digital copy, use a software, acceptable to the PM.
  6. Initial submittal shall be no later than 15 days following Notice to Proceed.
  7. Submit periodically updated schedule (but no later than once a month) accurately depicting progress to first day of each month.

## 1.8 DELEGATED DESIGN (DESIGN/BUILD) PROCEDURE

- A. Where professional design services or certifications by a design professional are required of Contractor by the Contract Documents, provide products and systems complying with specific performance requirements and design criteria indicated.
- B. If design criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.

## 1.9 REGULATORY REQUIREMENTS

- A. Obtain copies of the Codes and regulations listed on the Drawings and retain at Project site to be available for reference by parties who have a reasonable need.

- B. The Contractor, its subcontractors/fabricators/installers shall be knowledgeable of the Codes and regulations applicable to the Work.

#### 1.10 SUBMITTALS

A. General:

1. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  2. Accompany submittal with the attached "Submittal Transmittal Form" 01 10 00A.
  3. Processing time: Allow enough time for submittal review, including time for re-submittals, as follows. Time for review commences on PM's receipt of submittal.
    - a. Initial review: Allow 10 days for initial review of each submittal. Allow additional time if processing requires coordination with other trades and design disciplines, and with subsequent submittals. PM will advise Contractor when a submittal being processed must be delayed for coordination.
    - b. Concurrent review: Where concurrent review of submittals by PM's consultants, PM, or other parties is required, allow 21 days for initial review of each submittal.
    - c. Direct transmittal to consultant: Where the Contract Documents indicate that submittals may be transmitted directly to PM's consultants, provide duplicate copy of transmittal to PM. Submittal will be returned to PM before being returned to Contractor.
    - d. If intermediate submittal is necessary, process it in same manner as initial submittal.
    - e. Allow 10 days for processing each re-submittal.
    - f. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
  4. Identification: Place a permanent label or title block on each submittal for identification.
    - a. Indicate name of firm or entity that prepared each submittal on label or title block.
    - b. Provide a space approximately 4 by 5-inch on label or beside title block to record Contractor's review and approval markings and action taken by PM.
    - c. Include the following information on label for processing and recording action taken:
      - 1) Project name.
      - 2) Date.
      - 3) Name and address of PM.
      - 4) Name and address of Contractor.
      - 5) Name and address of subcontractor.
      - 6) Name and address of supplier.
      - 7) Name of manufacturer.
      - 8) Unique identifier, including revision number.
      - 9) Number and title of appropriate Specification Section.
      - 10) Drawing number and detail references, as appropriate.
      - 11) Other necessary identification.
  5. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- B. Submittals - general: Submit shop drawings, product data and samples required by the Specifications for the PM's review before proceeding with the work affected by the submittals. Review and stamp all submittals for conformance with Contract Documents and before submission to the PM.



C. Shop drawings:

1. Submit one reproducible transparency and 2 black line prints of shop drawings, and number of copies of project data which Contractor requires for distribution, plus 3 copies which will be retained by PM.
2. Designate in construction schedule, or on separate sub-schedule, the dates for initial submission of shop drawings and the dates that approved submittals will be needed for each product and/or assembly.
3. Identify details by reference to sheet and detail numbers shown on Contract Drawings.
4. Shop drawing action: Following the PM's review, one reproducible transparency will be returned to the Contractor with the PM's stamp and signature affixed thereto annotated as follows.
  - a. "Reviewed With No Exceptions Taken."
  - b. "Reviewed With Exceptions As Noted."
  - c. "Revise and Resubmit."
  - d. "Not Reviewed."
  - e. "Rejected."

D. Product data: Submit 5 copies (PM will retain 2 copies) of manufacturer product data as specified.

1. Manufacturer standard schematic drawings: Modify drawings to delete information not applicable to Project and supplement standard information to provide additional information applicable to Project.
2. Manufacturer catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data:
  - a. Clearly mark each copy to identify pertinent materials, products or models.
  - b. Show dimensions and clearances required, performance characteristics and capacities, and wiring diagrams and controls.

E. Samples: Submit minimum of 3 samples of each type, color and pattern of material, unless specified otherwise. PM will retain one sample, except when color range is submitted.

1. Make samples of sufficient size and quantity to clearly illustrate characteristics of product or material, and full range of colors.
2. When possible, provide color and texture samples on actual substrate specified.

F. Calculations: When calculations are required, submit 5 copies (PM will retain 2 copies) of documents signed and sealed by a California-registered professional engineer.

G. Informational submittals: Submit 2 copies of each submittal. PM will not return copies.

H. Re-submittal requirements:

1. Shop drawings: Revise initial drawings as required and resubmit as specified for initial submittal. Indicate on shop drawings changes made other than those requested by PM.
2. Product data and samples: Submit new data and samples as required for initial submittal.

I. Project file: Keep copy of reviewed shop drawings, product data and samples in the Project file.

1.11 SCHEDULE OF VALUES

- A. This Article supplements Paragraph 40 of the General Conditions.
- B. Coordinate preparation of the schedule of values with preparation of the Contractor's construction schedule; these documents are complementary.
- C. General:

1. Correlate line items in the schedule of values with other required administrative schedules and forms, including:
    - a. Construction schedule.
    - b. Application for payment form.
    - c. List of subcontractors.
    - d. List of products.
    - e. List of principal suppliers and fabricators.
    - f. Schedule of submittals.
  2. Submit as noted in the General Conditions.
- D. Format and content: Use the Project Manual table of contents as a guide to establish the format for the schedule of values.
1. Include the following on the schedule of values:
    - a. Project name and location.
    - b. Contractor's name and address.
    - c. Project number.
    - d. Architect's name.
    - e. Date of submittal.
  2. Arrange the schedule of values in a tabular form with separate columns to indicate the following for each item listed:
    - a. Generic name.
    - b. Related Specification Section.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that have affected value.
    - g. Dollar value.
    - h. Percentage of Contract Sum to the nearest 1/100 percent adjusted to total 100 percent.
  3. Provide a breakdown of the Contract sum in sufficient detail to facilitate continued evaluation of applications for payment and progress reports.
  4. Round amounts off to the nearest whole dollar. The total shall equal the Contract Sum.

#### 1.12 QUALITY ASSURANCE

- A. Fabricators' qualifications: Firms experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Factory-authorized service representative qualifications: Authorized representative of manufacturer, trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- C. Installers' qualifications: Firms or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- D. Manufacturers' qualifications: Firms experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.

- E. Professional engineers' qualifications (for delegated design):
  - 1. Professional engineers legally qualified to practice in California, and with experience to provide engineering services of the kind indicated.
  - 2. Engineering services are defined as those performed for installations of the system, assembly, or product similar to those indicated for this Project in material, design, and extent.
- F. Testing agencies' qualifications: Firms with experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed, when specified testing agency is subject to the Owner's and/or the Architect's approval.

#### 1.13 EXAMINATION OF EXISTING CONDITIONS

- A. Existing conditions:
  - 1. The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed.
  - 2. Before beginning work:
    - a. Investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
    - b. Verify the location and points of connection of utility services.
    - c. Verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
    - d. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Acceptance of conditions: Before starting installation in any areas, examine substrates, supports, areas and conditions, with installer or applicator present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work. Record observations.
  - 1. Verify compatibility with and suitability of supports and other substrates, including compatibility with existing finishes or primers.
  - 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 3. Examine walls, floors, and roofs for suitable conditions where products and systems will be installed.
  - 4. Correct unsatisfactory conditions before proceeding with installation. Proceeding with the Work indicates acceptance of surfaces and existing conditions.

#### 1.14 AESTHETICS REQUIREMENT

- A. The following applies to installation activities affecting the aesthetics of the Project and describes general criteria by which the Contractor can determine the construction and installation of the building components not otherwise documented.
  - 1. Do not use exposed fasteners unless directed by the PM, accepted on shop drawings, or indicated on the Drawings.
  - 2. Items required to be fastened shall be through mechanical means. Unless otherwise indicated or accepted on shop drawings do not use only glue or adhesive.
  - 3. Divide materials that cannot be fabricated or installed to the full dimension indicated into pieces only as directed by the PM; joints of these materials or assemblies shall align with

adjacent construction joints or have a modular logic. Coordinate location of seams and joints with the PM prior to implementation.

4. Joints and reveals shall generally align with other joints and reveals and in all cases have logic to their placement. All trades shall coordinate and establish this aesthetic logic with the PM prior to construction.
5. Finish all exposed surfaces, including end conditions, returns at open joints, and reveals, unless noted otherwise.
6. Place power, communication and other outlets, switches, lights, linear diffusers, signs, etc., at the same height or in the same position where located in the same space or room, aligned, with concern for alignment to work of other trades. If the Drawings do not indicate that alignment, consult with PM prior to construction.
7. Do not assume that any exposed items are not important to the PM. Place logically or align with floors, walls and/or ceilings. Consult with PM on item not clearly documented.

#### 1.15 PRODUCT HANDLING, STORING AND PROTECTING

- A. General: Transport, deliver, handle, and store materials and equipment to prevent the intrusion of foreign matter, moisture, and to prevent damage. In all cases, comply with the following.

1. Environmental conditions and limitations required to maintain the original quality of the materials and equipment.
2. Protect "in-place" materials from damage when moving and storing new materials inside the building. Provide durable protection, such as boarding of openings thru which materials will be transported, and sturdy, waterproof runners on floors of finished spaces thru which materials are moved.

- B. Packaging:

1. Deliver packaged materials to the Project site or place of fabrication in manufacturer's original containers with seals unbroken and labels intact until incorporated into the work.
2. Wrapped or bundled materials shall clearly bear the manufacturer's name and trade mark and UL or FM label, when applicable.

- C. Removal: Remove damaged or otherwise unsuitable material and equipment promptly from the site and replace with satisfactory material at no additional cost to the Owner.

- D. Storing:

1. Locate storage piles, stacks or bins to avoid being disturbed, and protect from damage of any sort. Do not block required exitways with storage piles.
2. When storing materials inside the building, protect floors with plywood or hardboard panels, or waterproof tarpaulins.
3. Store materials and equipment in accordance with their manufacturer's instructions, indoors, and properly protected from weather and construction activities.
4. Do not overload floor(s) and roof(s) with stacks of materials.

- E. Protection: Keep finished surfaces clean and unmarred until Substantial Completion.

#### 1.16 PROJECT RECORD DOCUMENTS

- A. Maintain at site one copy of Contract Drawings, Specifications, Addenda, shop drawings, modifications to original Specifications and Drawings, and field tests records.
- B. Do not use record documents for construction purposes. Make documents available at all times for inspection by PM.
- C. Keep record documents current. Record and properly dimension deviations on the record drawings within 24 hours after work in affected area is completed. Use a fine felt or nylon tip

VETERANS MEMORIAL PARK  
IRRIGATION SYSTEM IMPROVEMENTS  
MEMORIAL DRIVE, HOLLISTER, CA

SUMMARY OF WORK  
01 10 00 - 10  
11/10/16

pen with waterproof colored ink for marking. Legibly mark to record actual constructions where it deviates from the Contract Documents.

- D. At completion of Project, deliver record documents to PM.

#### 1.17 CLEANING GUIDELINES

- A. General: This Article supplements other provisions on cleaning found in the Contract Documents.
1. Keep work and adjacent areas free from accumulations of waste, debris and rubbish caused by construction operations.
  2. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all exposed surfaces. Leave Project clean and ready for occupancy.
- B. Maintain premises, adjacent and public properties free from accumulations of waste, debris, and rubbish caused by construction operations.
1. Do not allow debris and used construction materials to accumulate in the building overnight. Remove and clean-up each area daily.
  2. Do not allow opened containers of combustible materials to remain in the building overnight.
  3. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in sanitary and storm drains. Store in containers with tight-fitting lids and remove to legal dump site.
  4. Upon completion, vacuum clean all areas affected by the work of this Contract and adjacent areas used as passageways and for storage. Clean as specified below. Clean out gutters and drains, and leave Project ready for occupancy, to the PM's satisfaction.
- C. Do not allow debris and combustible materials to accumulate in voids, cavities, and plenums created by wall, partition, and ceiling construction. These areas must be thoroughly cleaned out before being sealed or closed off by installation of finish materials.
- D. Use cleaning materials which have a high flash point, are non-toxic, and are recommended by the manufacturer of the surfaces to be cleaned to not damage these surfaces.
- E. Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from sight-exposed finished surfaces; polish surfaces so designated to shine finish.
- F. Repair, patch and touch up marred surfaces to specified finish to match adjacent surfaces.

#### 1.18 PROJECT CLOSEOUT

- A. Submit the following to PM:
1. Project record documents.
  2. Operation and maintenance data for equipment put into service.
  3. Warranties and bonds.
  4. Keys and keying schedules.
  5. Tools, spare parts and maintenance materials.
  6. Certificates of inspection for mechanical and electrical work.
  7. Certificate of Occupancy.
  8. Certificate of insurance for products and completed operations.

#### PART 2 - PRODUCTS

NOT USED

VETERANS MEMORIAL PARK  
IRRIGATION SYSTEM IMPROVEMENTS  
MEMORIAL DRIVE, HOLLISTER, CA

SUMMARY OF WORK  
01 10 00 - 11  
11/10/16

PART 3 - EXECUTION

NOT USED

END OF SECTION

X:\ANC WORKFILES\SAN BENITO SHERIFF ADMINISTRATION\8) Re-submittal 09.22.11\01 10 00 summary.doc

VETERANS MEMORIAL PARK  
IRRIGATION SYSTEM IMPROVEMENTS  
MEMORIAL DRIVE, HOLLISTER, CA

SUMMARY OF WORK  
01 10 00 - 12  
11/10/16





## SUBMITTAL TRANSMITTAL

Project: \_\_\_\_\_ Date: \_\_\_\_\_  
A/E Project Number: \_\_\_\_\_

**TRANSMITTAL** To (Contractor): \_\_\_\_\_ Date: \_\_\_\_\_ Submittal No. \_\_\_\_\_  
**A** From (Subcontractor): \_\_\_\_\_ By: \_\_\_\_\_ ☐ Resubmission

Qty.	Reference / Number	Title / Description / Manufacturer	Spec. Section Title and Paragraph / Drawing Detail Reference

- |  |   |
|--|---|
| <input type="checkbox"/> Submitted for review and approval                 | <input type="checkbox"/> Substitution involved - Substitution request attached  |
| <input type="checkbox"/> Resubmitted for review and approval               | <input type="checkbox"/> If substitution involved, submission includes point-by-point comparative data or preliminary details |
| <input type="checkbox"/> Complies with contract requirements               | <input type="checkbox"/> Items included in submission will be ordered immediately upon receipt of approval                    |
| <input type="checkbox"/> Will be available to meet construction schedule   |   |
| <input type="checkbox"/> A/E review time included in construction schedule |   |

Other remarks on above submission: \_\_\_\_\_ ☐ One copy retained by sender

**TRANSMITTAL** To (A/E): \_\_\_\_\_ Attn: \_\_\_\_\_ Date Rec'd by Contractor: \_\_\_\_\_  
**B** From (Contractor): \_\_\_\_\_ By: \_\_\_\_\_ Date Trnsmt'd by Contractor: \_\_\_\_\_

- |  |  |
|--|--|
| <input type="checkbox"/> Approved          | <input type="checkbox"/> Revise / Resubmit   |
| <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Rejected / Resubmit |

Other remarks on above submission: \_\_\_\_\_ ☐ One copy retained by sender

**TRANSMITTAL** To (Contractor): \_\_\_\_\_ Attn: \_\_\_\_\_ Date Rec'd by A/E: \_\_\_\_\_  
**C** From (A/E): \_\_\_\_\_ ☐ Other By: \_\_\_\_\_ Date Trnsmt'd by A/E: \_\_\_\_\_

- |   |  |
|---|--|
| <input type="checkbox"/> Approved                     | <input type="checkbox"/> Provide file copy with corrections identified                         |
| <input type="checkbox"/> Approved as noted            | <input type="checkbox"/> Sepia copies only returned  |
| <input type="checkbox"/> Not subject to review        |  |
| <input type="checkbox"/> No action required           | <input type="checkbox"/> Point-by-point comparative data required to complete approval process |
| <input type="checkbox"/> Revise / Resubmit            | <input type="checkbox"/> Submission Incomplete / Resubmit                                      |
| <input type="checkbox"/> Rejected / Resubmit          |  |
| <input type="checkbox"/> Approved as noted / Resubmit |  |

Other remarks on above submission: \_\_\_\_\_ ☐ One copy retained by sender

**TRANSMITTAL** To (Subcontractor): \_\_\_\_\_ Attn: \_\_\_\_\_ Date Rec'd by Contractor: \_\_\_\_\_  
**D** From (Contractor): \_\_\_\_\_ By: \_\_\_\_\_ Date Trnsmt'd by Contractor: \_\_\_\_\_

Copies: ☐ Owner ☐ Consultants ☐ \_\_\_\_\_ ☐ \_\_\_\_\_ ☐ \_\_\_\_\_ ☐ One copy retained by sender



## SUBSTITUTION REQUEST (After the Bidding Phase)

Project: \_\_\_\_\_ Substitution Request Number: \_\_\_\_\_  
\_\_\_\_\_  
From: \_\_\_\_\_  
To: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
A/E Project Number: \_\_\_\_\_  
Re: \_\_\_\_\_ Contract For: \_\_\_\_\_

Specification Title: \_\_\_\_\_ Description: \_\_\_\_\_  
Section: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Trade Name: \_\_\_\_\_ Model No.: \_\_\_\_\_

Installer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

History: ☐ New product ☐ 2-5 years old ☐ 5-10 yrs old ☐ More than 10 years old

Differences between proposed substitution and specified product: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ Point-by-point comparative data attached - REQUIRED BY A/E

Reason for not providing specified item: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Similar Installation:

Project: \_\_\_\_\_ Architect: \_\_\_\_\_

Address: \_\_\_\_\_ Owner: \_\_\_\_\_

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

Proposed substitution affects other parts of Work: ☐ No ☐ Yes; explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Savings to Owner for accepting substitution: \_\_\_\_\_ (\$ \_\_\_\_\_).

Proposed substitution changes Contract Time: ☐ No ☐ Yes [Add] [Deduct] \_\_\_\_\_ days.

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ \_\_\_\_\_

# SUBSTITUTION REQUEST (Continued)

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Attachments: \_\_\_\_\_

## A/E's REVIEW AND ACTION

- ☐ Substitution approved - Make submittals in accordance with Specification Section 01330.
- ☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01330.
- ☐ Substitution rejected - Use specified materials.
- ☐ Substitution Request received too late - Use specified materials.

Signed by: \_\_\_\_\_

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

Additional Comments: ☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ A/E ☐ \_\_\_\_\_

## SECTION 01 23 00 – ALTERNATES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for alternates. Deductive alternates are being used to assist the County in ensuring that the contract amount does not exceed the available budget.

#### 1.2 DEFINITIONS

- A. Alternate is an amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
- B. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

#### 1.3 PROCEDURES

- A. Coordination:
  - 1. Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 2. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execution: Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule of Alternates: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

### PART 2 - PRODUCTS

NOT USED

### PART 3 - EXECUTION

#### 3.1 SCHEDULE OF ALTERNATES

- A. Deductive Alternate No. 1: All labor and materials related to the data network cabling as shown on Power & Signal Plans (phone/data combo outlets) and specified in section 27 20 00.
- B. Deductive Alternate No. 2: All labor and materials related to the surveillance camera equipment as specified in section 28 20 00.

VETERANS MEMORIAL PARK  
IRRIGATION SYSTEM IMPROVEMENTS  
MEMORIAL DRIVE, HOLLISTER, CA

ALTERNATES  
01 23 00-1  
01/20/2012

- C. Deductive Alternate No. 3: All labor and materials related to the exterior chain link gate & motor components as shown on architectural and electrical site plans and specified in section 32 31 21.
- D. Deductive Alternate No. 4: All materials and labor related to the construction of Rooms 144 and 145.
- E. Deductive Alternate No. 5: All labor and materials related to the electronic door access system as specified in sections 08 71 00 and 08 71 10.
- F. Deductive Alternate No. 6: All labor and materials related to the storefront window and door system and associated structural components at Room 120 as shown on floor plans and door & window schedules and specified in section 08 43 13.
- G. Deductive Alternate No. 7: All labor and materials related to the casework, bullet-resistant panels and bullet-resistant transaction window at Room 121 as shown on floor plans and enlarged plans and specified in sections 08 56 20 and 09 28 20.
- H. Deductive Alternate No. 8: All labor and materials related to the light fixtures E1, E2, and E3 located in Room 229 and relocation of existing light fixtures in Room 229 and Rooms 150 & 151 as shown on demo electrical plans and lighting plans.

END OF SECTION

## SECTION 01 25 10 - CONTRACTOR'S REQUEST FOR INTERPRETATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section supplements Paragraph 22) of the General Conditions and includes general requirements for Contractor's Requests for Interpretation (RFI).
- B. Procedure for shop drawings, product data and samples submittals are specified elsewhere in Division One.
- C. Procedure for substitutions is specified elsewhere in Division 01.

#### 1.2 GENERAL

- A. Contractor shall be responsible for its costs to implement and administer RFI during the life of the Contract.
- B. Contractor may be responsible to the Owner for the cost of answering RFI where the answer can reasonably be found by a review of the Contract Documents.

#### 1.3 CONTRACTOR'S REQUESTS FOR INTERPRETATION

- A. Submit a Request for Interpretation to the Architect when:
  - 1. An unforeseen condition or constructability question occurs.
  - 2. Questions regarding information in the Contract Documents arise.
  - 3. Information not found in the Contract Documents is required.
- B. When possible, request such interpretation either verbally or in writing at the next scheduled Project meeting.
  - 1. When the RFI is answered at the Project meeting, number the RFI and enter the response into the meeting minutes.
  - 2. When the urgency of the need, or the complexity of the item makes interpretation at the next scheduled Project meeting impractical, prepare and submit a formal written RFI to the Architect without delay.
- C. RFI received directly from a subcontractor will be returned unprocessed to the Contractor.

#### 1.4 SUBMITTAL

- A. Submit RFIs within a reasonable time frame so as not to interfere with, or impede the progress of the Work.
  - 1. Keep the number of RFIs to a minimum.
  - 2. When the number and frequency of RFIs submitted becomes unwieldy, the Architect may require the Contractor to abandon the process and submit requests as either submittals, substitutions, or requests for change.
  - 3. When an answer to an RFI has an effect on cost or time, notify the Architect when the RFI is issued, in accordance with the Contract Documents. Notification shall occur prior to commencing such work, so that the change order process, when authorized, can be initiated.
  - 4. When submitting an RFI, alert the Architect, in writing, to the time available before the response will cause an impact to the Project schedule, except that in no case shall less



than 5 working days be allowed for the Architect to answer; answer to an RFI requested within less than 5 working days, after receipt by the Architect, will indicate a lack of planning on the Contractor's part and modification to the Construction schedule, as well as claims for additional costs, will not be allowed.

B. When submitted in writing, submit the RFI in quadruplicate as follows:

1. Legible written request (FAX and PDF issued electronically are acceptable) on a standard CSI or AIA preprinted form, or another form approved in advance by the Architect. Include the following information:
  - a. Project name, as listed on the Contract Documents, Architect's project number or other identifying number, if any.
  - b. Date.
  - c. Name, address, telephone and FAX numbers, of the Contractor.
  - d. Number and title of affected Specification Section or Sections.
  - e. Drawing numbers and detail references, as appropriate.
  - f. Clear, concise explanation of information or interpretation requested.
  - g. Blank, lined spaces for Architect's written response.

C. Each page of each attachment to the RFI shall bear the RFI number in the lower right corner.

D. Number submitted RFIs consecutively.

E. Sign and stamp all RFI forms. RFI from subcontractors or material suppliers shall be submitted through, and be reviewed by the Contractor prior to submittal to the Architect.

F. Unanswered RFI will be returned with a stamp or notation "NOT REVIEWED".

G. Prepare and maintain an RFI log. Update on a weekly basis. Log RFI number, brief description of content or subject discussed, date submitted, and date answered. Keep log current and furnish copy when so requested by the Architect; when records are kept on line, keep RFI log accessible to all concerned.

H. Allow a minimum of 5 working days for review and response time; the response time will be increased if more information is required, when the RFI is submitted out-of-sequence, or if in the opinion of the Architect, more time is needed to answer the RFI.

## 1.5 QUALITY ASSURANCE

A. Carefully study the Contract Documents to assure that the requested information is not available therein.

1. RFI which requests interpretation available in the Contract Documents may not be answered by the Architect.
2. Before submitting RFI to the Architect, verify that the information requested is not indicated in the Contract Documents, or cannot be determined from a careful review of same.

B. In all cases where a RFI is issued to request interpretation of coordination issues, for example, pipe and duct routing, clearances, specific locations of work shown diagrammatically, and similar items, the Contractor shall fully lay-out a suggested solution using drawings or sketches drawn to scale, and submit same with the RFI. RFI that fails to include a suggested solution may not be answered.

C. Do not use RFI for the following purpose:

1. To request approval of submittals.
2. To request approval of substitutions.
3. To request changes to the Contract Documents and to confirm action taken by the Contractor for requested changes/substitutions to the Contract Documents.

- D. If the Contractor believes that a interpretation by the Architect may result in a change in Contract price, the Contractor shall not proceed with the work indicated by the RFI until a Change Order or other acceptable tracking device is prepared and approved.
1. If the Contractor believes that a interpretation by the Architect results in additional cost, the Contractor shall identify in the RFI the basis of the Contractor's bid as it relates to the RFI.
  2. Answered RFI shall not be construed as approval to perform extra work.

**END OF SECTION**

X:\ANC WORKFILES\SAN BENITO SHERIFF ADMINISTRATION\10) RE-SUBMITTAL 01.20.2012\01 25 10 contractors request for interpretation.doc

## SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section supplements Paragraph 28) of the General Conditions and includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Preliminary construction schedule.
2. Contractor's construction schedule.
3. Submittals Schedule.
4. Daily construction reports.
5. Material location reports.
6. Field condition reports.
7. Special reports.

#### 1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project.
- B. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
1. Predecessor activity is an activity that must be completed before a given activity can be started.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- D. Critical path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
1. Float time is not for the exclusive use or benefit of either County or Contractor, but is a jointly-owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- H. Major area: A story of construction, a separate building, or a similar significant construction element.
- I. Milestone: A key or critical point in time for reference or measurement.
- J. Network diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

### 1.3 SUBMITTALS

- A. Qualification data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Submittals schedule: Submit 3 copies of schedule. Arrange the following information in a tabular format.
  - 1. Scheduled date for first submittal.
  - 2. Specification Section number and title.
  - 3. Submittal category (action or informational).
  - 4. Name of subcontractor.
  - 5. Description of the Work covered.
  - 6. Scheduled date for Owner's Representative's final release or approval.
- C. Preliminary construction schedule: Submit 2 printed copies; one single sheet of reproducible media, and one blackline print.
- D. Preliminary network diagram: Submit 2 printed copies; one single sheet of reproducible media, and one blackline print; large enough to show entire network for entire construction period.
- E. Contractor's construction schedule:
  - 1. Submit 2 printed copies of initial schedule, one reproducible print and one blackline print, large enough to show entire schedule for entire construction period.
  - 2. Submit an electronic copy of schedule, in PDF format, via email or on CD Rom disk(s) labeled to comply with requirements for submittals. Include type of schedule (Initial or updated) and date on label.
- F. CPM reports: Concurrent with CPM schedule, submit 3 printed copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float.
  - 1. Activity report: List of all activities sorted by activity number and then early start date, or actual start date if known.
  - 2. Logic report: List of all preceding and succeeding activities, sorted in ascending order by activity number and then early start date, or actual start date, if known.
  - 3. Total float report: List of all activities sorted in ascending order of total float.
  - 4. Earnings report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.
- G. Daily construction reports: Submit 2 copies at weekly intervals.
- H. Field condition reports: Submit 2 copies at time of discovery of differing conditions.
- I. Special reports: Submit 2 copies at time of unusual event.

### 1.4 QUALITY ASSURANCE

- A. Scheduling consultant qualifications: Experienced specialist in CPM scheduling and reporting.
- B. Prescheduling conference: Conduct conference at Project site. Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:
  - 1. Review software limitations and content and format for reports.
  - 2. Verify availability of qualified personnel needed to develop and update schedule.
  - 3. Discuss constraints, including phasing work stages, area separations, interim milestones and partial County occupancy.

VETERANS MEMORIAL PARK  
IRRIGATION SYSTEM IMPROVEMENTS  
MEMORIAL DRIVE, HOLLISTER, CA

CONSTRUCTION PROGRESS DOCUMENTATION  
01 32 00 - 2  
01/20/2012

4. Review delivery dates for County-furnished products.
5. Review schedule for work of County's separate contracts.
6. Review time required for review of submittals and resubmittals.
7. Review requirements for tests and inspections by independent testing and inspecting agencies.
8. Review time required for completion and startup procedures.
9. Review and finalize list of construction activities to be included in schedule.
10. Review submittal requirements and procedures.
11. Review procedures for updating schedule.

## 1.5 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's construction schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
  1. Secure time commitments for performing critical elements of the Work from parties involved.
  2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

## PART 2 - PRODUCTS

### 2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
  1. Coordinate submittals schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
  2. Initial submittal: Submit concurrently with preliminary Construction Schedule. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
    - a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
  3. Final submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

### 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time frame: Extend schedule from date established for the Notice to Proceed to date of Final Acceptance.
  1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following.
1. Activity duration: Define activities so no activity is longer than 20 days, unless specifically allowed by the Owner's Representative.
  2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  3. Submittal review time: Include review and resubmittal times indicated in Section 01 10 00. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
  4. Startup and testing time: Include not less than 7 days for startup and testing.
  5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Owner's Representative's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
  2. Products ordered in advance: Include a separate activity for each product. Delivery dates indicated stipulate the earliest possible delivery date.
  3. Work restrictions: Show the effect of the following items on the schedule.
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Partial occupancy before Final Acceptance.
    - e. Use of premises restrictions.
    - f. Provisions for future construction.
    - g. Seasonal variations.
    - h. Environmental control.
  4. Work stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following.
    - a. Subcontract awards.
    - b. Submittals.
    - c. Purchases.
    - d. Mockups.
    - e. Fabrication.
    - f. Sample testing.
    - g. Deliveries.
    - h. Installation.
    - i. Tests and inspections.
    - j. Adjusting.
    - k. Curing.
    - l. Startup and placement into final use and operation.



5. Area separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following.
  - a. Structural completion.
  - b. Permanent space enclosure.
  - c. Completion of mechanical installation.
  - d. Completion of electrical installation.
  - e. Final Acceptance.
6. Other constraints: <Insert additional constraints not indicated elsewhere.>
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Acceptance.
- F. Cost correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
- G. Contract modifications: For each proposed Contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall Project Schedule.
- H. Computer software: Prepare schedules using a program developed specifically to manage construction schedules compatible with the latest version of MS Windows operating system.

## 2.3 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar-chart schedule: Submit preliminary horizontal bar-chart-type construction schedule within 7 days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

## 2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Preliminary network diagram: Submit diagram within 14 days of date established for the Notice to Proceed. Outline significant construction activities for the first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM schedule: Prepare Contractor's Construction Schedule using a CPM network analysis diagram.
  1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for the Notice to Proceed.
  2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
  3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  4. Use "one workday" as the unit of time.

- D. CPM schedule preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities.
    - a. Preparation and processing of submittals.
    - b. Purchase of materials.
    - c. Delivery.
    - d. Fabrication.
    - e. Installation.
  2. Processing: Process data to produce output data or a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
  3. Format:
    - a. Mark the critical path.
    - b. Locate the critical path near center of network; locate paths with most float near the edges.
    - c. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- E. Initial issue of schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following.
1. Contractor or subcontractor and the Work or activity.
  2. Description of activity.
  3. Principal events of activity.
  4. Immediate preceding and succeeding activities.
  5. Early and late start dates.
  6. Early and late finish dates.
  7. Activity duration in workdays.
  8. Total float or slack time.
  9. Average size of workforce.
  10. Dollar value of activity (coordinated with the Schedule of Values).
- F. Schedule updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following.
1. Identification of activities that have changed.
  2. Changes in early and late start dates.
  3. Changes in early and late finish dates.
  4. Changes in activity durations in workdays.
  5. Changes in the critical path.
  6. Changes in total float or slack time.
  7. Changes in the Contract Time.
- G. Value summaries: Prepare 2 cumulative value lists, sorted by finish dates.
1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
  2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.

3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
  - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
  - b. Submit value summary printouts one week before each regularly scheduled progress meeting.

## 2.5 REPORTS

- A. Daily construction reports: Prepare a daily construction report recording the following information concerning events at Project site.
  1. List of subcontractors at Project site.
  2. List of separate contractors at Project site.
  3. Approximate count of personnel at Project site.
  4. High and low temperatures and general weather conditions.
  5. Accidents.
  6. Meetings and significant decisions.
  7. Unusual events (refer to special reports).
  8. Stoppages, delays, shortages, and losses.
  9. Meter readings and similar recordings.
  10. Emergency procedures.
  11. Orders and requests of authorities having jurisdiction.
  12. Change Orders received and implemented.
  13. Construction Change Directives received.
  14. Services connected and disconnected.
  15. Equipment or system tests and startups.
  16. Partial Completions and occupancies.
  17. Substantial Completions authorized.
- B. Field condition reports:
  1. Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report.
  2. Submit with a request for information on form acceptable to the Owner's Representative.
  3. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## 2.6 SPECIAL REPORTS

- A. General: Submit special reports directly to Contractor within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting unusual events:
  1. When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report.
  2. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information.
  3. Advise Owner's Representative in advance when these events are known or predictable.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Scheduling consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
  - 1. In-house option: County may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
  - 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- B. Contractor's construction schedule updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- C. Distribution: Distribute copies of approved schedule to Owner's Representative, , separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

### END OF SECTION

X:\ANC WORKFILES\SAN BENITO SHERIFF ADMINISTRATION\10) RE-SUBMITTAL 01.20.2012\01 32 00 construction progress documentation.DOC

## SECTION 01 40 00 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's quality control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality control services required by Owner's Representative, Owner or authorities having jurisdiction are not limited by provisions of this Section.

#### 1.2 DEFINITIONS

- A. Quality assurance services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality control services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction comply with requirements. Services do not include contract enforcement activities performed by Owner's Representative.
- C. Testing agency: Entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- D. "Delegated Design:" Also identified as "Deferred Submittal" and "Design/Bulld" in the Specifications.

#### 1.3 DELEGATED DESIGN

- A. Performance and design criteria:
  - 1. Where professional design services or certifications by a design professional are required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 2. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Owner's Representative.

#### 1.4 QUALITY ASSURANCE

- A. Fabricator qualifications: Firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Factory-authorized service representative qualifications: Authorized representative of manufacturer, trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

- C. Installer qualifications: Firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- D. Manufacturer qualifications: Firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- E. Professional engineer qualifications:
  - 1. Professional engineer legally qualified to practice in California, and with experience to provide engineering services of the kind indicated.
  - 2. Engineering services are defined as those performed for installations of the system, assembly, or product similar to those indicated for this Project in material, design, and extent.
- F. Specialists:
  - 1. Certain Sections of the Specifications require that specific construction activities be performed by entities recognized as experts in those operations.
  - 2. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 3. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.
- G. Testing agency qualifications: Firm with experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.
- H. Preconstruction testing:
  - 1. Testing agency shall perform preconstruction testing for compliance with specified requirements for performance and test methods.
  - 2. Contractor responsibilities include the following:
    - a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Fabricate and install test assemblies using installers who will perform the same tasks for Project.
    - d. When testing is complete, remove assemblies; do not reuse materials on Project.
  - 3. Testing agency responsibilities:
    - a. Submit a certified written report of each test, inspection, and similar quality assurance service to Owner's Representative with copy to Contractor.
    - b. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

#### 1.5 QUALITY CONTROL

- A. Owner's Representative's responsibilities: Where quality control services are indicated as Owner's Representative's responsibility, Owner's Representative will engage a qualified testing agency to perform these services.



1. Owner's Representative will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
  2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
  3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor and Contract Sum will be adjusted by Change Order.
- B. Contractor's responsibilities:
1. Unless otherwise indicated, provide quality control services specified and required by authorities having jurisdiction.
  2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ the same entity engaged by Owner's Representative, unless agreed to in writing by Owner's Representative.
  3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Special tests and inspections:
1. Owner's Representative will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner's Representative.
  2. Testing agency will notify Owner's Representative, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  3. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Owner's Representative, with copy to Contractor and to authorities having jurisdiction.
  4. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  5. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  6. Testing agency will retest and reinspect corrected work.
- D. Manufacturer's field services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- E. Retesting/re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- F. Testing agency's responsibilities:
1. Cooperate with Owner's Representative and Contractor in performance of duties.
  2. Provide qualified personnel to perform required tests and inspections.

3. Notify Owner's Representative and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  4. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  5. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  6. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
  7. Do not perform any duties of Contractor.
- G. Associated services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following.
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field-curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination:
1. Coordinate sequence of activities to accommodate required quality assurance and quality control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  2. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of tests and inspections:
1. Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for the Notice to Proceed.
  2. Distribute schedule to Owner's Representative, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

## PART 2 - PRODUCTS

NOT USED

## PART 3 - EXECUTION

### 3.1 REPAIR AND PROTECTION

#### A. General:

1. At completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

VETERANS MEMORIAL PARK  
IRRIGATION SYSTEM IMPROVEMENTS  
MEMORIAL DRIVE, HOLLISTER, CA

QUALITY REQUIREMENTS  
01 40 00 - 4  
01/20/2012

2. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

**END OF SECTION**

X:\ANC WORKFILES\SAN BENITO SHERIFF ADMINISTRATION\10) RE-SUBMITTAL 01.20.2012\01 40 00 quality requirements.DOC

## SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Sewers and drainage.
  - 2. Water service and distribution.
  - 3. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
  - 4. Heating and cooling facilities.
  - 5. Ventilation.
  - 6. Electric power service.
  - 7. Lighting.
  - 8. Telephone service.
- C. Support facilities include, but are not limited to, the following:
  - 1. Temporary roads and paving.
  - 2. Dewatering facilities and drains.
  - 3. Project identification and temporary signs.
  - 4. Waste disposal facilities.
  - 5. Field offices.
  - 6. Storage and fabrication sheds.
  - 7. Lifts and hoists.
  - 8. Temporary elevator usage.
  - 9. Temporary stairs.
  - 10. Construction aids and miscellaneous services and facilities.
- D. Security and protection facilities include, but are not limited to, the following:
  - 1. Environmental protection.
  - 2. Stormwater control.
  - 3. Tree and plant protection.
  - 4. Pest control.
  - 5. Site enclosure fence.
  - 6. Security enclosure and lockup.
  - 7. Barricades, warning signs, and lights.
  - 8. Temporary enclosures.
  - 9. Temporary partitions.
  - 10. Fire protection.
- E. Related requirements:
  - 1. Divisions 02 through 48 for temporary heat, ventilation, and humidity requirements for products in those Sections.

#### 1.2 DEFINITIONS

- A. Permanent enclosure: Permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

### 1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to County or Owner's Representative and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
  - 1. County's construction forces.
  - 2. Occupants of Project.
  - 3. Owner's Representative.
  - 4. Testing agencies.
  - 5. Personnel of authorities having jurisdiction.
- B. Sewer service: Pay sewer service use charges for sewer usage, by all parties engaged in construction, at Project site.
- C. Water service: Use water from County's existing water system without metering and without payment of use charges.
- D. Electric power service: Use electric power from County's existing system without metering and without payment of use charges.

### 1.4 SUBMITTALS

- A. Temporary utility reports: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.
- B. Implementation and termination schedule: Within 15 days of date established for submittal of Contractor's Construction Schedule, submit a schedule indicating implementation and termination of each temporary utility.

### 1.5 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA, Temporary Electrical Facilities, and NFPA 241, Standard For Safeguarding Construction, Alteration, And Demolition Operations.
  - 1. Trade jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
  - 2. Electric service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70, National Electrical Code.
- B. Tests and inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

### 1.6 PROJECT CONDITIONS

- A. Temporary utilities: At earliest feasible time, when acceptable to Owner's Representative, change over from use of temporary service to use of permanent service.
- B. Conditions of use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
  - 1. Keep temporary services and facilities clean and neat.
  - 2. Relocate temporary services and facilities as required by progress of the Work.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. As selected by the Contractor.

### 2.2 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Field offices: Prefabricated mobile units or job-built construction with lockable entrances, operable windows, and serviceable finishes; heated and air conditioned; on foundations adequate for normal loading.
- C. Telephone and data service:
  - 1. Provide and maintain telephone service to field office for duration of construction, including speaker phone capability on all telephone instruments.
  - 2. Provide and maintain one dedicated line for facsimile service, and an automatic facsimile machine in field office.
  - 3. Provide and maintain a dedicated high speed (DSL or cable) line for email service compatible with both Owner's Representative's systems, and computer terminal and modem, in field office. Email service shall be in operation 24 hours a day, 7 days a week.
  - 4. Provide telephone voice mail capabilities through local telephone company or with separate equipment.
- D. Fire extinguishers:
  - 1. Hand-carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
  - 2. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- E. Self-contained toilet units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- F. Drinking-water fixtures: Drinking-water fountains or containerized, tap-dispenser, bottled-water drinking-water units, including paper cup supply.
- G. Heating equipment: Unless Owner's Representative authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Provide heating units listed and labeled, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use for type of fuel being consumed.
- H. Electrical outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- I. Power distribution system circuits: Where permitted, overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
  - 1. Arrange with utility company, Owner's Representative, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
  - 2. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.
  - 3. Obtain easements to bring temporary utilities to Project site where County's easements cannot be used for that purpose.
- B. Sewers and drainage: If sewers are available, provide temporary connections to remove effluent that can be discharged lawfully. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds, and similar facilities. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off-site in a lawful manner.
  - 1. Filter out excessive soil, construction debris, chemicals, oils, and similar contaminants that might clog sewers or pollute waterways before discharge.
  - 2. Connect temporary sewers to municipal system as directed by sewer department officials.
  - 3. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. After heavy use, restore normal conditions promptly.
  - 4. Provide temporary filter beds, settlement tanks, separators, and similar devices to purify effluent to levels acceptable to authorities having jurisdiction.
- C. Water service: Install water service and distribution piping in sizes and pressures adequate for construction until permanent water service is in use. Sterilize temporary water piping before use.
  - 1. Provide rubber hoses as necessary to serve Project site.
  - 2. As soon as water is required at each level, extend service to form a temporary water- and fire-protection standpipe. Provide distribution piping. Space outlets so water can be reached with a 100-foot hose. Provide one hose at each outlet.
  - 3. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
  - 4. Provide pumps to supply a minimum of 30 psi static pressure at highest point. Equip pumps with surge and storage tanks and automatic controls to supply water uniformly at reasonable pressures.



- D. Sanitary facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
1. Disposable supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
  2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy.
  3. Wash facilities: Install wash facilities supplied with potable water at convenient locations for personnel who handle materials that require wash up. Dispose of drainage properly. Supply cleaning compounds appropriate for each type of material handled.
  4. Drinking-water facilities: Provide potable drinking-water units.
  5. Locate toilets and drinking-water fixtures so personnel need not walk more than 2 levels or stories vertically or 200 feet horizontally to facilities.
- E. Heating and cooling: Provide the following unless work is so sequenced that permanent systems are commissioned to provide required environmental conditions, either those specified, or recommended by material/assembly manufacturer.
1. Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity.
  2. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed.
  3. Maintain a minimum temperature of 50-degree F in permanently enclosed portions of building for normal construction activities, and 65-degree F for finishing activities and areas where finished Work has been installed.
- F. Ventilation and humidity control:
1. Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity.
  2. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed.
  3. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- G. Electric power service:
1. Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period.
  2. Include meters, transformers, overload-protected disconnecting means, automatic ground-fault interrupters, and main distribution switchgear.
  3. Connect temporary service to County's existing power source, as directed by electric company officials.
- H. Electric distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
  2. Provide warning signs at power outlets other than 110 to 120 V.
  3. Provide metal conduit, tubing, or metallic cable for wiring exposed to possible damage. Provide rigid steel conduits for wiring exposed on grades, floors, decks, or other traffic areas.
  4. Provide metal conduit enclosures or boxes for wiring devices.

5. Provide 4-gang outlets, spaced so 100-foot extension cord can reach each area for power hand tools and task lighting. Provide a separate 125-V ac, 20-A circuit for each outlet.
- I. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
  2. Provide one 100-W power-saving fluorescent lamp per 500 square-foot, uniformly distributed, for general lighting, or equivalent illumination.
  3. Provide one 100-W power-saving fluorescent lamp every 50-foot in traffic areas.
  4. Provide one 100-W power-saving fluorescent lamp per story in stairways and ladder runs, located to illuminate each landing and flight.
  5. Install exterior-yard site lighting that will provide adequate illumination for construction operations, traffic conditions, and signage visibility when the Work is being performed.
  6. Install lighting for Project identification sign.
- J. Telephone service: Provide temporary telephone service throughout construction period as specified. Install separate telephone line for each field office and first-aid station.
1. Provide additional telephone lines for the following:
    - a. In field office with more than 2 occupants.
    - b. Provide a dedicated telephone line for each facsimile machine and computer with modem in each field office.
    - c. Install a telephone on every second or third story of construction.
  2. At each telephone, post a list of important telephone numbers:
    - a. Police and fire departments.
    - b. Ambulance service.
    - c. Contractor's home office.
    - d. Principal subcontractors' field and home offices.
  3. Provide an answering machine, voice-mail service or messaging service on Contractor's project manager and superintendent's telephone.
  4. Furnish superintendent with electronic paging device or portable 2-way radio for use when away from field office.
  5. Provide a portable cellular telephone for superintendent's use in making and receiving telephone calls when away from field office.

### 3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following.

1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.

2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities under conditions acceptable to Owner's Representative.
- B. Dewatering facilities and drains:
1. Maintain Project site, excavations, and construction free of water.
  2. Comply with requirements in applicable Division 31 Sections for temporary drainage and dewatering facilities and operations not directly associated with construction activities included in individual Sections. Where feasible, use same facilities.
  3. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining property nor endanger permanent Work or temporary facilities.
  4. Before connection and operation of permanent drainage piping system, provide temporary drainage where roofing or similar waterproof deck construction is completed.
- C. Project identification and temporary signs:
1. General:
    - a. Prepare Project identification and other signs as directed.
    - b. Install signs to inform public and persons seeking entrance to Project.
    - c. Do not permit installation of unauthorized signs.
  2. Engage an experienced sign painter to apply graphics for Project identification signs.
  3. Prepare temporary signs to provide directional information to construction personnel and visitors.
  4. Construct signs of exterior-type Grade B-B high-density concrete form overlay plywood in sizes and thicknesses indicated. Support on posts or framing of preservative-treated wood or steel.
  5. Paint sign panel and applied graphics with exterior-grade acrylic enamel over exterior primer.
- D. Waste disposal facilities:
1. Develop a waste management plan for Work performed on Project. Indicate types of waste materials Project will produce and estimate quantities of each type. Provide detailed information for on-site waste storage and separation of recyclable materials. Provide information on destination of each type of waste material and means to be used to dispose of all waste materials.
  2. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.
  3. Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste.
- E. Janitorial services: Provide janitorial services on a daily basis for temporary offices, first-aid stations, toilets, wash facilities, eating and similar areas.
- F. Common-use field office: Provide an insulated, weathertight, air-conditioned field office for use as a common facility by all personnel engaged in construction activities; of sufficient size to accommodate required office personnel and meetings of 10 persons at Project site. Keep office clean and orderly.
1. Furnish and equip offices as follows:
    - a. Desk and four chairs, four-drawer file cabinet, a plan table, a plan rack, and bookcase.

- b. Water cooler and private toilet complete with water closet, lavatory, and medicine cabinet with mirror.
  - c. Coffee machine and supplies, including regular and decaffeinated coffee, filters, cups, stirring sticks, creamer, sugar, and sugar substitute.
  - d. Provide a room of not less than 240 square feet for Project meetings. Furnish room with conference table, 12 folding chairs, and 4-foot square tackboard.
- 2. Provide HVAC equipment capable of maintaining a uniform indoor temperature of 68-degree F. to 76-degree F.
- 3. Provide light fixtures capable of maintaining average illumination of 20 fc at desk height. Provide 110- to 120-V duplex outlets spaced at not more than 12-foot intervals, 1 per wall in each room.
- G. Storage and fabrication sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility services.
- H. Lifts and hoists:
  - 1. Provide facilities for hoisting materials and personnel.
  - 2. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- I. Temporary elevator usage: Refer to Division 14 for temporary use of new elevators.
- J. Temporary stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate. Cover finished, permanent stairs with protective covering of plywood or similar material so finishes will be undamaged at time of acceptance.
- K. Building stair usage:
  - 1. Use of building stairs will be permitted as long as stairs are cleaned and maintained in a condition acceptable to Owner's Representative.
  - 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If, despite such protection, stairs are damaged, restore damaged areas so no evidence remains of correction work.
  - 3. At Substantial Completion, restore stairs to condition existing before initial use.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental protection:
  - 1. Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  - 2. Avoid using tools and equipment that produce harmful noise.
  - 3. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site.
- B. Stormwater control: Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of stormwater from heavy rains.
- C. Tree and plant protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from construction damage. Protect tree root systems from damage, flooding, and erosion.
- D. Site enclosure fence:
  - 1. Before construction operations begin, install chain-link enclosure fence with lockable entrance gates.
  - 2. Locate to enclose portion determined sufficient to accommodate construction operations.

3. Install to prevent people, dogs, and other animals from easily entering site except by entrance gates.
  4. Provide gates in sizes and at locations necessary to accommodate delivery vehicles and other construction operations.
  5. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide Owner's Representative with one set of keys.
- E. Security enclosure and lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- F. Barricades, warning signs, and lights:
1. Comply with standards and code requirements for erecting structurally adequate barricades.
  2. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard.
  3. Where appropriate and needed, provide lighting, including flashing red or amber lights.
  4. For safety barriers and similar uses, provide minimum 5/8-inch thick exterior plywood.
- G. Temporary enclosures:
1. Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
  2. Provide temporary weathertight enclosure for building exterior.
  3. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
  4. Close vertical openings of 25 square feet or less with plywood or similar materials.
  5. Close openings in floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
  6. Install tarpaulins securely using fire-retardant materials.
  7. Where temporary wood or plywood enclosure exceeds 100 square feet in area, use fire-retardant-treated material for framing and main sheathing.
- H. Temporary partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.
1. Construct dustproof partitions of not less than nominal 4-inch studs, 5/8-inch gypsum wallboard with joints taped on occupied side, and 1/2-inch fire-retardant plywood on construction side.
  2. Construct dustproof, floor-to-ceiling partitions of not less than nominal 4-inch studs, 2 layers of 3-mil polyethylene sheets, inside and outside temporary enclosure. Cover floor with 2 layers of 3-mil polyethylene sheets, extending sheets 18 inches up the side walls. Overlap and tape full length of joints. Cover floor with 3/4 inch fire-retardant plywood.
    - a. Construct a vestibule and airlock at each entrance to temporary enclosure with not less than 48 inches between doors. Maintain water-dampened foot mats in vestibule.
  3. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
  4. Protect air-handling equipment.
  5. Weatherstrip openings.
- I. Temporary fire protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

1. Provide fire extinguishers, installed on walls on mounting brackets, visible and accessible from space being served, with sign mounted above.
  - a. Field offices: Class A stored-pressure water-type extinguishers.
  - b. Other locations: Class ABC dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for exposures.
  - c. Locate fire extinguishers where convenient and effective for their intended purpose; provide not less than one extinguisher on each floor at or near each usable stairwell.
2. Store combustible materials in containers in fire-safe locations.
3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for firefighting. Prohibit smoking in hazardous fire-exposure areas.
4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
5. At earliest feasible date in each area of Project, complete installation of permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
6. Develop and supervise an overall fire-prevention and first-aid fire-protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
7. Provide hoses for fire protection of sufficient length to reach construction areas. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.
8. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

### 3.5 PROTECTION OF EXISTING BUILDING:

1. Install protection before activities within existing building or on existing roof.
2. Activate each fire sprinkler alarm valve system as soon as roof activities are completed.
3. Protect existing roof from walking, working and equipment. Minimum method: 3/4-inch exterior plywood.
4. Temporary partitions at interior of existing building:
  - a. Construct of incombustible materials, with all wood materials fire retardant treated. Dust-proof with tape or other acceptable means. Apply 2 coats of paint to wood surfaces visible to public and Owner's Representative.
5. Restore surfaces of existing building to original condition where damaged due to work of this Contract or due to insufficient protection. Pay for repair of damage to contents.
6. Do not allow water to enter wall insulation or roof insulation to remain.
7. Protect interior of existing structure from dust and weather and conserve interior heat. Protect temporary openings in exterior walls with fire-retardant treated weatherproof plywood closures.

### 3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance:

1. Maintain facilities in good operating condition until removal.
  2. Protect from damage caused by freezing temperatures and similar elements.
  3. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
  4. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Operate Project identification-sign lighting daily from dusk until 12:00 midnight.
- D. Temporary facility changeover: Except for using permanent fire protection, as soon as available, change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- E. Termination and removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are the property of Contractor. Owner's Representative reserves right to take possession of Project identification signs.
  2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
  3. At Final Acceptance, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified elsewhere

#### END OF SECTION

X:\ANC WORKFILES\SAN BENITO SHERIFF ADMINISTRATION\10) RE-SUBMITTAL 01.20.2012\01 50 00 temporary facilities & controls.DOC



## SECTION 01 73 19 - CUTTING AND PATCHING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes procedural requirements for cutting and patching.
- B. Related requirements:
  - 1. Division 02 for selective demolition.
  - 2. Division 07 for through-penetration firestop systems.
  - 3. Divisions 02 through 48 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
    - a. Requirements in this Section apply to mechanical and electrical installations. Refer to Divisions 23 and 26 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

#### 1.2 DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

#### 1.3 SUBMITTALS

- A. Cutting and patching proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
  - 1. Extent: Describe cutting and patching, show how that work will be performed, and indicate why cutting and patching cannot be avoided.
  - 2. Changes to existing construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
  - 3. Products: List products to be used and firms or entities that will perform the Work.
  - 4. Dates: Indicate when cutting and patching will be performed.
  - 5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.
  - 6. Structural elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
  - 7. Owner's Representative's approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive Owner's Representative's right to later require removal and replacement of unsatisfactory work.

#### 1.4 QUALITY ASSURANCE

- A. Structural elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

- B. Operational elements: Do not cut and patch the following operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
1. Primary operational systems and equipment.
  2. Air or smoke barriers.
  3. Fire-protection systems.
  4. Control systems.
  5. Communication systems.
  6. Conveying systems.
  7. Electrical wiring systems.
  8. Operating systems of special construction in Division 13 Sections.
- C. Miscellaneous elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or would require an increase in maintenance or a decrease in operational life or safety.
1. Water, moisture, or vapor barriers.
  2. Membranes and flashings.
  3. Exterior curtain-wall construction.
  4. Equipment supports.
  5. Piping, ductwork, vessels, and equipment.
  6. Noise- and vibration-control elements and systems.
- D. Visual requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Owner's Representative's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
1. If possible, retain original Installer or fabricator to cut and patch exposed Work listed below. If it is impossible to engage original Installer or fabricator, engage another recognized, experienced, and specialized firm.
    - a. Processed concrete finishes.
    - b. Roofing.
    - c. Firestopping.
    - d. HVAC enclosures, cabinets, or covers.
- E. Cutting and patching conference:
1. Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades.
  2. Review areas of potential interference and conflict.
  3. Coordinate procedures and resolve potential conflicts before proceeding.

#### 1.5 WARRANTIES/GUARANTEES

- A. Existing warranties/guarantees: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials that will not void existing warranties/guarantees.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing materials to be cut and patched:
  - 1. Use patching materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - 2. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
  - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Temporary support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to avoid interruption of services to occupied areas.

### 3.3 PERFORMANCE

- A. General:
  - 1. Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 2. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Excavating and backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
  5. Mechanical and electrical services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  2. Exposed finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
  3. Floors and walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  4. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
  5. Exterior building enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

#### END OF SECTION

X:\ANC WORKFILES\SAN BENITO SHERIFF ADMINISTRATION\10) RE-SUBMITTAL 01.20.2012\01 73 19 cutting & patching.DOC

## SECTION 02 41 11 - SELECTIVE DEMOLITION

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section includes:

1. Demolition and removal of selected building improvements.
2. Demolition and removal of selected site elements.
3. Repair procedures for selective demolition operations.
4. Salvaging materials to be reinstalled.

#### 1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and salvage: Detach items from existing construction and deliver them to Owner ready for reuse.
- C. Remove and reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

#### 1.3 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

#### 1.4 SUBMITTALS

- A. Qualification data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Proposed dust-control and noise-control measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.
- C. Schedule of selective demolition activities: Indicate the following:
  1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
  2. Interruption of utility services.
  3. Coordination for shutoff, capping, and continuation of utility services.
  4. Use of elevator and stairs.
  5. Locations of temporary partitions and means of egress.
  6. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- D. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.
- E. Predemolition photographs or videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.

VETERANS MEMORIAL PARK  
IRRIGATION SYSTEM IMPROVEMENTS  
MEMORIAL DRIVE, HOLLISTER, CA

SELECTIVE DEMOLITION  
02 41 11 - 1  
01/20/2012

## 1.5 QUALITY ASSURANCE

- A. Demolition firm qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Professional engineer qualifications: Comply with Division 1 Section "Quality Requirements."
- C. Regulatory requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards: Comply with ANSI A10.6 and NFPA 241.
- E. Predemolition conference: Conduct conference at Project site. Review methods and procedures related to selective demolition including, but not limited to, the following:
  - 1. Inspect and discuss condition of construction to be selectively demolished.
  - 2. Review structural load limitations of existing structure.
  - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.

## 1.6 PROJECT CONDITIONS

- A. Owner assumes no responsibility for condition of areas to be selectively demolished.
  - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
  - 2. Before selective demolition, Owner will remove items so indicated on the Drawings:
- B. Hazardous materials:
  - 1. It is not expected that hazardous materials will be encountered in the Work.
  - 2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- C. Storage or sale of removed items or materials on-site will not be permitted.
- D. Utility service:
  - 1. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 2. Maintain fire-protection facilities in service during selective demolition operations.

## 1.7 WARRANTY

- A. Existing warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials that will not void existing warranties.

## PART 2 - PRODUCTS

### 2.1 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
  - 1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - 2. Use a material whose installed performance equals or surpasses that of existing materials.
- B. Comply with material and installation requirements specified in individual Specification Sections.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

### 3.2 UTILITY SERVICES

- A. Existing utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.
- B. Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.
  - 1. Provide at least 72 hours' notice to Owner if shutdown of service is required during changeover.
- C. Utility requirements: Locate, identify, disconnect, and seal or cap off indicated utilities serving areas to be selectively demolished.
  - 1. Owner will arrange to shut off indicated utilities when requested by Contractor.
  - 2. Arrange to shut off indicated utilities with utility companies.
  - 3. If utility services are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary utilities that bypass area of selective demolition and that maintain continuity of service to other parts of building.



4. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
- D. Utility requirements: Refer to Divisions 22 and 26 for shutting off, disconnecting, removing, and sealing or capping utilities. Do not start selective demolition work until utility disconnecting and sealing have been completed and verified in writing.

### 3.3 PREPARATION

- A. Dangerous materials: Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.
- B. Existing facilities: Comply with Owner's requirements for using and protecting elevators, stairs, walkways, loading docks, building entries, and other building facilities during selective demolition operations.
- C. Site access and temporary controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
  2. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
  3. Protect existing site improvements, appurtenances, and landscaping to remain.
  4. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
- D. Temporary facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  4. Cover and protect furniture, furnishings, and equipment that have not been removed.
- E. Temporary enclosures:
1. Provide temporary enclosures for protection of existing building and construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  2. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
- F. Temporary partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.

G. Temporary shoring:

1. Provide and maintain temporary shoring, bracing and other structural support to preserve stability and prevent movement, settlement, or collapse of construction to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
2. Strengthen or add new supports when required during progress of selective demolition.

3.4 POLLUTION CONTROLS

A. Dust control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.

1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
2. Wet mop floors to eliminate trackable dirt and wipe down walls and doors of demolition enclosure. Vacuum carpeted areas.

B. Disposal:

1. Remove and transport debris in a manner to prevent spillage on adjacent surfaces and areas.
2. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

C. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.5 SELECTIVE DEMOLITION

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows.

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. In concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and appropriate portable fire-suppression devices in close proximity during flame-cutting operations.
5. Remove structural framing members and lower to ground to avoid free fall and prevent ground impact and dust generation.
6. Locate selective demolition equipment and remove debris and materials to prevent imposing excessive loads on supporting walls, floors, or framing.

7. Dispose of demolished items and materials promptly. Do not allow to accumulate on site.
8. Return elements of construction and surfaces to remain to condition existing before selective demolition operations began.

B. Concrete:

1. Demolish in sections. Except as specified below, cut concrete to a depth of at least 3/4-inch at junctures with construction to remain, by sawing. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete indicated for selective demolition. Neatly trim openings to dimensions indicated.
2. Where cut edge of concrete will remain exposed in the Work, cut concrete full depth at junctures with construction to remain using power-driven saw.

C. Concrete slabs-on-grade: Saw-cut perimeter of area to be demolished, then break up and remove.

D. Resilient floor coverings:

1. Remove floor coverings and adhesive according to recommendations in RFCI-WP and its Addendum.
2. Remove residual adhesive and prepare substrate for new floor coverings by one of the methods recommended by RFCI.

3.6 PATCHING AND REPAIRS

A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.

B. Patching: Comply with Section 01 73 19.

C. Repairs:

1. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
2. Completely fill holes and depressions in existing concrete and masonry walls to remain with an approved masonry patching material applied according to manufacturer's recommendations.

D. Finishes:

1. Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.
2. Refinish patched portions of painted or coated surfaces to be invisible from untouched, adjacent surfaces as specified below.
3. When existing surface finish cannot be matched, or when the result is unacceptable to the Architect, refinish entire surface to nearest intersections.

E. Floors and walls: Where walls or partitions that are demolished extend from one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, where necessary to achieve uniform color and appearance.

1. Patch with durable seams that are as inconspicuous as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
2. Where patching occurs in a painted surface, apply primer and intermediate paint coats over patch and apply final paint coat over entire unbroken surface containing patch. Provide additional coats until patch blends with adjacent surfaces.

3. Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
- F. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
- G. Transition from existing to new work:
1. When new work abuts or finishes flush with existing work, make a smooth and clean transition. Patched work shall match existing adjacent work in texture and appearance so that the patch or transition is invisible at a distance of 5 feet.
  2. When finished surfaces are cut in such a way that a smooth and clean transition with the new work is not possible, notify Architect. Terminate existing surface in a neat manner along a straight line at a natural line of division, and provide trim appropriate to finished surface, or as otherwise directed by Architect.

### 3.7 SALVAGE

- A. Removed and salvaged items: Comply with the following.
1. Clean salvaged items.
  2. Pack or crate items after cleaning. Identify contents of containers.
  3. Store items in a secure area until delivery to Owner.
  4. Protect items from damage during transport and storage.
- B. Removed and reinstalled items: Comply with the following.
1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
  2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  3. Protect items from damage during transport and storage.
  4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- C. Existing items to remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 3.8 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.
- C. Burning: Burning of demolished materials will be permitted only at designated areas on Owner's property, providing required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.
- D. Disposal: Transport demolished materials and dispose of at designated spoil areas on Owner's property.
- E. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### 3.9 SELECTIVE DEMOLITION SCHEDULE

#### A. Existing items to be removed and reinstalled:

1. Millwork, including stone countertops.
2. Steel doors and frames and wood doors.
3. Pass-thru lockers.

#### END OF SECTION

X:\ANC WORKFILES\SAN BENITO SHERIFF ADMINISTRATION\10) RE-SUBMITTAL 01.20.2012\02 41 11 Select Demo...DOC



# Veterans Memorial Park - Irrigation: Re-Bid

## Construction Documents

### Hollister, California

#### GENERAL NOTES

**DESIGN INTENT** These Drawings and accompanying technical specifications represent the general design intent to be implemented on the site. Contractor shall be responsible for contacting the Engineer for any additional clarification or details necessary to accommodate site conditions.

**CONTRACTOR COORDINATION** The Contractor shall coordinate and otherwise integrate his work with that of others in an efficient, craftsmanlike and timely manner so as to provide the County with a well-constructed, easily maintainable project. Each contractor shall notify others at least two working days in advance of covering, completing or exposing work to be installed by others.

**CONTRACTORS' JOB SITE CONDITIONS** The Contractor agrees to assume sole and complete responsibility for site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the Contractor shall defend, indemnify and hold the County and the Engineer harmless from any and all liability, real or alleged in connection with the performance of work on this project, excepting liability arising from the sole negligence of the County or the Engineer.

**COMPOSITE BASE SHEET** The proposed improvements shown on these Drawings are superimposed on a base sheet. This base sheet is compiled from an aerial topographic survey, as made available by the Owner. The Architect/Engineer shall not be held liable for changes, inaccuracies, omissions or other errors on these documents. The composite base sheet is provided only as an aid, and the Contractor shall be responsible for reviewing these documents and incorporating/integrating all construction as required to accommodate same.

**UTILITIES** A reasonable effort has been made to locate and delineate all known underground utilities. The Contractor is cautioned that only excavation will reveal the types, extent, sizes, location and depths of such underground utilities. However, the Architect/Engineer can assume no responsibility for the completeness or accuracy of delineation of such underground utilities, nor for the existence of other buried objects or utilities which are not shown on these Drawings. For areas under public ownership, the Contractor is responsible for contacting utility companies prior to commencing construction, and requesting a visual verification of the locations of their underground utilities. The utility companies are members of the Underground Service Alert (USA) one-call program. Notification shall be a minimum of (2) working days in advance of performing excavation work by contacting USA North at 811 / 1-800-227-2600 / www.usanorth.org for Northern California, and DigAlert 811 / www.digalert.org for Southern California. For areas under private ownership and campuses not members of USA, the Contractor is responsible for engaging the services of a private utility locator for a visual verification of the locations of underground utilities. Excavation is defined as being 6 or more inches in depth below the existing surface.

#### codes / standards

**GENERAL:** Bring conflicts between Codes, Referenced Standards, Drawings, and Specifications to the attention of the Construction Manager in writing, for resolution before taking any action. Where differences exist between codes and standards, the one affording the greatest protection shall apply. If the year of adoption is omitted from the Code or Standard designation, it shall mean the latest revision in effect on the Bid date.

PROJECT SHALL COMPLY WITH ALL LOCAL AND STATE APPLICABLE CODES.

#### ABBREVIATIONS

AB	Aggregate Base	LB	Pound
AC	Asphalt Concrete	LF	Lineal Feet
AD	Area Drain	LOW	Limit of Work
ALT	Alternate	LP	Low Point
APPROX	Approximate	MAX	Maximum
ARCH	Architectural	MECH	Mechanical
BLDG	Building	MED	Medium
BOC	Bottom of Curb	MFR	Manufacturer
BOW	Bottom of Wall	MH	Manhole
BS	Bottom of Step	MIN	Minimum
BOT	Bottom	MM	Millimeter
CB	Catch Basin	MTL	Metal
CBC	CA Building Code	(N)	New
CI	Cast Iron	NIC	Not In Contract
CL, ¢	Centerline	NO	Number
CLR	Clear	NOM	Nominal
CM	Centimeter	NTS	Not To Scale
CMU	Concrete Masonry Unit	OC	On Center
CONC	Concrete	OD	Outside Diameter
CONST	Construction	OPP	Opposite
CONT	Continuous	PA	Plant Area
CO	Cleanout	PB	Pull Box
COORD	Coordinate	PE	Polyethylene
CY	Cubic Yard	PERF	Perforated
DBL	Double	POB	Point of Beginning
DEMO	Demolition	POC	Point of Connection
DET	Detail	POS	Point on Slope
DG	Decomposed Granite	PNT	Point
DIA, Ø	Diameter	PREFAB	Prefabricated
DN	Down	PSI	Pounds per Square Inch
DWG	Drawing	PT	Pressure Treated
(E), EX	Existing	PVC	Polyvinyl Chloride
EA	Each	R, RAD	Radius
EG	Existing Grade	REBAR	Reinforcement Bar
EJ	Expansion Joint	REF	Reference
EP	Edge of Paving	REQD	Required
ELEV	Elevation	RIM	Rim Elevation
ELEC	Electrical	RND	Round
EQ	Equal	RWL	Rain Water Leader
EQUIP	Equipment	S4S	Surface Four Sides
EXP	Exposed	SCH	Schedule
EXT	Exterior	SD	Storm Drain
FFE	Finished Floor Elevation	SF	Square Foot
FG	Finished Grade	SIM	Similar
FL	Flow Line	SPECS	Specifications
FOB	Face of Building	SQ	Square
FOC	Face of Curb	SS	Sanitary Sewer
FPS	Feet Per Second	STL	Steel
FS	Finish Surface	SY	Square Yard
FSF	Finish Surface Field	SYN	Synthetic
FT	Foot	TC	Top of Curb
GA	Gauge	THK	Thick
GALV	Galvanized	TS	Top of Step
GB	Grade Break	TYP	Typical
GI	Galvanized Iron	TW	Top of Wall
GPH	Gallons Per Hour	U/G	Underground
GPM	Gallons Per Minute	UON	Unless Otherwise Noted
HDG	Hot Dipped Galvanized	VERT	Vertical
HDR	Header	VIF	Verify in Field
HORIZ	Horizontal	W	Water
HP	High Point	WP	Weaked Plane Joint
HSS	Hollow Structural Steel	WV	Water Valve
ICV	Irrigation Control Valve	WWM	Welded Wire Mesh
ID	Inside Diameter	W/	With
INT	Interior	WD	Wood
INV	Invert		

#### symbols

	Revision Callout		Area Plan Callout
	Elevation Callout		Reference Note
	Section Callout		Detail Reference

#### SHEET INDEX

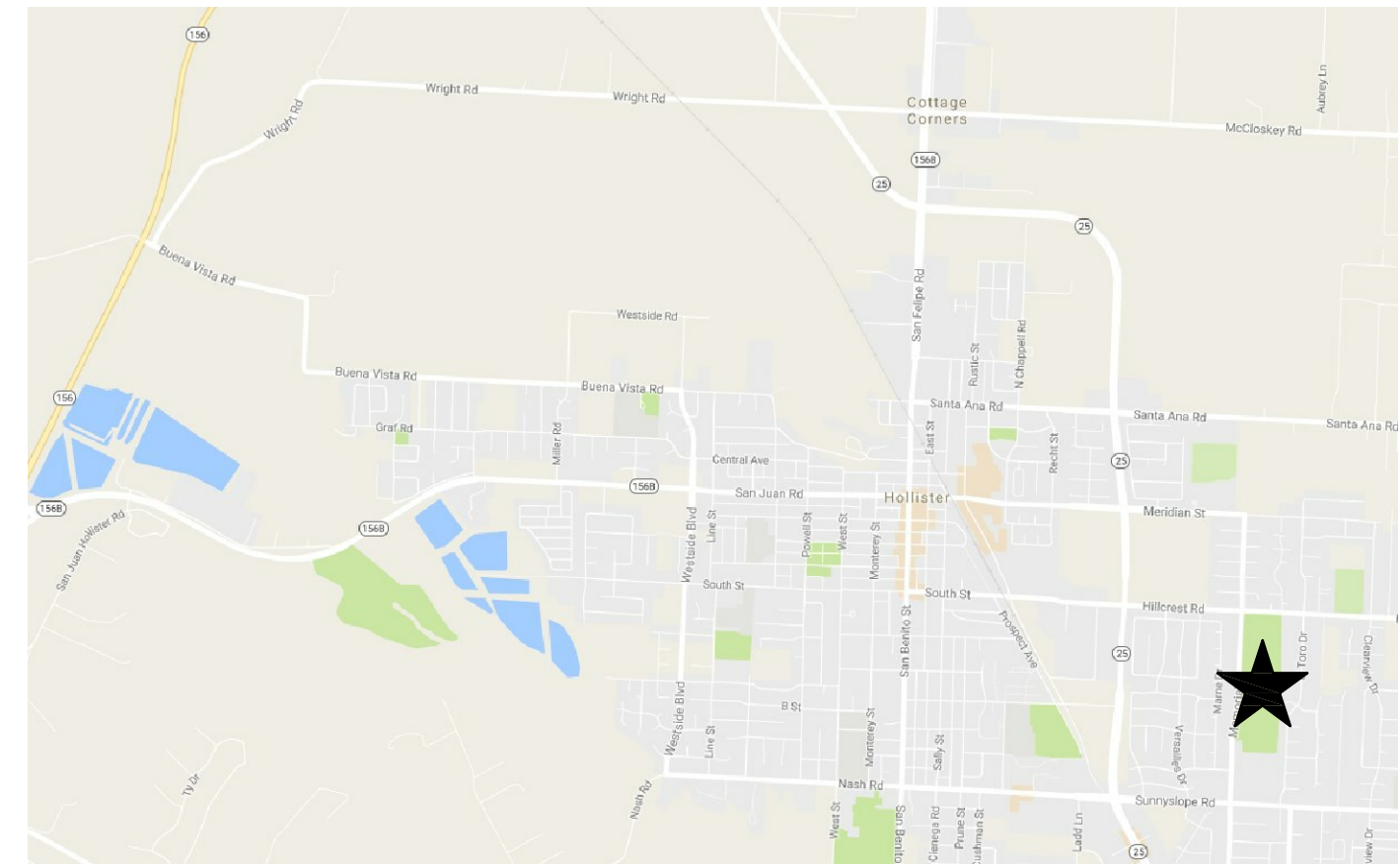
SHEET NO:	CONTENTS:
L-1.1	Cover Sheet
L-2.1	Existing Conditions Plan
L-3.1	Construction Plan
L-4.1	Construction Details (Alternate 2)
P-0.1	Plumbing Legend, Notes, and Site Plan
P-0.2	Plumbing Partial Site Plan and Details
E1.0	Electrical Symbols, Abbreviations, and Specifications (Alternate 1)
E2.0	Electrical Overall Site Plan (Alternate 1)
E3.0	Electrical Partial Site Plan, Single Line Diagram, and Details (Alternate 1)

#### Revised Scope of Work

These plans represent a revised scope of work and bidding approach from the plans bid December of 2016. The revised scope of work is as follows:

- The base bid has been reduced by including three alternates as shown on the drawings and identified on this Cover Page. See the bid proposal for discussion on award procedures.
- The only physical changes to the plans are as follows: revised fence layout as shown on the "L" drawings, and a reduction in bladder tank size to 1300 gallons and the addition of a second 1300 gal tank as Alternate 3 shown on the "P" drawing.
- No revisions have been made to the Electrical Drawings and therefore have retained their original drawing date.

#### Location Map



#### project directory

**LANDSCAPE**  
BFS Landscape Architects  
425 Pacific Street, Suite 201  
Monterey, CA 93940  
(831) 646-1383

**MECHANICAL**  
Axiom Engineers  
22 Lower Ragdale Drive, suite A  
Monterey, CA 93940  
831-649-8000

**ELECTRICAL**  
Aurum Consulting Engineers  
60 Garden Court, suite 210  
Monterey, CA 93940



LANDSCAPE  
ARCHITECTS

425 Pacific Street, Suite 201  
Monterey, California 93940  
831.646.1383 | www.bfsla.com



CONSULTANTS

REVISIONS

#	Date	Description
---	------	-------------

PROJECT

Veterans  
Memorial Park -  
Irrigation Design

Hollister, California

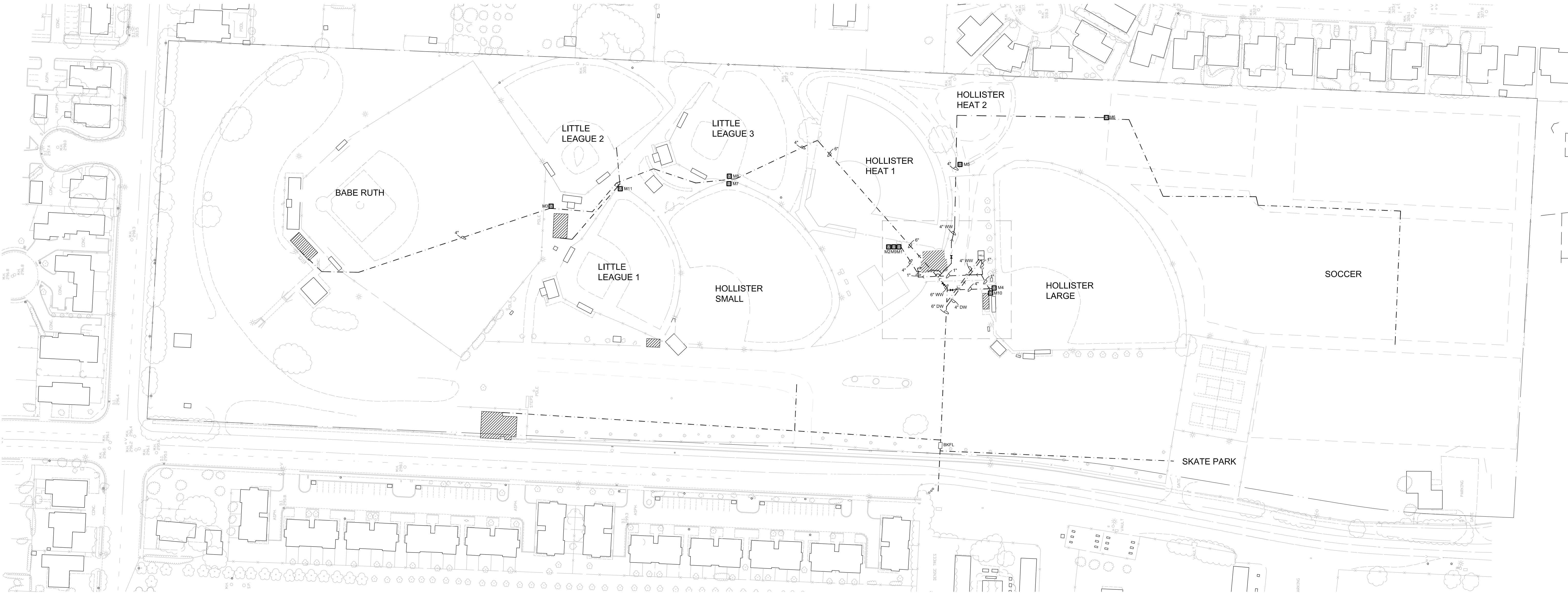
Scale: shown  
Drawn/Checked: SE/LF  
File: Cover  
Project #: 16.044  
Issuance: Bid Docs  
Date: March 10, 2017

SHEET

Cover Sheet

L-1.1

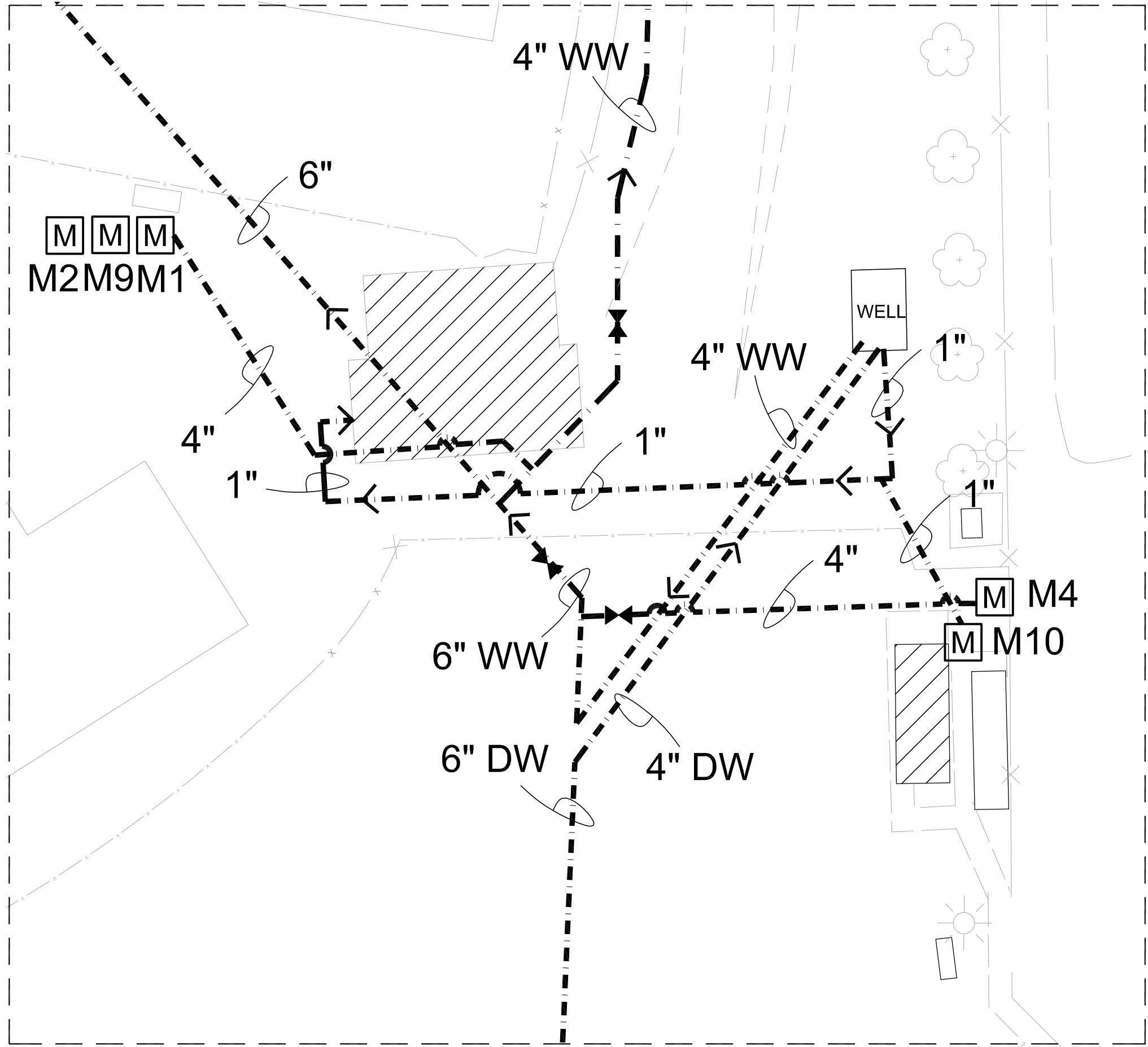




**LEGEND:**

--- Existing Irrigation Mainline

[M] Existing Irrigation Meter



ENLARGEMENT 1:20



LANDSCAPE  
ARCHITECTS

425 Pacific Street, Suite 201  
Monterey, California 93940  
831.646.1383 | www.bfsla.com



CONSULTANTS

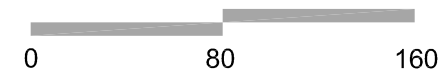
REVISIONS

#	Date	Description
---	------	-------------

PROJECT

Veterans  
Memorial Park -  
Irrigation Design

Hollister, California



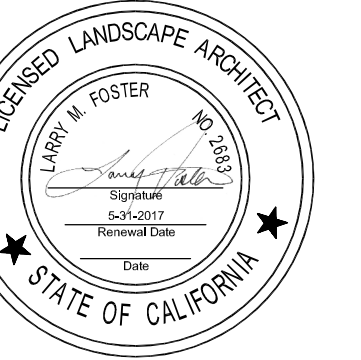
Scale: shown  
Drawn/Checked: SE/LF  
File: 16044\_02-ExCon  
Project #: 16.044  
Issuance: Bid Docs  
Date: March 10, 2017

SHEET

Existing Conditions  
Plan

L-2.1





## REFERENCE NOTES

- 1 Enlargement area: See below.
- 2 Demolish (E) fencing and gates. Install new chainlink fence (Alternate 2): See 1/L-4.1
- 3 New 12' wide gate: See 2/L-4.1 (Alternate 2)
- 4 Concrete pad at new tank: See Plumbing sheets. Pad shall be 6" deep, with #3 rebar 18" OC, both ways. Jointing shall be 5' OC, each way. Joints shall be sawcut.
- 5 Install 36"x36"x6" deep concrete pad under new discharch pipe.
- 6 New plumbing work: See Plumbing sheets.
- 7 New tank(s): See Plumbing sheets for more information, and Alternate 3.
- 8 See Electrical Drawings for work in this area. (Alternate 1)
- 9 Existing concrete pad to remain.

## GENERAL NOTES

1. Fence and gate layout to be staked by contractor and reviewed in field by Owner, Architect, or Engineer.
2. See also Plumbing and Electrical Drawings for additional information.
3. New Electrical work shall be Alternate 1.
4. New Fencing and Gates shall be Alternate 2.
5. 2nd expansion tank shall be Alternate 3.

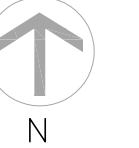
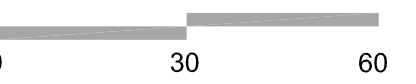
## E V I S I O N S

Date	Description
------	-------------

R O J E C T

# Veterans Memorial Park - Irrigation Design

ollister, California

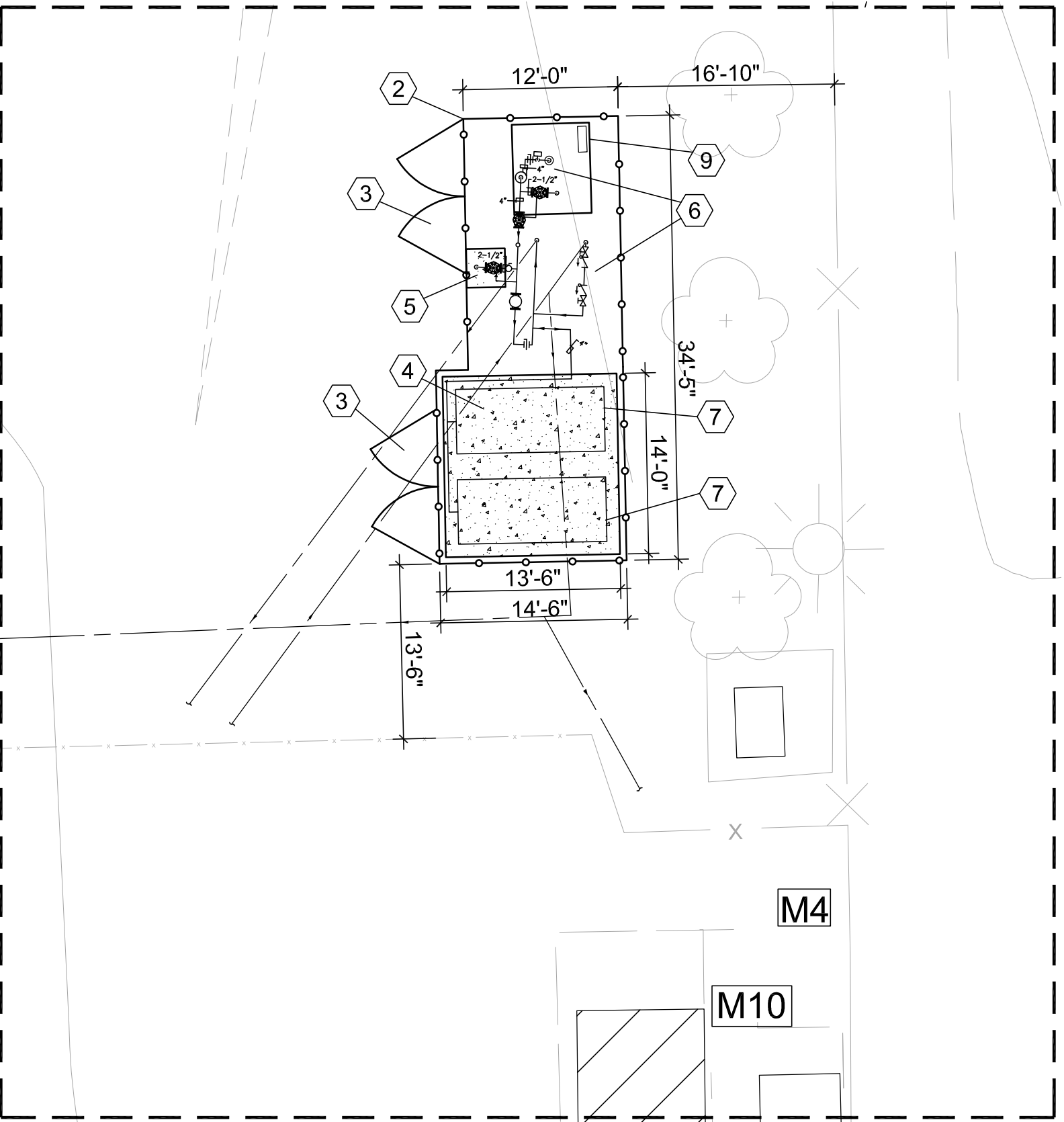


Sale: shown  
 Drawn/Checked: SE/LF  
 File: 16044\_04-Constr  
 Project #: 16.044  
 Issuance: Bid Docs  
 Date: March 10, 2017

## H E E T

## Construction Plan

### -3.1



ENLARGEMENT 1:10

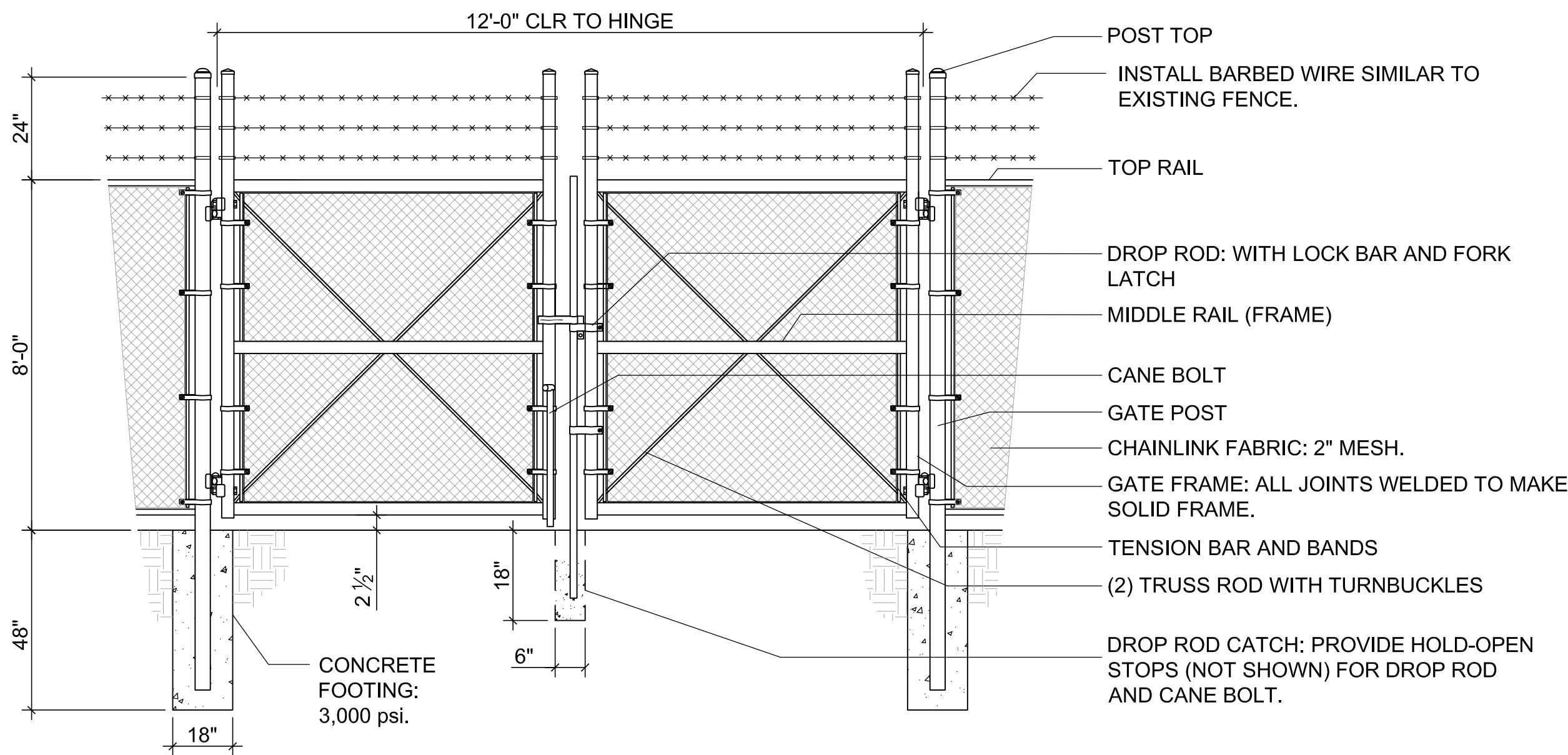




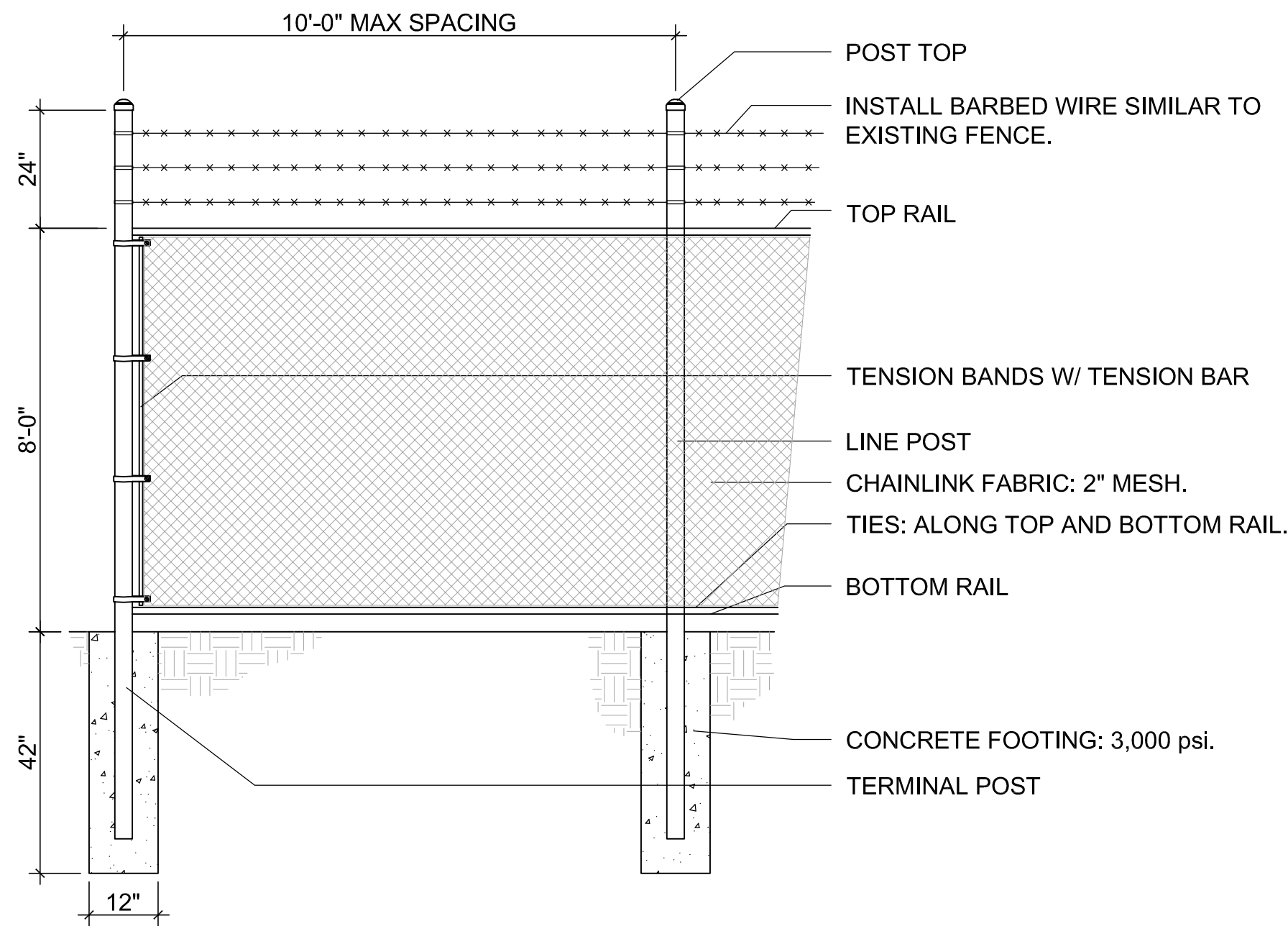
CONSULTANTS

Fittings: All fittings shall be zinc coated or hot dipped galvanized steel.

## NTS



## NTS



## NTS

E V I S I O N S

Date	Description
------	-------------

R O J E C T

## ollister, California

Date: March 10, 2014.

H E E T

## Construction details

## -4.1



## PLUMBING SPECIFICATION

1. SCOPE: PROVIDE PLUMBING SYSTEMS, INCLUDING ALL LABOR, EQUIPMENT, MATERIALS AND SERVICES.
2. COORDINATION: COORDINATE WITH GENERAL CONTRACTOR AND ALL OTHER TRADES.
3. CODES: THIS WORK SHALL CONFORM TO ALL LOCAL CODES, CALIFORNIA BUILDING CODE, CALIFORNIA MECHANICAL CODE AND CALIFORNIA PLUMBING CODE.
4. FEES: CONTRACTOR SHALL PAY ALL FEES IN CONNECTION WITH THIS WORK. CONNECTION CHARGES BY OWNER.
5. DRAWINGS: DRAWINGS ARE SCHEMATIC. ALL EQUIPMENT LOCATIONS SHALL BE VERIFIED IN THE FIELD AND APPROVED BY ARCHITECT.
6. MAINTENANCE: ALL EQUIPMENT SHALL BE ACCESSIBLE FOR MAINTENANCE.
7. GUARANTEE: ALL WORKMANSHIP, EQUIPMENT AND MATERIALS SHALL BE GUARANTEED FOR ONE YEAR AFTER DATE OF ACCEPTANCE.
8. SUBMITTALS: WITHIN 15 DAYS AFTER SIGNING A CONTRACT, PROVIDE SUBMITTALS ON ALL PLUMBING EQUIPMENT.
9. TESTING, ADJUSTING, AND CLEANING: TEST ALL PIPING, VALVES, ETC. AS LISTED BELOW AND PROVIDE THE LANDSCAPE ARCHITECT WITH CERTIFIED COPIES OF TEST RESULTS. THE INSPECTION AUTHORITY HAVING JURISDICTION AND THE SUPERVISING ARCHITECT SHALL BE NOTIFIED AT LEAST 24 HOURS PRIOR TO PERFORMANCE OF ALL TESTS SO THAT THEY MAY BE WITNESSED.

ALL WATER PIPING SHALL BE TESTED TO 150 PSIG WITH POTABLE WATER AND HELD FOR 2 HOURS WITHOUT DROP IN PRESSURE BEFORE IT IS COVERED AND CONCEALED. EQUIPMENT AND PERSONNEL SHALL BE PROTECTED FROM THIS TEST PRESSURE.

UPON COMPLETION OF THE WORK, CLEAN ALL EQUIPMENT AND PIPING INSTALLED UNDER THIS SECTION AND THOROUGHLY WASH AND POLISH ALL PLUMBING FIXTURES, FITTINGS AND TRIM, REMOVING LABELS THEREFROM.

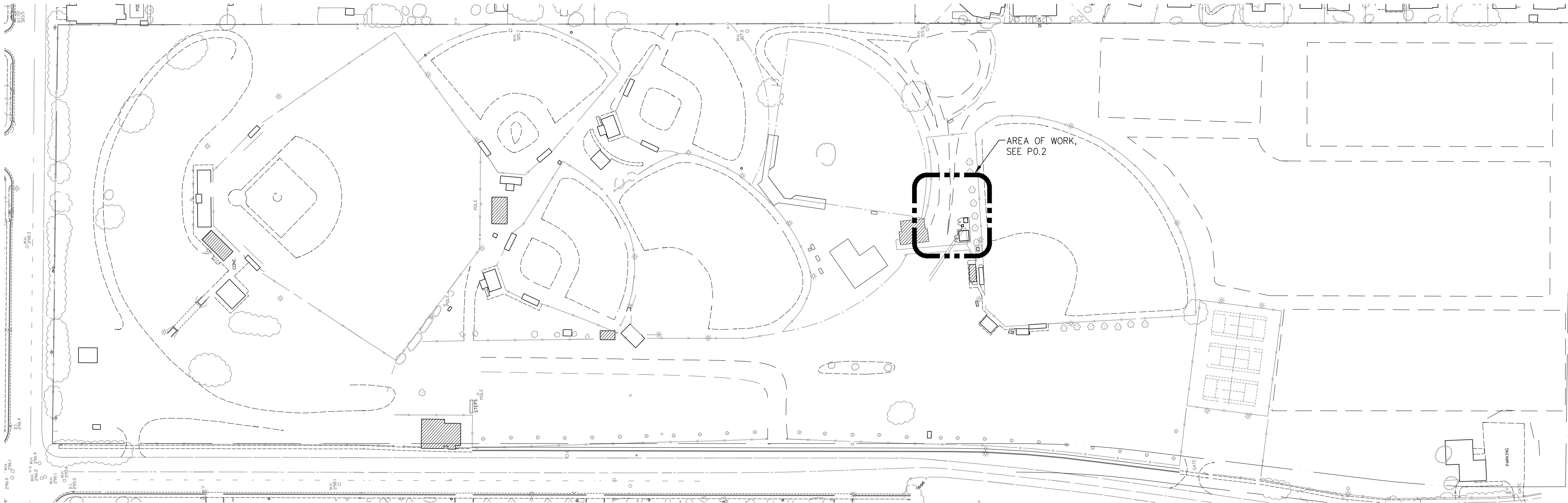
10. VERIFICATION OF EXISTING CONDITIONS: IT SHALL BE ONE OF THE RESPONSIBILITIES UNDER THIS SECTION TO EXAMINE THE SITE OF WORK AND, AFTER INVESTIGATION, TO DETERMINE THE CHARACTER OF THE MATERIALS TO BE ENCOUNTERED AND THE EXISTING CONDITIONS AFFECTING THE WORK.
11. EXCAVATION AND BACKFILLING: EXCAVATION SHALL BE UNCLASSIFIED AND SHALL INCLUDE THE REMOVAL OF ALL BURIED OBSTRUCTIONS WITHIN THE AREA TO BE EXCAVATED. TRENCH TO REQUIRED DEPTHS. TRENCH TO BE FREE OF WATER.  
  
TAMP BOTTOM OF TRENCH. EXCAVATE BELL HOLES SO PIPE SHALL REST FOR ENTIRE LENGTH ON SOLID GROUND. REMOVE ALL ROCKS AND TAMP AND COMPACT 1/2" TO 1-1/2" BROKEN STONE OR GRAVEL SAND ON BOTTOM OF TRENCH BEFORE LAYING PIPE. INSTALLED PIPING TO BE TESTED, INSPECTED AND APPROVED FOR BACKFILL MATERIAL. MATERIAL: IMPORTED SANDY SOIL IN LAYERS NOT EXCEEDING 8". MOISTEN AND MACHINE TAMP TO ORIGINAL CONDITION. BACKFILL SHALL BE COMPACTED TO A DENSITY OF 95% AS DETERMINED BY THE LABORATORY TEST PROCEDURE IN ASTM D1557.
12. STERILIZATION: BEFORE BEING PLACED IN SERVICE, ALL DOMESTIC COLD WATER DISTRIBUTION SYSTEMS SHALL BE STERILIZED IN ACCORDANCE WITH THE AWWA STANDARD SPECIFICATION, LATEST EDITION AND AMENDMENTS. AFTER STERILIZATION, THE SYSTEM SHALL BE FLUSHED WITH POTABLE WATER UNTIL THE STERILIZATION RESIDUE IS WITHIN THE TOLERABLE LIMITS FOR DOMESTIC WATER.

**PIPING NOTES:**

1. REMOVE ALL ABANDONED PIPING, EQUIPMENT, AND FIXTURES INTERFERING WITH NEW WORK WHETHER NEW WORK IS ARCHITECTURAL, STRUCTURAL, MECHANICAL, OR ELECTRICAL.
2. CONTRACTOR SHALL VERIFY THAT THE ELECTRICAL CONNECTIONS TO THE UNITS, INCLUDING CIRCUIT PROTECTION, CONFORM TO UNIT LABELS AND MANUFACTURER'S DIRECTIONS. WHERE WIRE SIZES SHOWN ON DRAWING EXCEED MANUFACTURER'S RECOMMENDATIONS, THE DRAWINGS SHALL GOVERN. ALL WIRING SHALL BE PER THE NATIONAL ELECTRICAL CODE.
3. ALL CONTROL WIRING SHALL BE IN CONDUIT. CONDUIT SHALL BE PROVIDED AND INSTALLED BY THE PLUMBING CONTRACTOR.
4. COORDINATE WITH OWNER ON SPACE REQUIRED AND TIME SCHEDULE FOR DELIVERY OF ALL ITEMS WHICH ARE TO BE GIVEN TO THE OWNER FOR HIS DISPOSITION.
5. LABEL ALL PIECES OF EQUIPMENT WITH MARK MATCHING SCHEDULE OR EQUIPMENT LIST WITH ENGRAVED PLASTIC LABELS WITH MINIMUM 1/4" HIGH LETTERS. LABELS EXPOSED TO WEATHER SHALL BE ENGRAVED BRASS.
6. PRIME AND PAINT ALL EXPOSED PIPING IN COLOR SELECTED BY OWNER.
7. ALL PIPING, VALVES, EQUIPMENT, ETC. SHOWN IS NEW UNLESS OTHERWISE NOTED.
8. ALL PIPING SHALL BE SCHEDULE 40 BLACK STEEL. FITTINGS FOR PIPING 2" AND SMALLER SHALL BE SCREWED CONNECTIONS; FITTINGS FOR PIPING 2-1/2" AND LARGER TO BE FLANGE CONNECTIONS.

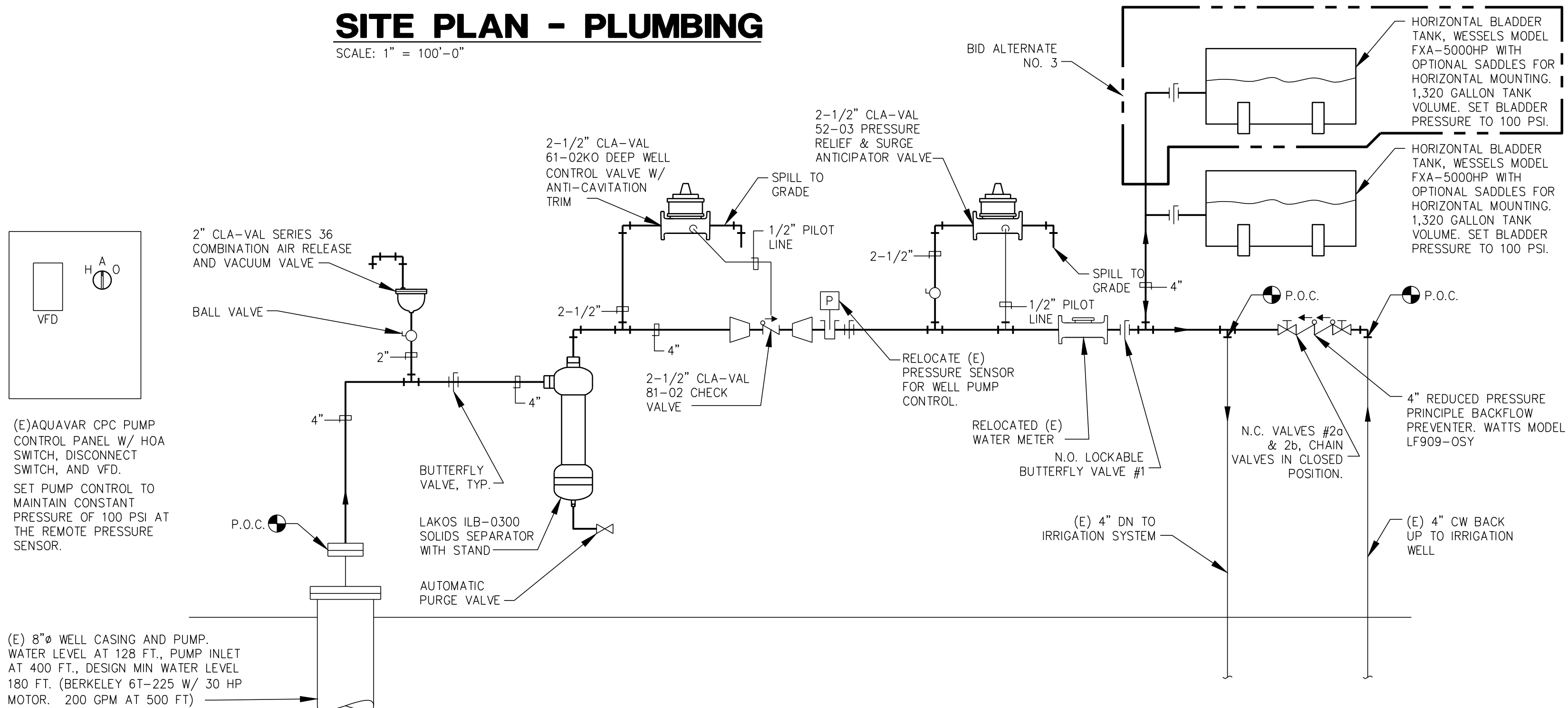
## PLUMBING LEGEND

SYMBOL	ABBRV.	IDENTIFICATION	ABBRV.	IDENTIFICATION
	CW	COLD WATER (DOMESTIC)	COORD	COORDINATE
	HW	HOT WATER	DN	DOWN
	HWR	HOT WATER RETURN	DWGS	DRAWINGS
	V	VENT	(E)	EXISTING
	G	GAS (7\"/>	MIN	MINIMUM
	S OR W	SOIL OR WASTE ABOVE GRADE	(N)	NEW
	S OR W	SOIL OR WASTE BELOW GRADE	VTR	VENT THROUGH ROOF
		RISE UP	W/	WITH
	ELL	ELBOW DOWN		
	TEE	TEE DOWN		
	CAP	CAP		
	CONT	CONTINUATION		
		BALL VALVE		
		UNION		
	WHA	WATER HAMMER ARRESTOR		
	HB	HOSE BIBB		
	GCO/FCO	GRADE CLEAN-OUT/FLOOR CLEAN-OUT		
	WCO	WALL CLEAN-OUT		
		THERMOMETER		
	P.O.C.	POINT OF CONNECTION		



## **SITE PLAN - PLUMBING**

SCALE: 1" = 100'-0"



# IRRIGATION SYSTEM SCHEMATIC


SCALE: NONE

LANDSCAPE  
ARCHITECTS

425 Pacific Street, Suite 201  
Monterey, California 93940  
831.646.1383 | [www.bfsla.com](http://www.bfsla.com)



## CONSULTANTS


**AXIOM ENGINEERS**  
 LEE & ASSOCIATES  
 CONSULTING ENGINEERS

SM  
 email: mail@axiomenengineers.com  
 v.e. (831) 649-3800  
 k. (831) 649-0535

22 Lower Riverside Dr., Suite A  
 Monterey, California 93940-5788

AE Project # : 20160119

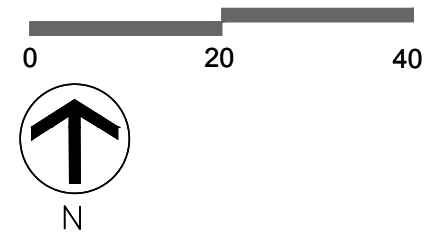
# REVIS IONS

#	Date	Description
#	3/10/16	Rebid

## P R O J E C T

# Veterans Memorial Park - Irrigation Design

Hollister, California

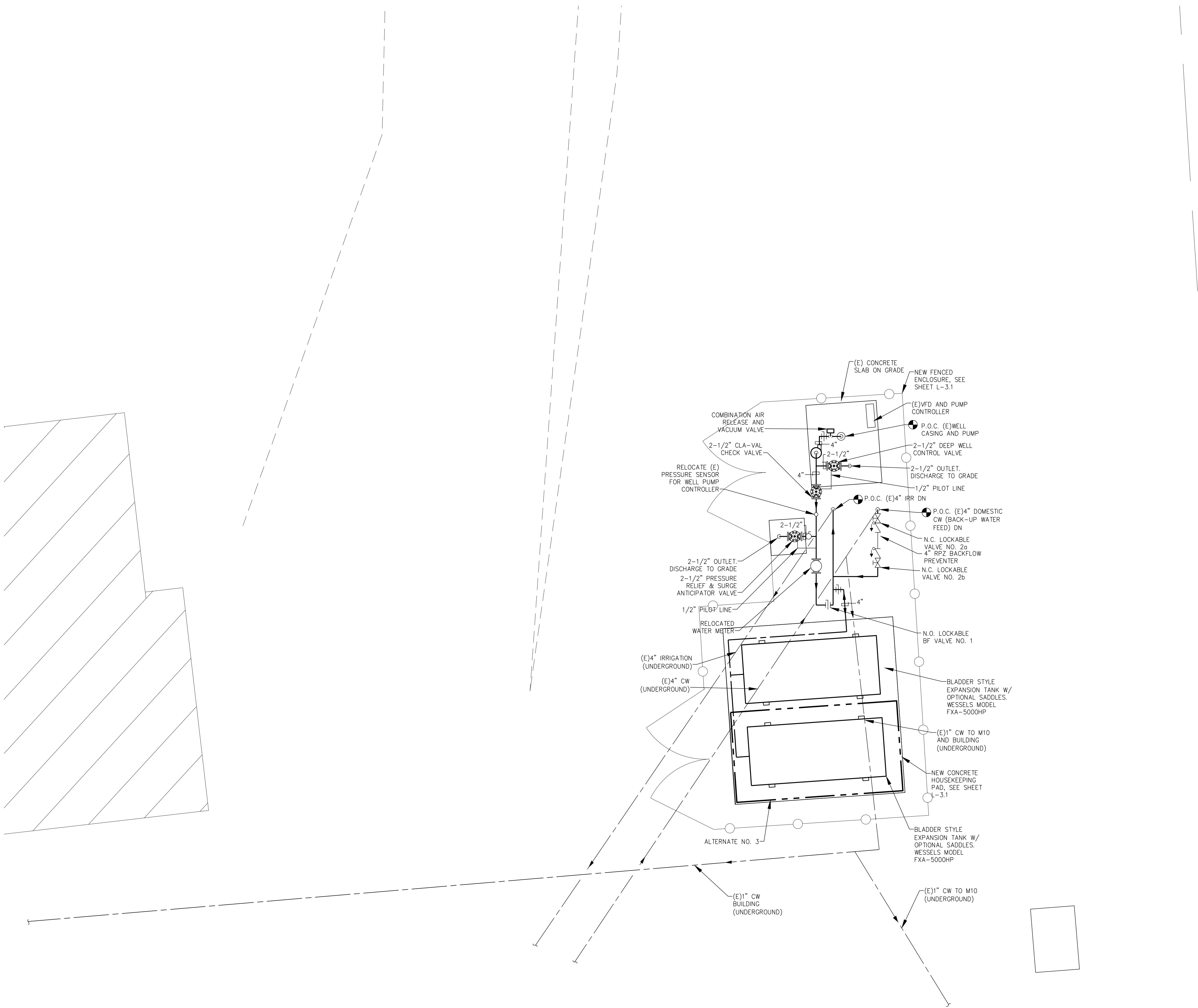


Scale: AS NOTED  
 Drawn/Checked: CAD/RSS  
 File:  
 Project #: 16.044  
 Issuance: BIDS  
 Date: March 10, 2017

LEGEND,  
NOTES AND  
SITE PLAN -  
PLUMBING

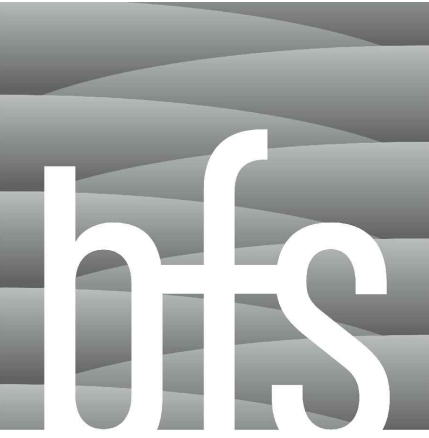
# P-0.1





PARTIAL SITE PLAN - PLUMBING

SCALE: 1/4" = 1'-0"



425 Pacific Street, Suite 201  
Monterey, California 93940  
831.646.1383 | www.bfsla.com



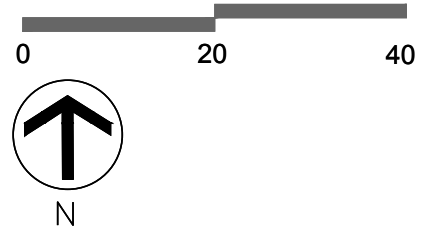
CONSULTANTS

AXIOM ENGINEERS  
LEE & ASSOCIATES  
CONSULTING ENGINEERS  
email: mcl@axiomengineers.com  
22 Lower Ragsdale Dr., Suite A  
Monterey, California 93940-3788  
AE Project #: 20160119

REVISIONS		
#	Date	Description
#	3/10/16	Rebid

PROJECT  
Veterans  
Memorial Park -  
Irrigation Design

Hollister, California



Scale: 1/4" = 1'-0"  
Drawn/Checked: CAD/RSS  
File:  
Project #: 16.044  
Issuance: BIDS  
Date: March 10, 2017

SHEET  
PARTIAL  
SITE PLAN  
AND DETAILS -  
PLUMBING


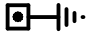
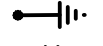
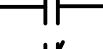
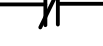



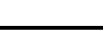
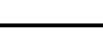
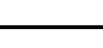
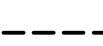







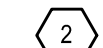
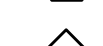

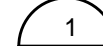
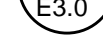
P-0.2





## ELECTRICAL SYMBOLS & ABBREVIATIONS

SYMBOLS & ABBREVIATIONS SHOWN ARE FOR GENERAL USE.  
DISREGARD THOSE WHICH DO NOT APPEAR ON THE PLANS.

		ABBREVIATIONS	
	CIRCUIT BREAKER.	A	AMPERE (N)
	GROUND ROD WITH GROUNDWELL BOX	AF	ABOVE FINISHED (N)
	GROUND ELECTRODE	ALUM./AL	ALUMINUM (N)
	NORMALLY OPEN CONTACT.	ARCH.	ARCHITECT (NL)
	NORMALLY CLOSED CONTACT.	AWG	AMERICAN WIRE NO. (N)
	TRANSFORMER - SEE SINGLE LINE FOR SIZE.	BKR	Gauge (N)
	PULLBOX	CB	CABLE TV (N)
	FLEX CONDUIT WITH CONNECTION.	CTV	CIRCUIT BREAKER (N)
	CONDUIT - UP.	CCTV	CLOSED CIRCUIT TV (N)
	CONDUIT - DOWN.	CIRCUIT	CIRCUIT (N)
	CONDUIT - CONCEALED IN WALLS OR CEILING.	CL	CENTER LINE (N)
	CONDUIT - BELOW SLAB OR UNDERGROUND: 3/4" MIN.	CLG	CEILING (N)
	CAPPED CONDUIT - STUB-OUT	CO	CONDUIT ONLY (N)
	CONDUIT CONTINUATION.	CTR	CENTER (N)
	NON-FUSED DISCONNECT SWITCH	DIM	DIMENSION (N)
	FUSED DISCONNECT SWITCH. FUSED WITH DUAL-ELEMENT FUSES SIZED PER EQUIPMENT MFG'S NAMEPLATE DATA.	DIST	DISTRIBUTION (N)
	GFCI CONVENIENCE RECEPTACLE - DUPLEX AT + 18" AFF UON.	(E)	ELECTRICAL (N)
	SHEET NOTE REFERENCE SYMBOL; SEE ASSOCIATED NOTE ON SAME SHEET.	(EL)	EVENING LIGHT (N)
	SCHEDULE SYMBOL; SEE ASSOCIATED NOTE ON SAME SHEET.	EM	EMERGENCY (N)
	DETAIL NUMBER	EMT	ELECTRICAL (N)
	DETAIL OR SECTION REFERENCE	EQUIP	EQUIPMENT (N)
	INDICATES QUANTITY OF TELEPHONE OUTLETS	FA	FIRE ALARM (N)
	INDICATES QUANTITY OF DATA OUTLETS	FACP	FIRE ALARM CONTROL PANEL (N)
	FEEDER DESIGNATION; SEE ASSOCIATED NOTE ON SAME DETAIL	FIN	FINISH (N)
		FLUOR.	FLOOR FLUORESCENT (N)
		(F)	FUTURE (N)
		GC	GENERAL CONTRACTOR (N)
		GFCI	GROUND FAULT INTERRUPTING (N)
		GRS	GALVANIZED RIGID STEEL (N)
		HT.	HEIGHT (N)
		IDC	INTERMEDIATE DISTRIBUTION FRAME (N)
		INCAND.	INCANDESCENT (N)
		JB	JUNCTION BOX (N)
		KV	KILOVOLT (N)
		KVA	KILOVOLT AMPERES (N)
		KW	KILOWATT (N)
		LCP	LIGHTING CONTROL PANEL (N)
		LTG	LIGHTING (N)
		LV	LOW VOLTAGE (N)
		KCM	THOUSAND CIRCULAR MILS (N)
		MOD	MAIN DISTRIBUTION FRAME (N)
		MECH.	MECHANICAL (N)
		MH	METAL HALIDE (N)
		MLO	MAIN LUGS ONLY (N)
		MPOE	MAIN POINT OF ENTRANCE (N)
		MTD	MOUNTED (N)
		MTG	MOUNTING (N)

## APPLICABLE CODES & STANDARDS

### CODES:

- 2013 CALIFORNIA ADMINISTRATIVE CODE C.C.R., TITLE 24, PART 1.
- 2013 CALIFORNIA BUILDING CODE (CBC) C.C.R., TITLE 24, VOL. 1 & 2 BASED ON THE 2012 INTERNATIONAL BUILDING CODE (IBC) WITH CALIFORNIA AMENDMENTS.
- 2013 CALIFORNIA RESIDENTIAL CODE C.C.R., TITLE 24, PART 2.5 BASED ON THE 2012 INTERNATIONAL RESIDENTIAL CODE WITH CALIFORNIA AMENDMENTS.
- 2013 CALIFORNIA ELECTRICAL CODE (CEC) C.C.R., TITLE 24, PART 3 BASED ON THE 2011 NATIONAL ELECTRICAL CODE (NEC) WITH CALIFORNIA AMENDMENTS.
- 2013 CALIFORNIA MECHANICAL CODE (CMC) C.C.R., TITLE 24, PART 4 BASED ON THE 2012 UNIFORM MECHANICAL CODE WITH CALIFORNIA AMENDMENTS.
- 2013 CALIFORNIA PLUMBING CODE (CPC) C.C.R., TITLE 24, PART 5 BASED ON THE 2012 UNIFORM PLUMBING CODE (UPC) WITH CALIFORNIA AMENDMENTS.
- 2013 CALIFORNIA ENERGY CODE C.C.R., TITLE 24, PART 6.
- 2013 CALIFORNIA FIRE CODE (CFC) C.C.R., TITLE 24, PART 9 BASED ON THE 2012 INTERNATIONAL FIRE CODE (IFC) WITH CALIFORNIA AMENDMENTS.
- 2013 CALIFORNIA GREEN BUILDING STANDARDS CODE C.C.R., TITLE 24, PART 11.
- TITLE 19 C.C.R., PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS.
- NATIONAL FIRE ALARM CODE (NFPA 72) 2010.
- COUNTY OF SAN BENITO ORDINANCES, CODES, AND REGULATIONS.

### STANDARDS:

- AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
- ELECTRONICS INDUSTRIES ASSOCIATION (EIA)
- INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE)
- NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)
- NATIONAL ELECTRICAL TESTING ASSOCIATION (NETA)
- UNDERWRITER LABORATORIES (UL)
- CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ACT STANDARDS (CAL/OSHA)

## ELECTRICAL SPECIFICATIONS

### SECTION 16010 - GENERAL ELECTRICAL REQUIREMENTS

#### PART 1 - GENERAL

- Description of Work:
  - Furnish and install all required in-place equipment, conduits, conductors, cables and any miscellaneous materials for the satisfactory interconnection and operation of all associated electrical systems.
- Submittals:
  - Submit to the Engineer shop drawings, manufacturer's data and certificates for equipment, materials and finish, and pertinent details for each system specified. Information to be submitted includes manufacturer's descriptive literature of cataloged products, equipment, drawings, diagrams, performance and characteristic curves as applicable, test data and catalog cuts. Obtain written approval before procurement, fabrication, or delivery of the items to the job site.
  - Proposed substitutions of products will not be reviewed or approved prior to awarding of the Contract.
  - Substitutions shall be proven to the Engineer to be equal or superior to the specified product. Engineer's decision is final. The Contractor shall pay all costs incurred by the Engineer in reviewing and processing any proposed substitutions whether or not a proposed substitution is accepted.
  - If a proposed substitution is rejected, the contractor shall furnish the specified product at no increase in contract price.
  - If a proposed substitution is accepted, the contractor shall be completely responsible for all dimensional changes, electrical changes, or changes to other work which are a result of the substitution. The accepted substitution shall be made at no additional cost to the owner or design consultants.
- Quality Assurance:
  - Codes: All electrical equipment and materials, including installation and testing, shall conform to the latest editions of the following applicable codes:
    - California Electrical Code (CEC).
    - Occupational Safety and Health Act (OSHA) standards.
    - All applicable local codes, rules and regulations.
    - Electrical Contractor shall possess a C-10 license and all other licenses as may be required. Licenses shall be in effect at start of this contract and be maintained throughout the duration of this contract.
  - Variations: In instances where two or more codes are at variance, the most restrictive requirement shall apply.
  - Standards: Equipment shall conform to applicable standards of American National Standards Institute (ANSI), Electronics Industries Association (EIA), Institute of Electrical and Electronics Engineers (IEEE), and National Electrical Manufacturers Association (NEMA).
  - Underwriter Laboratories (UL) listing is required for all equipment and materials where such listing is offered by the Underwriters Laboratories. Provide service entrance labels for all equipment required by the NEC to have such labels.
  - The electrical contractor shall guarantee all work and materials installed under this contract for a period of one (1) year from date of acceptance by owner.
  - All work and materials covered by this specification shall be subject to inspection at any and all times by representatives of the owner. Work shall not be closed in or covered before inspection and approval by the owner or his representative. Any material found not conforming with these specifications shall, within 3 days after being notified by the owner, be removed from premises; if said material has been installed, entire expense of removing and replacing same, including any cutting and patching that may be necessary, shall be borne by the contractor.
- Contract Documents:
  - Drawings: The Electrical Drawings shall govern the general layout of the completed construction.
    - Locations of equipment, panels, pullboxes, conduits, stub-ups, ground connections are approximate unless dimensioned; verify locations with the Engineer prior to installation.
    - The general arrangement and location of existing conduits, piping, apparatus, etc., is approximate. The drawings and specifications are for the assistance and guidance of the contractor, exact locations, distances and elevations are governed by actual field conditions. Accuracy of data given herein and on the drawings is not guaranteed. Minor changes may be necessary to accommodate work. The contractor is responsible for verifying existing conditions. Should it be necessary to deviate from the design due to interference with existing conditions or work in progress, claims for additional compensation shall be limited to those for work required by unforeseen conditions as determined by the Architect.
    - All drawings and divisions of these specifications shall be considered as whole. The contractor shall report any apparent discrepancies to the Architect prior to submitting bids.
    - The contractor shall be held responsible to have examined the site and compared it with the specifications and plans and to have satisfied himself as to the conditions under which the work is to be performed. He shall be held responsible for knowledge of all existing conditions whether or not accurately described. No subsequent allowance shall be made for any extra expense due to failure to make such examination.

- Closeout Submittals:
  - Manuals: Furnish manuals for equipment where manuals are specified in the equipment specifications or are specified in Division 1.
- Coordination:
  - Coordinate the electrical work with the other trades, code authorities, utilities and the Architect.
  - Provide and install all trenching, backfilling, conduit, pull boxes, splice boxes, etc. for all Utility Company services to the locations indicated on the Drawings. Prior to performing any work, the Electrical Contractor shall coordinate with the various Utility Companies to verify that all such work and materials shown on the Drawings are of sufficient sizes and correctly located to provide services on the site.
  - Utility Company charges shall be paid by the Owner.
  - Contractor shall pay all inspection and other applicable fees and procure all permits necessary for the completion of this work.
  - Where connections made be made to existing installations, properly schedule all the required work, including the power shutdown periods.
  - When two trades join together in an area, make certain that no electrical work is omitted.
- Job Conditions:
  - Operations: Perform all work in compliance with Division 1
    - Keep the number and duration of power shutdown periods to a minimum.
    - Show all proposed shutdowns and their expected duration on the construction schedule. Schedule and carry out shutdowns so as to cause the least disruption to operation of the Owner's facilities.
    - Carry out shutdown only after the schedule has been approved, in writing, by the owner. Submit power interruption schedule 15 days prior to date of interruption.
  - Construction Power: Unless otherwise noted in Division 1 of these specifications, contractor shall make all arrangements and provide all necessary facilities for temporary construction power to the site. Energy costs shall be paid by the General Contractor.
- Safety and Indemnity:
  - The Contractor is solely and completely responsible for conditions of the job site including safety of all persons and property during performance of the work. This requirement will apply continually and not be limited to normal working hours. The contractor shall provide and maintain throughout the work site proper safeguards including, but not limited to, enclosures, barriers, warning signs, lights, etc. to prevent accidental injury to people or damage to property.
  - The Contractor performing work under this Division of the Specifications shall hold harmless, indemnify, and defend the Owner, the Engineer, their consultants, and each of their officers, agents and employees from any and all liability claims, losses, or damage arising out of or alleged to arise from bodily injury, sickness, or death of a person or persons and for all damages arising out of injury to or destruction of property arising directly or indirectly out of or in connection with the performance of the work under this Division of the Specifications, and from the Contractor's negligence in the performance of the work described in the construction contract documents, but not including liability that may be due to the sole negligence of the Owner, the Engineer, their Consultants or their officers, agents and employees.
  - If a work area is encountered that contains hazardous materials, the contractor is advised to coordinate with the owner and it's abatement consultant for abatement of hazardous material by the Owner's Representative. "Hazardous materials" means any toxic substance regulated or controlled by OSHA, EPA, State of California or local rules, regulations and laws. Nothing herein shall be construed to create a liability for Aurum Consulting Engineers regarding hazardous materials abatement measures, or discovery of hazardous materials.

- Closeout Submittals:
  - Manuals: Furnish manuals for equipment where manuals are specified in the equipment specifications or are specified in Division 1.
- Coordination:
  - Coordinate the electrical work with the other trades, code authorities, utilities and the Architect.
  - Provide and install all trenching, backfilling, conduit, pull boxes, splice boxes, etc. for all Utility Company services to the locations indicated on the Drawings. Prior to performing any work, the Electrical Contractor shall coordinate with the various Utility Companies to verify that all such work and materials shown on the Drawings are of sufficient sizes and correctly located to provide services on the site.
  - Utility Company charges shall be paid by the Owner.
  - Contractor shall pay all inspection and other applicable fees and procure all permits necessary for the completion of this work.
  - Where connections made be made to existing installations, properly schedule all the required work, including the power shutdown periods.
  - When two trades join together in an area, make certain that no electrical work is omitted.
- Job Conditions:
  - Operations: Perform all work in compliance with Division 1
    - Keep the number and duration of power shutdown periods to a minimum.
    - Show all proposed shutdowns and their expected duration on the construction schedule. Schedule and carry out shutdowns so as to cause the least disruption to operation of the Owner's facilities.
    - Carry out shutdown only after the schedule has been approved, in writing, by the owner. Submit power interruption schedule 15 days prior to date of interruption.
  - Construction Power: Unless otherwise noted in Division 1 of these specifications, contractor shall make all arrangements and provide all necessary facilities for temporary construction power to the site. Energy costs shall be paid by the General Contractor.
- Safety and Indemnity:
  - The Contractor is solely and completely responsible for conditions of the job site including safety of all persons and property during performance of the work. This requirement will apply continually and not be limited to normal working hours. The contractor shall provide and maintain throughout the work site proper safeguards including, but not limited to, enclosures, barriers, warning signs, lights, etc. to prevent accidental injury to people or damage to property.
  - The Contractor performing work under this Division of the Specifications shall hold harmless, indemnify, and defend the Owner, the Engineer, their consultants, and each of their officers, agents and employees from any and all liability claims, losses, or damage arising out of or alleged to arise from bodily injury, sickness, or death of a person or persons and for all damages arising out of injury to or destruction of property arising directly or indirectly out of or in connection with the performance of the work under this Division of the Specifications, and from the Contractor's negligence in the performance of the work described in the construction contract documents, but not including liability that may be due to the sole negligence of the Owner, the Engineer, their Consultants or their officers, agents and employees.
  - If a work area is encountered that contains hazardous materials, the contractor is advised to coordinate with the owner and it's abatement consultant for abatement of hazardous material by the Owner's Representative. "Hazardous materials" means any toxic substance regulated or controlled by OSHA, EPA, State of California or local rules, regulations and laws. Nothing herein shall be construed to create a liability for Aurum Consulting Engineers regarding hazardous materials abatement measures, or discovery of hazardous materials.

- Job Conditions:
  - Operations: Perform all work in compliance with Division 1
    - Keep the number and duration of power shutdown periods to a minimum.
    - Show all proposed shutdowns and their expected duration on the construction schedule. Schedule and carry out shutdowns so as to cause the least disruption to operation of the Owner's facilities.
    - Carry out shutdown only after the schedule has been approved, in writing, by the owner. Submit power interruption schedule 15 days prior to date of interruption.
  - Construction Power: Unless otherwise noted in Division 1 of these specifications, contractor shall make all arrangements and provide all necessary facilities for temporary construction power to the site. Energy costs shall be paid by the General Contractor.
- Safety and Indemnity:
  - The Contractor is solely and completely responsible for conditions of the job site including safety of all persons and property during performance of the work. This requirement will apply continually and not be limited to normal working hours. The contractor shall provide and maintain throughout the work site proper safeguards including, but not limited to, enclosures, barriers, warning signs, lights, etc. to prevent accidental injury to people or damage to property.
  - The Contractor performing work under this Division of the Specifications shall hold harmless, indemnify, and defend the Owner, the Engineer, their consultants, and each of their officers, agents and employees from any and all liability claims, losses, or damage arising out of or alleged to arise from bodily injury, sickness, or death of a person or persons and for all damages arising out of injury to or destruction of property arising directly or indirectly out of or in connection with the performance of the work under this Division of the Specifications, and from the Contractor's negligence in the performance of the work described in the construction contract documents, but not including liability that may be due to the sole negligence of the Owner, the Engineer, their Consultants or their officers, agents and employees.
  - If a work area is encountered that contains hazardous materials, the contractor is advised to coordinate with the owner and it's abatement consultant for abatement of hazardous material by the Owner's Representative. "Hazardous materials" means any toxic substance regulated or controlled by OSHA, EPA, State of California or local rules, regulations and laws. Nothing herein shall be construed to create a liability for Aurum Consulting Engineers regarding hazardous materials abatement measures, or discovery of hazardous materials.

- Safety and Indemnity:
  - The Contractor is solely and completely responsible for conditions of the job site including safety of all persons and property during performance of the work. This requirement will apply continually and not be limited to normal working hours. The contractor shall provide and maintain throughout the work site proper safeguards including, but not limited to, enclosures, barriers, warning signs, lights, etc. to prevent accidental injury to people or damage to property.
  - The Contractor performing work under this Division of the Specifications shall hold harmless, indemnify, and defend the Owner, the Engineer, their consultants, and each of their officers, agents and employees from any and all liability claims, losses, or damage arising out of or alleged to arise from bodily injury, sickness, or death of a person or persons and for all damages arising out of injury to or destruction of property arising directly or indirectly out of or in connection with the performance of the work under this Division of the Specifications, and from the Contractor's negligence in the performance of the work described in the construction contract documents, but not including liability that may be due to the sole negligence of the Owner, the Engineer, their Consultants or their officers, agents and employees.
  - If a work area is encountered that contains hazardous materials, the contractor is advised to coordinate with the owner and it's abatement consultant for abatement of hazardous material by the Owner's Representative. "Hazardous materials" means any toxic substance regulated or controlled by OSHA, EPA, State of California or local rules, regulations and laws. Nothing herein shall be construed to create a liability for Aurum Consulting Engineers regarding hazardous materials abatement measures, or discovery of hazardous materials.
- Nameplates:
  - Identify each piece of equipment and related controls with a rigid laminated engraved plastic nameplate. Unless otherwise noted, nameplates shall be melamine plastic 0.125 inch thick, white with black center core. Surface shall be matte finish. Corners shall be square. Accurately align lettering and engrave into the core. Minimum size of nameplates shall be 0.5 by 2.5 inches unless otherwise noted. Where not otherwise specified, lettering shall be a minimum of 0.25 inch high normal block style. Engrave nameplates with the inscriptions indicated on the Drawings and, if not so indicated, with the equipment name. Securely fasten nameplates in place using two stainless steel or brass screws.

#### PART 2 - PRODUCTS

- Nameplates:
  - Identify each piece of equipment and related controls with a rigid laminated engraved plastic nameplate. Unless otherwise noted, nameplates shall be melamine plastic 0.125 inch thick, white with black center core. Surface shall be matte finish. Corners shall be square. Accurately align lettering and engrave into the core. Minimum size of nameplates shall be 0.5 by 2.5 inches unless otherwise noted. Where not otherwise specified, lettering shall be a minimum of 0.25 inch high normal block style. Engrave nameplates with the inscriptions indicated on the Drawings and, if not so indicated, with the equipment name. Securely fasten nameplates in place using two stainless steel or brass screws.

- Finish requirements:
  - Equipment: Refer to each electrical equipment section of these Specifications for painting requirements of equipment enclosures. Repair any final paint finish which has been damaged or is otherwise unsatisfactory, to the satisfaction of the Engineer.
  - Wiring System: In finished areas, paint all exposed conduits, boxes and fittings to match the color of the surface to which they are affixed.

#### PART 3 - EXECUTION

- Workmanship:
  - All electrical equipment and materials shall be installed in a neat and workmanship manner in accordance with the "NECA-1 Standard Practices For Good Workmanship in Electrical Contracting". Workmanship of the entire job shall be first class in every respect.
- Equipment Installation:
  - Provide the required inserts, bolts and anchors, and securely attach all equipment and materials to their supports.
  - Do all the cutting and patching necessary for the proper installation of work and repair any damage done.
  - Earthquake restraints: all electrical equipment, including conduits over 2 inches in diameter, shall be braced or anchored to resist a horizontal force acting in any direction as per Title 24, part 2, table 16a-4, part 3.
- Field Test:
  - Perform equipment field tests and adjustments. Properly calibrate, adjust and operationally check all circuits and components, and demonstrate as ready for service.
  - Operational Tests: Operationally test all circuits to demonstrate that the circuits and equipment have been properly installed and adjusted and are ready for full-time service. Demonstrate the proper functioning of circuits in all modes of operation, including alarm conditions.

- Records:
  - Maintain one copy of the contract Drawing Sheets on the site of the work for recording the "as built" condition. After completion of the work, the Contractor shall carefully mark the work as actually constructed, revising, deleting and adding to the Drawing Sheets as required. As built Drawings shall be delivered to the Engineer within ten (10) days of completion of construction.
- Clean Up:
  - Upon completion of electrical work, remove all surplus materials, rubbish, and debris that accumulated during the construction work. Leave the entire area neat, clean, and acceptable to the Engineer.
- Mechanical and Plumbing Electrical Work:
  - The requirements for electrical power and/or devices for all mechanical and plumbing equipment supplied and/or installed under this Contract shall be coordinated and verified with the following:
    - Mechanical and Plumbing Drawings.
    - Mechanical and Plumbing sections of these Specifications.
    - Manufacturers of the Mechanical and Plumbing equipment supplied.
  - The coordination and verification shall include the voltage, ampacity, phase, location and type of disconnect, control, and connection required. Any changes that are required as a result of this coordination and verification shall be a part of this Contract.
  - The Electrical Contractor shall furnish and install the following for all mechanical and plumbing equipment:
    - Line voltage conduit and wiring.
    - Disconnect switches.
    - Manual line motor starters.
  - Automatic line voltage controls and magnetic starters shall be furnished by the Mechanical and/or Plumbing Contractor and installed and connected by the Electrical Contractor. When subcontracted for by the Mechanical and/or Plumbing Contractor, all line voltage control wiring installed by the Electrical Contractor shall be done per directions from the Mechanical and/or Plumbing Contractor.
  - All low-voltage control wiring for Mechanical and Plumbing equipment shall be installed in conduit. Furnishing, installation and connection of all low voltage conduit, boxes, wiring and controls shall be by the Mechanical and/or Plumbing Contractor.

- Mechanical and Plumbing Electrical Work:
  - The requirements for electrical power and/or devices for all mechanical and plumbing equipment supplied and/or installed under this Contract shall be coordinated and verified with the following:
    - Mechanical and Plumbing Drawings.
    - Mechanical and Plumbing sections of these Specifications.
    - Manufacturers of the Mechanical and Plumbing equipment supplied.
  - The coordination and verification shall include the voltage, ampacity, phase, location and type of disconnect, control, and connection required. Any changes that are required as a result of this coordination and verification shall be a part of this Contract.
  - The Electrical Contractor shall furnish and install the following for all mechanical and plumbing equipment:
    - Line voltage conduit and wiring.
    - Disconnect switches.
    - Manual line motor starters.
  - Automatic line voltage controls and magnetic starters shall be furnished by the Mechanical and/or Plumbing Contractor and installed and connected by the Electrical Contractor. When subcontracted for by the Mechanical and/or Plumbing Contractor, all line voltage control wiring installed by the Electrical Contractor shall be done per directions from the Mechanical and/or Plumbing Contractor.
  - All low-voltage control wiring for Mechanical and Plumbing equipment shall be installed in conduit. Furnishing, installation and connection of all low voltage conduit, boxes, wiring and controls shall be by the Mechanical and/or Plumbing Contractor.

### SECTION 16060 - GROUNDING

#### PART 1 - EXECUTION

- Grounding and Bonding:
  - Grounding and bonding shall be as required by codes and local authorities.
  - All electrical equipment shall be grounded, including, but not limited to, panel boards, terminal cabinets and outlet boxes.
  - The ground pole of receptacles shall be connected to their outlet boxes by means of a copper ground wire connecting to a screw in the back of the box.
  - A green insulated copper ground wire, sized to comply with codes, shall be installed in all conduit runs.
  - All metal parts of pull boxes shall be grounded per code requirements.
  - All ground conductors shall be green insulated copper.

### SECTION 16110 - CONDUITS, RACEWAYS AND FITTINGS

#### PART 1 - EXECUTION

- Conduit, Raceway and Fitting Installation:
  - For conduit runs exposed to weather provide rigid metal (GRS).
  - For conduit run underground, in concrete or masonry block wall and under concrete slabs, install minimum 3/4" size nonmetallic (PVC) with PVC elbows. Where conduits transition from underground or under slab to above grade install wrapped rigid metal (GRS) elbows and risers.
  - For conduit runs concealed in steel or wood framed walls or in ceiling spaces or exposed in interior spaces above six feet over the finished floor, install EMT.
  - The minimum size raceway shall be 1/2-inch unless indicated otherwise on the Drawings.
  - Installation shall comply with the CEC.
  - From pull point to pull point, the sum of the angles of all of the bends and offset shall not exceed 360 degrees.
- Conduit Supports: Properly support all conduits as required by the NEC. Run all conduits concealed except where otherwise shown on the drawings.
  - Exposed Conduits: Support exposed conduits within three feet of any equipment or device and at intervals not exceeding NEC requirements; wherever possible, group conduits together and support on common supports. Support exposed conduits fastened to the surface of the concrete structure by one-hole clamps, or with channels. Use conduit spacers with one-hole clamps.
    - Conduits attached to walls or columns shall be as unobtrusive as possible and shall avoid windows. Run all exposed conduits parallel or at right angles to building lines.
    - Group exposed conduits together. Arrange such conduits uniformly and neatly.
  - Support all conduits within three feet of any junction box, coupling, bend or fixture.
  - Support conduit risers in shafts with Unistrut Superstrut, or approved equal, channels and straps.
- Moisture Seals: Provide in accordance with NEC paragraphs 230-8 and 300-5(g).
- Where PVC conduit transitions from underground to above grade, provide rigid steel 90's with risers. Rigid steel shall be hot dip galvanized with 20 mil tape and extend minimum 12" above grade.
- Provide a nylon pull cord in each empty raceway.
- Provide galvanized rigid steel factory fittings for galvanized rigid steel conduit.
- Slope all underground raceways to provide drainage; for example, slope conduit from equipment located inside a building to the pull box or manhole located outside the building.
- Conduits shall be blown out and swabbed prior to pulling wires.

### SECTION 16120 - LINE VOLTAGE WIRE AND CABLE

#### PART 1 - PRODUCTS

- Conductors:
  - Conductors shall be copper, type THHN/THWN/MTW oil and gasoline resistant, 600 volt rated insulation.
  - Conductors shall be stranded copper.
  - Minimum power and control wire size shall be No. 12 AWG unless otherwise noted.
  - All conductors used on this Project shall be of the same type and conductor material.

- Terminations:
  - Manufacturer - Terminals as manufactured by T&B, Burndy or equal.
  - Wire Terminations - Stranded conductors shall be terminated in clamping type terminations which serve to contain all the strands of the conductor. Curling of a stranded conductor around a screw type terminal is not allowed. For screw type terminations, use a fork type stake-on termination on the stranded conductor. Use only a stake-on tool approved for the fork terminals selected.
  - End Seals - Heat shrink plastic caps of proper size for the wire on which used.
- Tape:
  - Tape used for terminations and cable marking shall be compatible with the insulation and jacket of the cable and shall be of plastic material.

#### PART 2 - EXECUTION

- Cable Installation:
  - Clean Raceways - Clean all raceways prior to installation of cables as specified in Section 16110 - Conduits Raceway and Fittings.
  - All wiring including low-voltage wiring shall be installed in conduit.
  - All feeder conductors shall be continuous from equipment to equipment. Splices in feeders are not permitted unless specifically noted or approved by the Electrical Engineer.
- Cable Terminations and Splices:
  - Splices - UL Listed wirenuts.
  - Terminations - Shall comply with the following:
    - Make up and form cable and orient terminals to minimize cable strain and stress on device being terminated on.
    - Burnish oxide from conductor prior to inserting in oxide breaking compound filled terminal.

- Circuit and Conductor Identification:
  - Color Coding - Provide color coding for all circuit conductors. Insulation color shall be white for neutrals and green for grounding conductors. Conductor colors shall be as follows:  
VOLTAGE 120/240V 480/277V  
Phase A Black Brown  
Phase B Red Orange  
Neutral White White  
Ground Green Green
  - Color coding shall be in the conductor insulation for all conductors #10 AWG and smaller; for larger conductors, color shall be either in the insulation or in colored plastic tape applied at every location where the conductor is readily accessible.
  - Circuit Identification - All underground distribution and service circuits shall be provided with plastic identification tags in each secondary box and at each termination. Tags shall identify the source transformer of the circuit and the building





25 Pacific Street, Suite 201  
Monterey, California 93940  
415.646.1383 | [www.bfsla.com](http://www.bfsla.com)

## CONSULTANTS



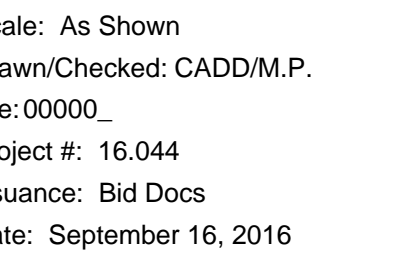
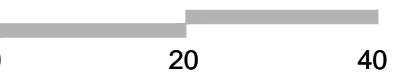
## E V I S I O N S

Date	Description
------	-------------

R O J E C T

## Veterans Memorial Park - Irrigation Design

ollister, California

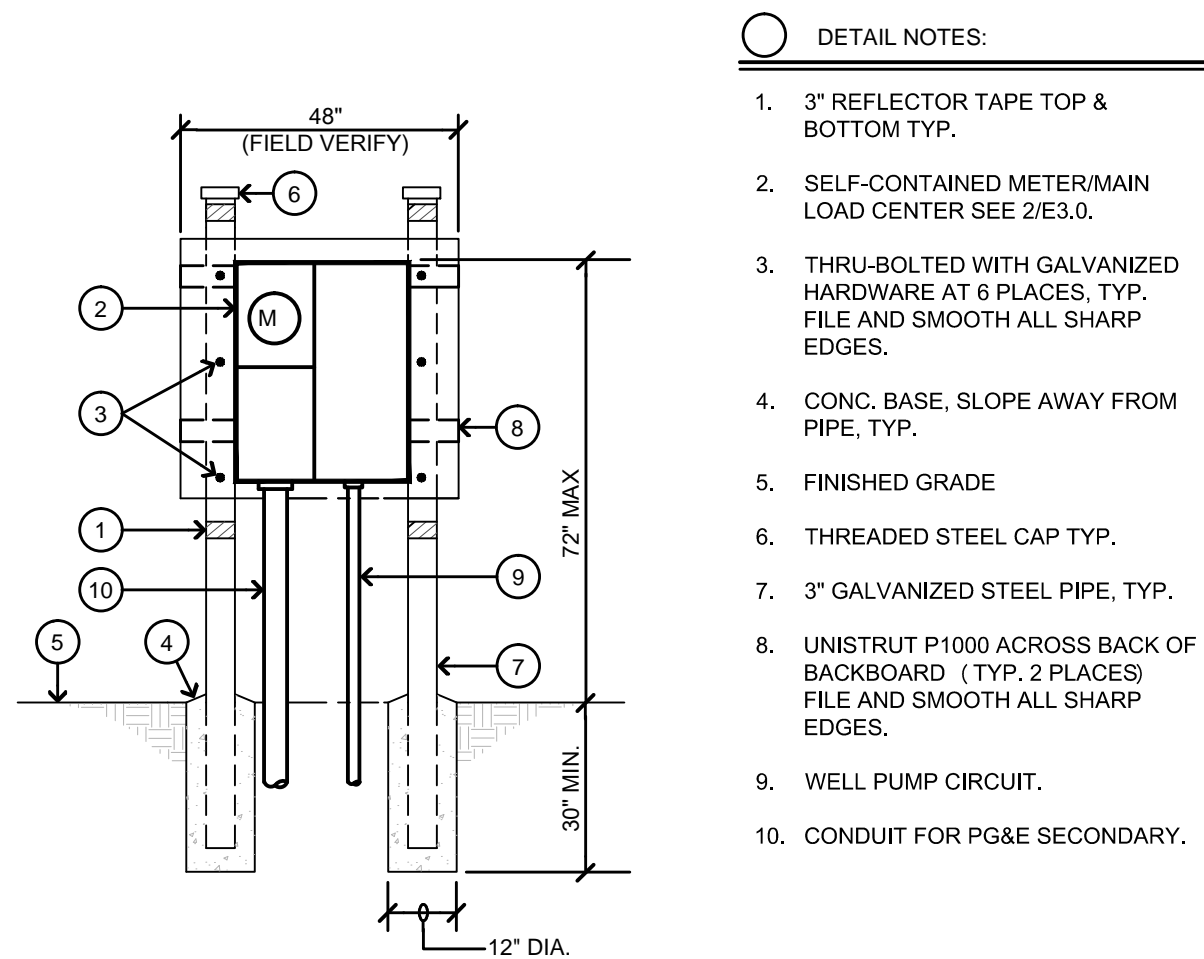


## H E E T

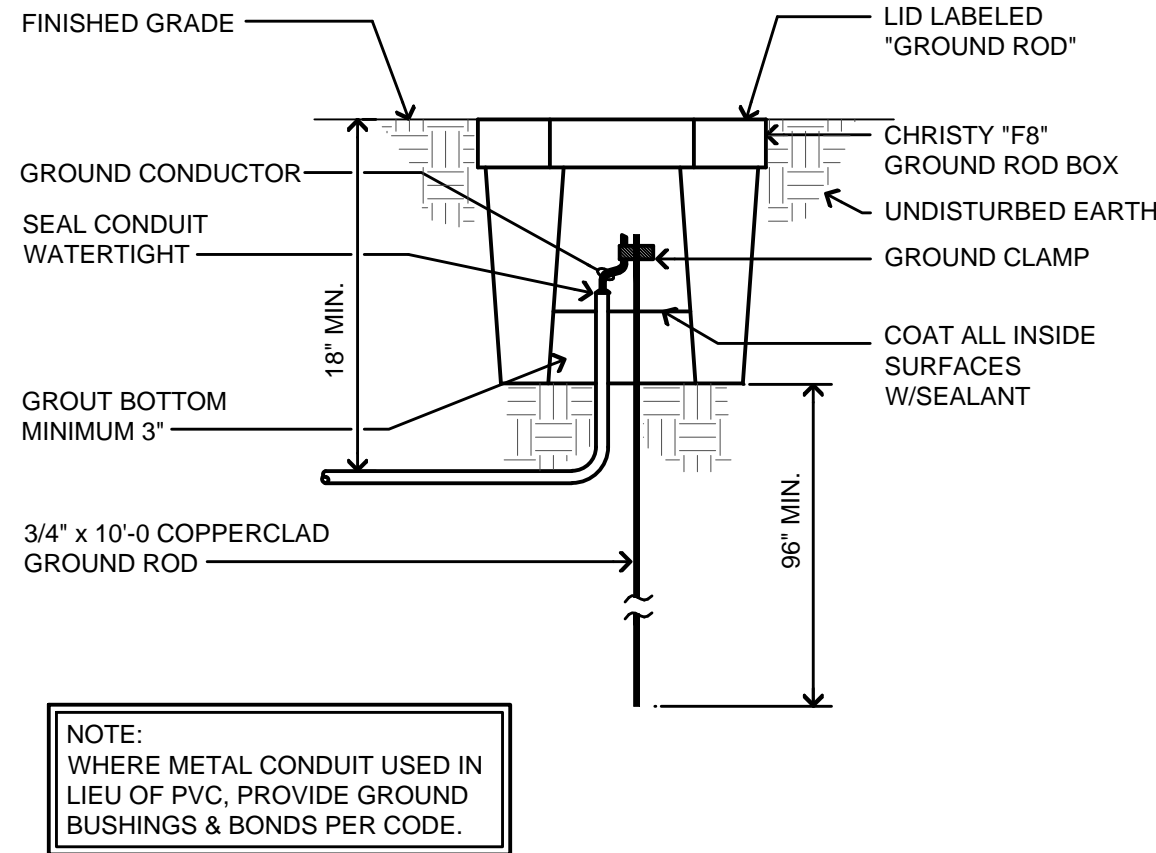
OVERALL  
SITE PLAN

## E2.0

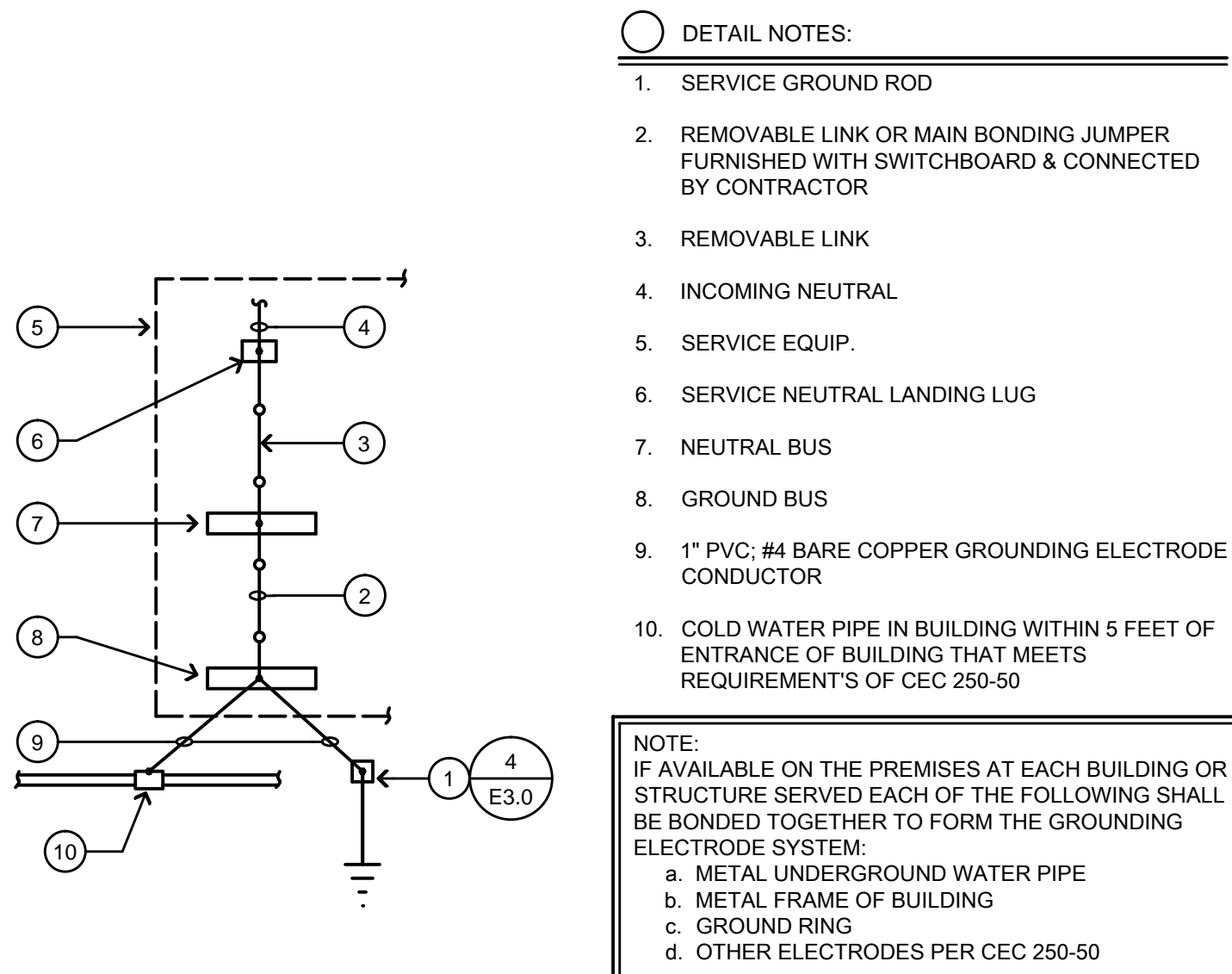




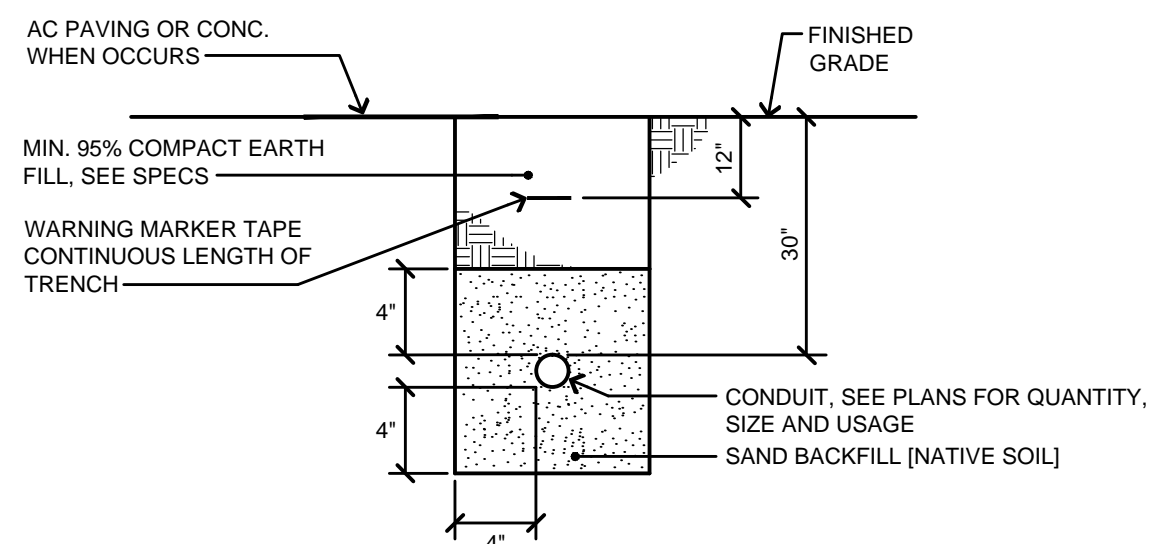
5 METER/MAIN MOUNTING DETAIL  
NO SCALE



4 GROUND ROD DETAIL  
NO SCALE



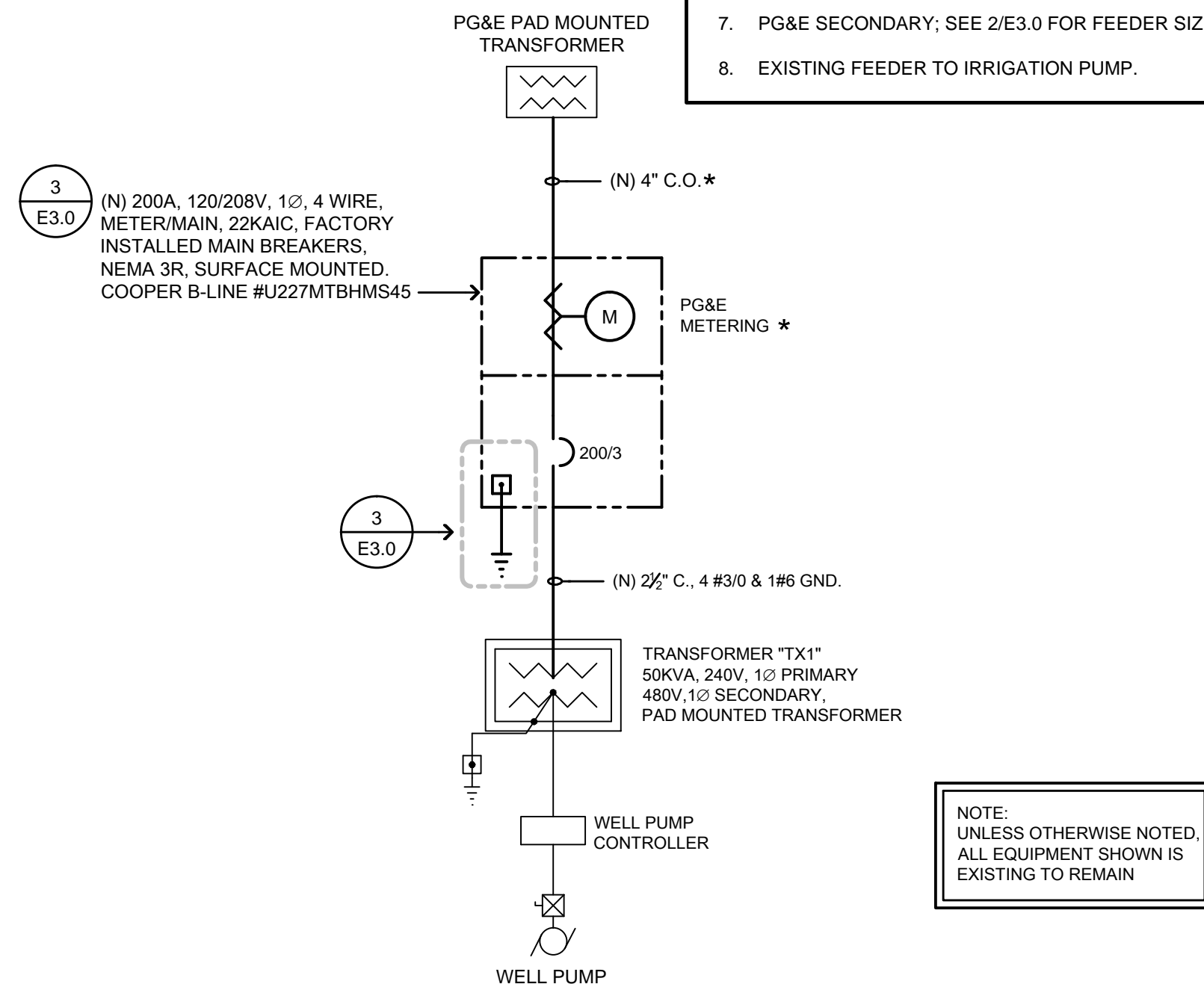
3 ELECTRICAL SERVICE GROUND  
NO SCALE



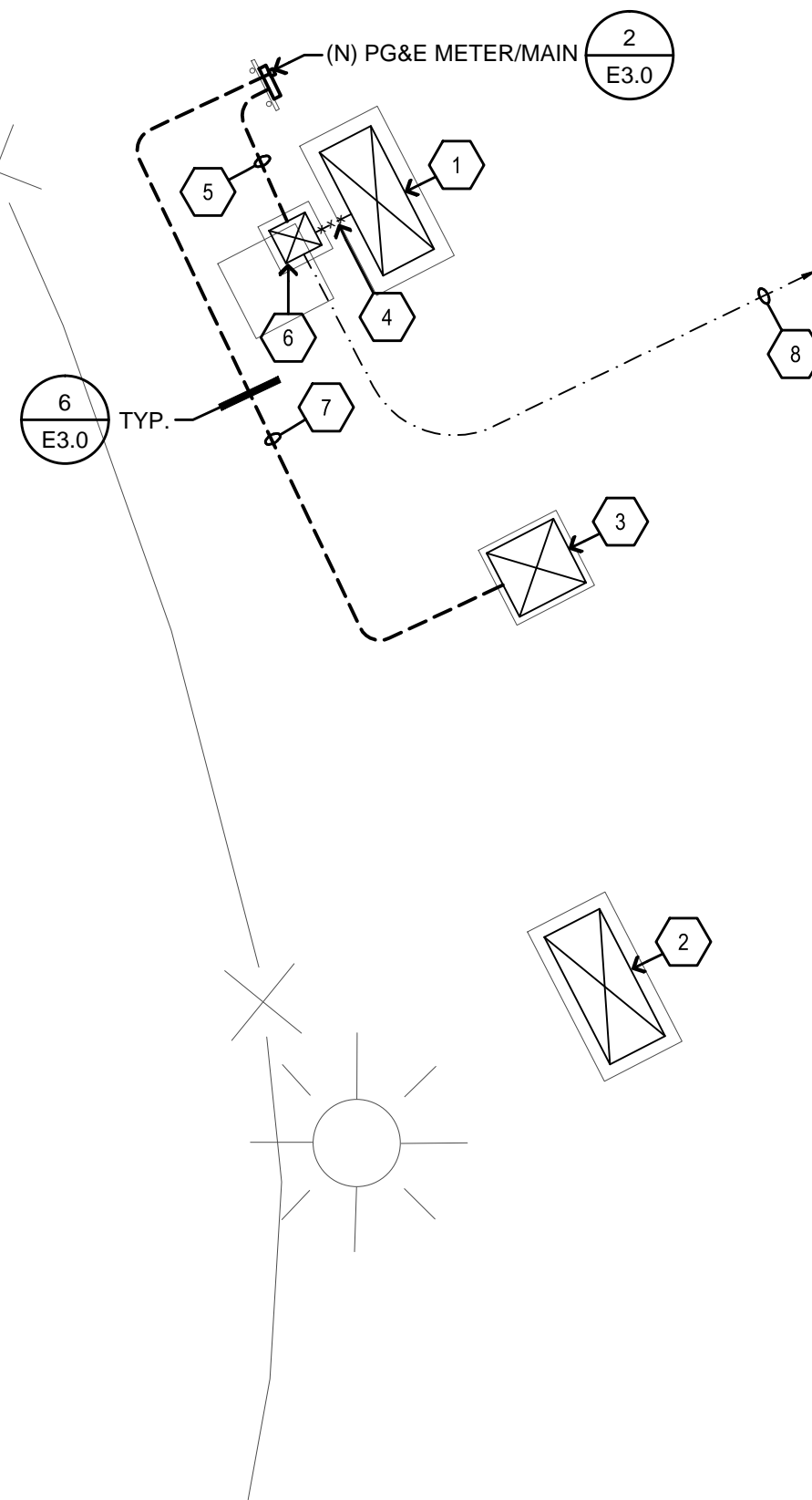
6 TYPICAL TRENCH SECTION  
NO SCALE

## SHEET NOTES

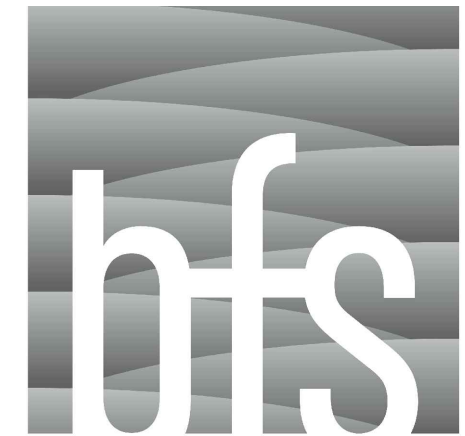
- EXISTING SWITCHBOARD "SWBD A", 400A, 120/208V, 3Ø, 4W.
- EXISTING SWITCHBOARD "SWBD B", 400A, 120/208V, 3Ø, 4W.
- EXISTING PG&E PAD MOUNTED TRANSFORMER (T-1040).
- DISCONNECT EXISTING TRANSFORMER FROM SWITCHBOARD AND RECONNECT TO NEW METER MAIN.
- CONNECT EXISTING TRANSFORMER TO NEW METER/MAIN. SEE 2/E3.0 FOR FEEDER SIZE.
- 75 KVA TRANSFORMER; 120/208V PRI, 480V SECONDARY.
- PG&E SECONDARY; SEE 2/E3.0 FOR FEEDER SIZE.
- EXISTING FEEDER TO IRRIGATION PUMP.



2 SINGLE LINE DIAGRAM  
NO SCALE  
\* PER PG&E RULES, REGULATIONS AND STANDARDS



1 PARTIAL ELECTRICAL SITE PLAN  
SCALE: 1/8"=1'-0"



LANDSCAPE  
ARCHITECTS

425 Pacific Street, Suite 201  
Monterey, California 93940  
831.646.1383 | www.bfsla.com

CONSULTANTS



AURUM CONSULTING  
ENGINEERS  
MONTEREY BAY, INC.  
Project No. 16053.00  
60 Garden Court • Suite 210 • Monterey, CA 93940  
T 831 646 3330 • F 831 646 3336 • www.aummb.com  
I am a duly Licensed Professional Engineer in the State of California, License No. 87799, Mechanical Engineering. I am not responsible for any errors or omissions in this drawing or any other drawings or documents prepared by me or my firm, or for any consequences arising therefrom, in whole or in part, without my written consent. I hereby certify that I am a duly Licensed Professional Engineer in the State of California, License No. 87799, Mechanical Engineering. I am not responsible for any errors or omissions in this drawing or any other drawings or documents prepared by me or my firm, or for any consequences arising therefrom, in whole or in part, without my written consent. I hereby certify that I am a duly Licensed Professional Engineer in the State of California, License No. 87799, Mechanical Engineering. I am not responsible for any errors or omissions in this drawing or any other drawings or documents prepared by me or my firm, or for any consequences arising therefrom, in whole or in part, without my written consent.

REVISIONS

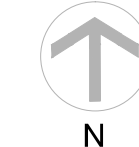
#	Date	Description
---	------	-------------

PROJECT

Veterans  
Memorial Park -  
Irrigation Design

Hollister, California

0 20 40



Scale: As Shown  
Drawn/Checked: CADD/M.P.  
File: 00000\_  
Project #: 16.044  
Issuance: Bid Docs  
Date: September 16, 2016

SHEET

PARTIAL SITE  
PLAN, SINGLE  
LINE DIAGRAM  
AND DETAILS

E3.0





## **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: 3/28/2017**

**DEPARTMENT: RESOURCE MANAGEMENT AGENCY**

**DEPT HEAD/DIRECTOR:**

**AGENDA ITEM PREPARER:** Shandell Clark

**SBC DEPT FILE NUMBER:** 790

**SUBJECT:**

**RESOURCE MANAGEMENT AGENCY**

Approve Contract Amendment #3 with First Carbon Solutions for CEQA compliance Services for TSM 15-93/FAY in the amount of \$3,500.00 for a total contract amount of \$116,745.00.

SBC FILE NUMBER: 790

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

An amendment to the contract is required because of additional geotechnical work necessary to determine a fault line location.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Approve Contract Amendment #3 with First Carbon Solutions for CEQA compliance Services for TSM 15-93/FAY in the amount of \$3,500 for a total contract amount of \$116,745.00 and authorize Chair to sign contract amendment.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
3rd Amendment with Ex. 1 (initial contract and previous amendments) attached	3/17/2017	Contract Amendment

## AMENDMENT TO CONTRACT

# 3

The County of San Benito ("COUNTY") and First Carbon Solutions  
("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 March 8, 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: August 9, 2016 and February 21, 2017

#### 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:

(Insert modified or new services.)

**Task 1 (Technical Studies) of Phase 4 (Initial Study/Mitigated Negative Declaration) set forth in Attachment A (Scope of Services) to the original contract, as previously amended (Exhibit 1) is modified to add additional services as specified below. Except as expressly modified in this amendment, all other Tasks and Subtasks specified in Attachment A to the original contract, as previously amended (Exhibit 1) shall remain in full force and effect.**

**Task 1 (Technical Studies) of Phase 4 (Initial Study/Mitigated Negative Declaration) is hereby modified to add Subtask 1D to read as follows. The remainder of Task 1 shall remain in full force and effect:**

**Subtask 1.D: Fault Investigation Peer Review:** In response to Leighton and Associates' peer review of the Applicant's earlier geo-technical studies, the Applicant's geotechnical subconsultant, Geo-Logic Associates has prepared a fault investigation report, consisting of written text documenting the investigation complete with conclusions, boring logs from continuous core borings, photo documentation and cross section(s) and estimates of the age of the materials encountered. Leighton and Associates will conduct additional peer review of the Applicants' updated report and provide a memorandum with conclusions and recommendations as applicable. The memorandum will be submitted to the County for review within two (2) weeks of receipt of notice to proceed with this subtask. Once approved by the County, the fault investigation report and memorandum will be used to prepare the geology, soils and seismicity section of the Initial Study for the project.

- ☐ 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:**

(Insert modified or new payment terms.)

**Paragraph B-3 of Attachment B (Payment Terms) to the original contract (Exhibit 1) is amended to add \$8,945.00 to the contract budget to increase the overall budget to \$113,245.00, as follows:**

<b>Original Contract:</b>	<b>\$51,400.00</b>
<b>Amendment #1:</b>	<b>\$52,800.00</b>
<b>Amendment #2:</b>	<b>\$ 8,945.00</b>
<b>Amendment #3:</b>	<b><u>\$ 3,500.00</u></b>
	<b>\$116,745.00</b>

Accordingly, Paragraph B-3 of Attachment B to the original contract (Exhibit 1) is hereby revised to read as follows:

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (check one)

- ☐ a total lump sum payment of \$ \_\_\_\_\_, or  
☒ a total sum not to exceed \$ 116,745,

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.

**Attachment B-1 to Attachment B (Payment Terms) to the original contract, as previously amended (Exhibit 1) is hereby amended to modify the following budget line items for the following tasks and subtasks:**

<b>Subtask 1.D of Phase 4: Peer Review Revised Geotechnical Report and Incorporate Results of Updated Applicant Studies into CEQA Documents</b>	<b>\$3,500.00</b>
<b>Total Fee (3<sup>rd</sup> Amendment)</b>	<b>\$3,500.00</b>

**All other provisions of the table set forth in Attachment B-1 and all other provisions in Attachment B to the original contract, as previously amended (Exhibit 1) shall remain in full force and effect.**

- ☐ 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**

Mary Bean  
Name/Title: Mary Bean, Vice-President

3/17/17  
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

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

March 17, 2017  
Date



**EXHIBIT 1**  
**TO AMENDMENT # 3**

**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

# 2

The County of San Benito ("COUNTY") and First Carbon Solutions ("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 March 8, 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: August 9, 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 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:

(Insert modified or new services.)

**Task 2.A and Subtasks 4.1 and 4.2 set forth in Attachment A (Scope of Services) to the original contract, as previously amended (Exhibit 1) are modified to add additional services as specified below. Except as expressly modified in this amendment, all other Tasks and Subtasks specified in Attachment A to the original contract, as previously amended (Exhibit 1) shall remain in full force and effect.**

**Task 2.A (Technical Study - Peer Review of Technical Studies) of Phase 2 (Technical Studies) is hereby modified to add the following paragraph at the end of Task 2.A. The remainder of Task 2.A shall remain in full force and effect:**

**Incorporate Results of Updated Applicant Studies into CEQA Document:** Based on the peer review memos supplied by the Contractor, the Applicant will update its technical reports and resubmit them to County staff, who shall provide them to Contractor for additional peer review. Contractor shall conduct additional peer review of the updated studies and incorporate the results into the CEQA document, as appropriate.

**Subtask 4.1 (Meeting Attendance) of Task 4 (Meeting and Management) of Phase 4 (Initial Study/Mitigated Negative Declaration) is hereby modified to add the following paragraph at the end of Subtask 4.1. The remainder of Subtask 4.1 shall remain in full force and effect:**

**Additional Meetings/Conference Calls:** Contractor and Subcontractor staff will participate in conference calls with County staff and/or the Applicant team to discuss details of additional work to be done on technical studies to inform the CEQA analysis as well as the results of that additional work. This assumes up to four (4) additional 60-minute conference calls. Additionally, this includes time for Subcontractor staff to attend two (2) conference calls not anticipated in Subcontractors' original scopes of work.

**Subtask 4.2 (Project Management) of Task 4 (Meeting and Management) of Phase 4 (Initial Study/Mitigated Negative Declaration) is hereby modified to add the following paragraph at the end of Subtask 4.2. The remainder of Subtask 4.2 shall remain in full force and effect:**

**Additional Project Management and Coordination:** Contractor will coordinate by email and phone with County staff and the Subcontractor team to set up conference calls, prepare for meetings, and address any follow up actions resulting from the calls, such as drafting memoranda or answering questions by email or phone.

- ☐ 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:**

(Insert modified or new payment terms.)

**Paragraph B-3 of Attachment B (Payment Terms) to the original contract (Exhibit 1) is amended to add \$8,945.00 to the contract budget to increase the overall budget to \$113,245.00, as follows:**

<b>Original Contract:</b>	<b>\$51,400.00</b>
<b>Amendment #1:</b>	<b>\$52,800.00</b>
<b>Amendment #2:</b>	<b><u>\$ 8,945.00</u></b>
	<b>\$113,245.00</b>

**Accordingly, Paragraph B-3 of Attachment B to the original contract (Exhibit 1) is hereby revised to read as follows:**

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (check one)

- ☐ a total lump sum payment of \$ \_\_\_\_\_, or  
☒ a total sum not to exceed \$ 113,245

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.

Attachment B-1 to Attachment B (Payment Terms) to the original contract, as previously amended (Exhibit 1) is hereby amended to modify the following budget line items for the following tasks and subtasks:

Task 2.A of Phase 2: Incorporate Results of Updated Applicant Studies into CEQA Documents	\$2,400.00
Subtask 4.1 of Task 4 of Phase 4: Additional Meeting/Conference Calls	\$3,680.00
Subtask 4.2 of Task 4 of Phase 4: Additional Project Management and Coordination	\$2,865.00
<b>Total Fee (2<sup>nd</sup> Amendment)</b>	<b>\$8,945.00</b>

All other provisions of the table set forth in Attachment B-1 and all other provisions in Attachment B to the original contract, as previously amended (Exhibit 1) shall remain in full force and effect.

- ☐ 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**

Mary Bean  
Name/Title: Mary Bean, Vice-President

1.18.17  
Date

**COUNTY**

San Benito County Board of Supervisors

Jaime De La Cruz  
Jaime De La Cruz, Chair

2/21/17  
Date

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

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

Feb. 1, 2017  
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 First Carbon Solutions.  
("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 March 8, 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:**

Attachment A to the original contract (Exhibit 1) is modified to add the following services under a new heading, "Phase 4 – Initial Study/Mitigated Negative Declaration", immediately following "Task 3.4, Project Management", on page 6 of Attachment A, to read as follows:

**Phase 4 – Initial Study/Mitigated Negative Declaration**

This Phase will cover the completion of technical peer reviews described in Phase 2 of Attachment A to this contract, as well as preparation of an Initial Study/Mitigated Negative Declaration.

**Task 1: Technical Studies**

**Subtask 1.A: Peer Review of Technical Studies**

CONTRACTOR, and the technical sub-consultants listed below, will peer review the technical studies prepared by the applicant's consultants to identify any specific data gaps or further recommendations. This information will be summarized for the County in a technical memo. All peer reviews will be limited to reviewing the adequacy of the information and conclusions contained in the studies; no new analysis is proposed.

The applicant-submitted studies include an air quality report; biological constraints analysis; archeological, paleontological and historic resources reports; two geotechnical reports; noise letter report; Phase II hazardous materials report; transportation impact study; and sanitary sewer study.

CONTRACTOR has identified the following firms as responsible for peer reviewing the various technical studies:

- CONTRACTOR: Air Quality, Biological Resources, Cultural Resources, and Noise Reports
- Leighton and Associates, Inc.: Geotechnical Reports and Phase II Environmental Site Assessment
- Fehr & Peers: Traffic Study
- Balance Hydrologics, Inc.: Water Letter
- CIVILTEC Engineering, Inc.: Sewer Study

If the initial peer review determines that any of the technical studies prepared by the applicant's consultants are not adequate for use in preparing the CEQA document, CONTRACTOR will recommend to the County that this scope of work be further amended to include preparation of new technical document(s).

#### **Subtask 1.B: Technical Study – Land Evaluation and Site Assessment Model**

The California Department of Conservation, Farmland Mapping and Monitoring Program maps the project site as containing "Prime Farmland," which is considered "Important Farmland" for CEQA purposes. CONTRACTOR will obtain GIS data for Important Farmland, soils, and protected lands in the project vicinity and prepare maps identifying land classifications, soil classifications, and the zone of influence. Maps will be provided in color and identify the acreage of each relevant unit in the legend. Using GIS mapping, CONTRACTOR will identify the scoring for the project site as it relates to various Land Evaluation and Site Assessment (LESA) Modeling categories, including project acreage, soil quality, water availability, and proximity of protected agricultural lands. CONTRACTOR will sum the relevant scores in accordance with LESA Model methodology and determine whether the proposed conversion of agricultural land to non-agricultural use constitutes a significant impact.

#### **Subtask 1.C: Greenhouse Gas Emissions Analysis**

The applicant-commissioned air quality report was limited to criteria pollutants; it did not address greenhouse gas emissions. Accordingly, CONTRACTOR will provide a greenhouse gas assessment to support the environmental checklist. The proposed project would entail construction and operation activities that would emit greenhouse gas emissions. CONTRACTOR will follow guidance presented by Monterey Bay Unified Air Pollution Control District (APCD) in its CEQA Air Quality Guidelines.

CONTRACTOR will use the most current version of the California Emissions Estimator Model (CalEEMod) at the time the analysis is prepared to quantify greenhouse gas emissions. CONTRACTOR will use the APCD's CEQA Guidelines as the basis for assessing greenhouse gas emissions impacts, including the document's recommendations for analytical approaches, thresholds, and—if necessary—mitigation measures. Emissions modeling methodology and assumptions, as well as model output, will be provided in an appendix to the environmental checklist.

CONTRACTOR will evaluate the project's greenhouse gas impacts, including consistency with applicable strategies intended to reduce such emissions.

## **Task 2: Administrative Draft Initial Study/Mitigated Negative Declaration**

CONTRACTOR will prepare an Administrative Draft IS/MND for County staff review that will evaluate the proposed project's impacts. The IS/MND format will include separate sections for discussion of each CEQA Guidelines Appendix G Environmental Checklist impact category, and it will be adequately supported by exhibits (including color GIS mapping, as appropriate). The IS/MND will evaluate project impacts against each question on the Appendix G Environmental Checklist and determine whether a potentially significant impact occurs that requires mitigation or if impacts would be less than significant and would not require mitigation. If potentially significant impacts are identified, CONTRACTOR will draft mitigation measures that would reduce the impact to a level of less than significant.

The following issues will be evaluated in the IS/MND:

- Aesthetics, Light, and Glare
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology, Soils, and Seismicity
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Utility Systems

### **Deliverables**

- One (1) electronic version (via email) of the Administrative Draft IS/MND to the County

## **Task 3: Draft Initial Study/Mitigated Negative Declaration**

Upon receipt of one consolidated set of County staff comments on the Administrative Draft IS/MND, CONTRACTOR will revise the document and prepare the Draft IS/MND for public release. CONTRACTOR will provide copies of the Draft IS/MND and the Notice of Completion to the State Clearinghouse to formally begin the 30-day public review process. (Alternately, if the County determines that only a 20-day local public review period is appropriate, CONTRACTOR will forego sending copies to the State Clearinghouse). CONTRACTOR will provide the County with hard copies and CDs of the Draft IS/MND

### **Deliverables**

- 15 hard copies of the Draft IS/MND (appendices on CD), 15 CDs of the Draft IS/MND and appendices, and one (1) electronic version (via email) of the Draft IS/MND to the County

- 15 Executive Summary hard copies of the Draft IS/MND, 15 CDs of the Draft IS/MND and appendices, and the Notice of Completion to the State Clearinghouse (if the 30-day review period is pursued)

#### **Task 4: Meeting and Management**

##### **Subtask 4.1: Meeting Attendance**

CONTRACTOR will meet by phone with County staff during the preparation of the IS/MND to discuss and resolve issues, develop strategies, and confirm next steps. This proposal and its associated budget cover attendance by CONTRACTOR's Project Manager at two (2) public meetings. A not-to-exceed budget has been established to cover meeting attendance. If County staff requests additional meeting attendance by CONTRACTOR staff, or if the amount of time involved in these meetings exceeds the initial budget allocation, CONTRACTOR will notify County staff of the additional costs and obtain authorization for the extra meeting time.

##### **Subtask 4.2: Project Management**

In addition to the research, analysis, communications, and report writing tasks described above, CONTRACTOR will perform a variety of project management duties to ensure that the IS/MND meets the County's standards of quality, and that it is delivered on time and within budget. These duties will include team supervision and coordination, oral and written communications with the applicant and County staff, project accounting, and quality assurance review by CONTRACTOR'S Project Director and Technical Editor of all deliverable products. These services also will include ongoing support to County staff, such as providing input to staff reports, regular schedule updates, and discussions of technical issues. This task assumes 20 hours of staff time.

**Attachment A of the original contract (Exhibit 1) is modified to amend the provisions under the heading, "Tasks Outside of Scope of Work" on page 6 of Attachment A, to read as follows:**

#### **Written Responses to Comments**

The CEQA Guidelines do not require lead agencies to prepare written responses to comments received on IS/MNDs. As such, CONTRACTOR'S scope of work does not include time or budget for preparing written responses to comments received by the County concerning the IS/MND. Should the County request that CONTRACTOR prepare written responses to comments, a separate scope and fee will be prepared.

### **Newspaper Noticing/Local Noticing**

CONTRACTOR assumes that County staff will be responsible for any public noticing related to the adoption of the IS/MND.

### **Findings of Fact**

CONTRACTOR assumes that the County's legal counsel will prepare the Findings of Fact to allow adoption of the IS/MND.

### **Notice of Determination Filing/Payment of Fees**

CONTRACTOR assumes that the applicant will file the Notice of Determination with the San Benito County Clerk's Office within five (5) business days of adoption of the IS/MND. The purpose of the Notice of Determination filing is to limit the legal challenge period to 30 days. If a Notice of Determination is not filed within five (5) business days of certification, the legal challenge period defaults to 180 days. CONTRACTOR assumes the applicant would be responsible for payment of the filing fees for the IS/MND in effect at the time of filing.

Attachment A of the original contract (Exhibit 1) is further modified to add the following table under the heading, "Schedule", immediately after the table labeled "Phase 3 – Addendum", as set forth in Attachment A. The additional table will read as follows:

### **Phase 4 – Initial Study/Mitigated Negative Declaration**

Task	Week
Receive Notice to Proceed	1
Submit Peer Review Memo(s)	3
<i>Prepare Updates to Technical Reports based on peer review</i>	<i>TBD</i>
Submit Administrative Draft IS/MND	6
County Comments on Administrative Draft IS/MND	8
Release Draft IS/MND for 30-day public review period	9
Public Meeting(s)	TBD

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

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

**New Scope of Services:**

(Insert new services.)

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

☐ The payment terms in the original contract (Exhibit 1) are not modified.

☒ The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☒ The payment terms are modified only as specified below:

**Modified or New Payment Terms:**

Paragraph B-3 of Attachment B to the original contract (Exhibit 1) is amended to add \$52,800.00 to the contract budget to increase the overall budget to \$104,300.00, as follows:

Original Contract \$ 51,400.00

Amendment #1: \$ 52,800.00

Total: \$104,300.00

Accordingly, Paragraph B-3 of Attachment B to the original contract (Exhibit 1) is hereby revised to read as follows:

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR:

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

☒ a total sum not to exceed \$104,300.00,

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



Attachment B-1 to the original contract (Exhibit 1) is hereby revised to add the following table below the table labeled "Phase 3 – Addendum", to read as follows:

#### Phase 4 – Initial Study/Mitigated Negative Declaration

Task	Fee
Peer Review – Air Quality (CONTRACTOR)	\$2,000
Peer Review – Biological Resources (CONTRACTOR)	\$2,000
Peer Review – Cultural Resources (CONTRACTOR)	\$2,000
Peer Review – Geotechnical and Hazardous Materials (Leighton and Associates, Inc.)	\$5,000
Peer Review – Transportation (Fehr & Peers)	\$7,500
Peer Review – Water (Balance Hydrologics, Inc.)	\$4,800
Peer Review – Sewer Study (CIVILTEC Engineering, Inc.)	\$3,500
Technical Study – Land Evaluation and Site Assessment Model	\$4,000
Technical Study – GHG Analysis	\$3,000
Administrative Draft IS/MND	\$10,000
Draft IS/MND	\$4,000
Management and Meetings	\$3,000
Direct Costs	\$2,000
<b>Total Professional Fee</b>	<b>\$52,800</b>

All other provisions of Attachment B to the original contract (Exhibit 1) 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**

Mary Bean  
Name/Title: Mary Bean, Vice-President

8/2/16  
Date

**COUNTY**

San Benito County Board of Supervisors

Robert Rivas  
Robert Rivas, Chair

8/9/16  
Date

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

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

Aug. 2, 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 First Carbon Solutions ("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 March 8, 2016, and end on Completion of the Scope of Work Identified in Attachment A, unless sooner terminated as specified herein.

2. **Scope of Services.**

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

3. **Compensation for Services.**

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

4. **General Terms and Conditions.**

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

5. **Insurance Limits.**

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

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

6. **Termination.**

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

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

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

8. Information about Contract Administrators.

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

Contract Administrator for COUNTY:

Name: Brent Barnes

Title: RMA Director

Address: 2301 Technology Parkway

Hollister, California 95023

Telephone No.: 831-636-4170

Fax No.: 831-636-4176

Contract Administrator for CONTRACTOR:

Name: Mary Bean

Title: Vice President

Address: 1350 Treat Boulevard, Suite 380

Walnut Creek, CA 94597

Telephone No.: (925) 357-2562

Email: mbean@fcs-intl.com

SIGNATURES

APPROVED BY COUNTY:



Name: Robert Rivas

Chair, Board of Supervisors

Date: 3/22/16

APPROVED BY CONTRACTOR:



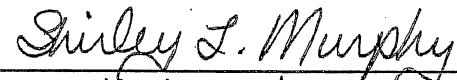
Name: Mary Bean

Title: Vice President

Date: 2.29.16

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



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

Date: March 15, 2016

## ATTACHMENT A

### SCOPE OF SERVICES

#### **Project Understanding**

The approximately 27.26-acre project site is located at 3061 Southside Road in unincorporated San Benito County, California. The project site is bounded by Southside Road (west), an agricultural property (north), a swale and undeveloped land (east), and rural residential uses (south). The project site contains an approximately 14-acre walnut orchard and is mapped as "Prime Farmland" by the California Department of Conservation Farmland Mapping and Monitoring Program. The project site also contains a grass pasture and two single-family residential structures. The Calaveras Fault crosses the project site. The project site is designated "Rural Urban" by the County of San Benito General Plan and zoned "R-1" by the San Benito County Zoning Ordinance.

The project applicant is proposing to subdivide the project site to create 84 single-family residential lots. Vehicular access would be taken from a single street connection to Southside Road. An interim emergency vehicle access would be installed at the northern property line and would provide restricted access for public safety providers in the event of an emergency. The project's internal circulation system is contemplated to connect to a future residential subdivision to the north, which would allow for a second point of vehicular access. The eastern portion of the project site would remain undeveloped and would serve as the setback area from the Calaveras Fault. The project application requires approval of a Tentative Subdivision Map.

The County's Request For Proposals dated December 23, 2015 indicated that the County is considering the use of CEQA Guidelines Section 15183 as the basis for environmental review. CEQA Guidelines Section 15183 applies to projects that are consistent with a Community Plan, General Plan, or Zoning, and is intended to streamline the environmental review process by only evaluating project-specific characteristics that are peculiar to the project, were not evaluated in a previous EIR, or may have a more severe impact that previously disclosed in the EIR.

In this case, the County's General Plan EIR is the applicable CEQA document against which the project will be evaluated. FCS will undertake the following tasks:

1. Consider the extent of analysis that occurred in the General Plan EIR and determine whether there are site-specific or project-specific issues that require additional analysis to ensure full disclosure and mitigation of impacts;
2. Document conclusions regarding whether additional analysis is required; and
3. Describe how any significant project impacts will be adequately mitigated based on the applicable mitigation measures set forth in the General Plan EIR (supplemented to the extent necessary with additional detail to ensure mitigation measures are implemented as envisioned in the General Plan EIR) as well as the application of other uniformly applied development policies and standards.

Accordingly, we have proposed a three-phase work plan. Phase 1 pertains to the preparation of a Memorandum identifying the key conclusions of the General Plan EIR and how the proposed project's characteristics and impacts compare to those conclusions. Phase 2 encompasses the technical studies that are anticipated to be necessary to support the CEQA document. (Note that the County has the discretion to select the technical studies it determines to be necessary for this purpose.) Finally, Phase 3 provides a scope of work for an Addendum that will contain a summary of the analysis and conclusions from Phases 1 and 2, and any additional analysis required to comply with CEQA. If a document other than an addendum is determined to be necessary, FCS can revise our scope of work accordingly.

### **Phase 1 –Memorandum**

#### **Task 1.A: Project Initiation**

FCS's Project Manager and other key team members will meet with County staff to clarify and confirm the project description, identify key contacts, discuss scheduling targets, and obtain copies of the County of San Benito General Plan, the General Plan EIR, and other relevant information. This task includes budget for a site visit at the project site.

#### **Task 1.B: Draft Memorandum**

FCS will prepare a Memorandum identifying the conclusions set forth in the County of San Benito General Plan EIR and how project characteristics and potential impacts compare to applicable policies and conclusions set forth in the General Plan EIR. The purpose of the memorandum is to confirm whether an addendum to the General Plan EIR, utilizing CEQA Section 15183 would satisfy the requirements for analysis of the project.

Using biological resources as an example, FCS will (1) determine whether the biological resources impacted by the project were previously disclosed in the General Plan EIR; and (2), if they have been disclosed, FCS will determine whether the mitigation measures contained in the General Plan EIR, or other uniformly applied development policies or standards from the General Plan or other documents or codes would substantially mitigate project impacts. The following CEQA topics will be evaluated in the Memorandum:

- Aesthetics, Light, and Glare
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology, Soils, and Seismicity
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Utility Systems

### **Deliverables**

- One (1) electronic version (via email) of the Draft Memorandum to the County of San Benito



**Task 1.B: Meeting with County Staff**

FCS will meet with the County to discuss the memorandum, including the evaluation of CEQA topics, and the conclusions regarding the applicability of CEQA Section 15183. If additional analysis is found to be necessary, FCS will discuss with the County the scope and extent of each technical study.

If FCS determines, based on the analysis conducted for the memorandum, that an addendum to the General Plan EIR using CEQA Section 15183 does not appear to be appropriate, FCS will discuss this with the County and will recommend an alternative course for review. (FCS would then revise the scope of work accordingly.)

**Task 1.C: Final Memorandum**

Following the meeting with County staff, and receipt of one set of County comments on the Draft Memorandum, FCS will revise the document to address the comments and submit the final memorandum to the County.

**Deliverables**

- One (1) electronic version (via email) of the Final Memorandum the County of San Benito

**Phase 2 – Technical Studies**

As noted in Task 1.B, FCS will discuss with the County whether any further technical analysis is required. Following the peer review in Task 2.A, FCS provides examples of additional technical analyses that are typically performed in evaluating a new subdivision. FCS will confirm with the County the specific scope and extent of any additional technical analysis before undertaking this Phase.

**Task 2.A: Technical Study – Peer Review of Technical Studies**

FCS will perform an initial review of the technical studies prepared by the applicant's consultants for completeness and adequacy for use in the CEQA document. The RFP included a biological constraints analysis, transportation impact study, and preliminary storm drain report; if additional studies are made available, FCS can provide an updated scope to fold them into this task. If the technical studies are deemed generally adequate, then FCS will perform a peer review to identify any specific data gaps or further recommendations. This information will be summarized for the County in a technical memorandum.

If FCS's initial review determines that any of the technical studies prepared by the applicant's consultants are not adequate for use in preparing the CEQA document, FCS will recommend to the County that our scope be amended to include preparation of new technical document(s).

**Task 2.B: Technical Study – Land Evaluation and Site Assessment Model**

If found necessary following the completion of Phase 1, FCS will obtain GIS data for Important Farmland, soils, and protected lands in the project vicinity and prepare maps identifying land classifications, soil classifications, and the zone of influence. Maps will be provided in color and identify the acreage of each relevant unit in the legend. Using GIS mapping, FCS will identify the scoring for the project site as it relates to various Land Evaluation and Site Assessment (LESA) Modeling categories, including project acreage, soil quality, water availability, and proximity of protected agricultural lands. FCS will sum the

relevant scores in accordance with LESA Model methodology and determine whether the proposed conversion of agricultural land to non-agricultural use constitutes a significant impact.

#### **Task 2.C: Air Quality / Greenhouse Gas Emissions Analysis**

If found necessary following the completion of Phase 1, FCS will provide an air quality and greenhouse gas assessment to support the environmental checklist. The proposed project would entail construction and operation activities that would emit air pollutants and greenhouse gas emissions. FCS will follow guidance presented by Monterey Bay Unified Air Pollution Control District (APCD) in its CEQA Air Quality Guidelines. FCS will use the APCD's CEQA Guidelines as the basis for assessing air quality and greenhouse gas emissions impacts, including the document's recommendations for analytical approaches, thresholds, and—if necessary—mitigation measures. FCS will document the project's components relative to the APCD's screening criteria and thresholds of significance to support the impact determinations. Emissions modeling methodology and assumptions, as well as model output, will be provided in an appendix to the environmental checklist.

If during the analysis, FCS finds that the project exceeds the APCD's screening criteria, a Health Risk Assessment may be required as additional work not included in this scope. A qualitative analysis will be provided for the criteria pollutants. FCS will use the most current version of the California Emissions Estimator Model (CalEEMod) at the time the analysis is prepared to quantify greenhouse gas emissions.

The analysis will include a discussion of odor impacts that can occur during construction and the types of uses that are known to be potential odor sources as described in the APCD's guidance that may require additional analysis or mitigation if proposed for the site. Finally, FCS will evaluate the project's greenhouse gas impacts, including consistency with applicable strategies intended to reduce such emissions.

#### **Task 2.D: Phase I Cultural Resources Assessment**

If found necessary following the completion of Phase 1, FCS will prepare a Phase I Cultural Resources Assessment that includes the following tasks.

##### **Task 2.D.1: Record Searches**

FCS will request a records search at the Northwest Information Center. The record search will include a review of the National Register of Historic Places (NRHP), the California Register of Historical Resources, the California Inventory of Historic Resources, the California Historical Landmarks, the California Points of Historical Interest listings, the Historic Property Data File, historic maps, and other pertinent historic data.

A letter will be sent requesting the Native American Heritage Commission (NAHC) search its Sacred Lands File and provide a list of interested Native American tribal members who may have additional information about the project area. On the basis of information received from the NAHC, a letter will be sent to specific tribal entities requesting additional information from them about the proposed project area.

##### **Task 2.D.2: Cultural Resource Field Survey**

A pedestrian field survey will be conducted for the Fay Major Subdivision project site by an FCS Project Archaeologist. Aerial photographs indicate that the project site contains at least two residential

structures; therefore, this scope of work assumes that a minimum of two structures will need to be recorded.

### **Task 2.D.3: Report Preparation**

FCS will prepare a Phase I Cultural Resources Assessment Report that will detail the results of the field investigation, record searches, and any resources discovered. The report will meet Office of Historic Preservation (OHP) standards for Phase I Cultural Resource studies. The Phase I Report will include recommendations for further study and/or mitigation within the project area, as needed.

### **Optional Site Recordation**

Although considered highly unlikely, if cultural resource sites or resources are found within the project area, and if completion of DPR site forms is required, the Optional Site Recordation Task will be utilized. The cost for recording individual sites depends on what is found, but \$300 is the minimum charge for recording previously unrecorded sites.

FCS cannot determine, prior to completion of the field survey, the need for recordation or the number of additional sites to be recorded; therefore, we have established the Optional Site Recordation task line.

### **Task 2.E: Technical Study – Noise Analysis**

If found necessary following the completion of Phase 1, FCS will prepare a noise analysis for the proposed project that will include analysis of potential short-term construction and long-term operational noise impacts to adjacent noise-sensitive receptors. The existing noise conditions at the project site will be documented through traffic noise modeling and ambient noise (up to three short-term measurements) to determine compatibility for the proposed type of development with the County's land use compatibility standards. The potential noise and vibration impacts associated with project construction will also be quantified, and mitigation measures consistent with best management practices will be included as needed. A quantitative assessment of noise impacts related to project-related vehicular trips will be performed, and mitigation measures to reduce any potential impacts will be identified as needed. This technical analysis for potential noise impacts will be directly incorporated into the environmental document and noise monitoring readouts and modeling data included in the appendices.

### **Phase 3 – Addendum**

If the County determines that the proposed project's impacts do not exceed what was previously disclosed in the County General Plan EIR or constitute the disclosure of new information known at the time of preparation of the General Plan EIR, FCS will prepare an Addendum in accordance with CEQA Guidelines Section 151583. (If the County determines that an addendum would not be the appropriate CEQA document, FCS will revise this scope of work accordingly.)

#### **Task 3.1: Administrative Draft Addendum**

FCS will prepare an Administrative Draft Addendum for County staff review that will evaluate the conclusions contained in the General Plan EIR. The Addendum format will include separate sections for discussion of each Environmental Checklist impact category, and it will be adequately supported by exhibits (including color GIS mapping, as appropriate). The Addendum will provide a conclusion at the

end of each topical section identifying whether the proposed changes alter any conclusions contained in the previous environmental document.

### **Deliverables**

- One (1) electronic version (via email) of the Administrative Draft Addendum to the County of San Benito

#### **Task 3.2: Final Addendum**

Following receipt of one set of compiled County comments on the Administrative Draft Addendum, FCS will complete revisions and prepare the final Addendum. It is anticipated that the Addendum would be included as attachment to the Staff Report for the Planning Commission and Board of Supervisors meetings at which the Fay Major Subdivision application would be considered. Pursuant to the CEQA Guidelines, the Addendum does not need to be circulated for public review.

### **Deliverables**

- Ten (10) hard copies (appendices on CD), one (1) reproducible master copy, and one (1) CD of the Addendum to the County of San Benito.

#### **Task 3.3: Meeting Attendance**

FCS will meet by phone with County staff during the Addendum preparation process to discuss and resolve issues, develop strategies, and confirm next steps. This proposal and its associated budget cover attendance by FCS's Project Manager at two (2) public meetings. A not-to-exceed budget has been established to cover meeting attendance. If County staff requests additional meeting attendance by FCS staff, or if the amount of time involved in these meetings exceeds the initial budget allocation, FCS will notify County staff of the additional costs and obtain authorization for the extra meeting time.

#### **Task 3.4: Project Management**

In addition to the research, analysis, communications, and report writing tasks described above, FCS will perform a variety of project management duties to ensure that the Addendum meets the County's standards of quality, and that it is delivered on time and within budget. These duties will include team supervision and coordination, oral and written communications with the applicant and County staff, project accounting, and quality assurance review by FCS's Project Director and Technical Editor of all deliverable products. These services also will include ongoing support to applicant and County staff, such as providing input to staff reports, regular schedule updates, and discussions of technical issues. This task assumes 20 hours of staff time.

#### **Tasks Outside of Scope of Work**

Below are tasks FCS has identified as being outside of its scope of work for the proposed project.

### **Written Responses to Comments**

CEQA Guidelines Section 15164(c) states that Addendums do not need to be circulated for public review. As such, FCS's scope of work does not include time or budget for preparing written responses to

comments received by the County of San Benito concerning the Addendum. Should the County request that FCS prepare written responses to comments, a separate scope and fee will be prepared.

### **Newspaper Noticing/Local Noticing**

FCS assumes that County staff will be responsible for any public noticing related to the adoption of the Addendum.

### **Findings of Fact**

FCS assumes that the County's legal counsel will prepare the Findings of Fact (if necessary) to allow adoption of the Addendum.

### **Notice of Determination Filing/Payment of Fees**

FCS assumes that County staff or the applicant will file the Notice of Determination (if applicable) with the San Benito County Clerk's Office within five (5) business days of adoption of the Addendum. The purpose of the Notice of Determination filing is to limit the legal challenge period to 30 days. If a Notice of Determination is not filed within five (5) business days of certification, the legal challenge period defaults to 180 days. In the event fees are required, this scope of work assumes the County or applicant would be responsible for payment thereof.

## **Schedule**

### **Phase 1 - Memorandum**

FCS has prepared the following schedule identifying the timing of each task.

Task	Week
Receive Notice to Proceed	1
Submit Draft Memorandum	4
Received County Comments on Draft Memorandum	5
Submit Final Memorandum	6

### **Phase 2 - Technical Studies**

FCS has prepared the following schedule identifying the timing of each task.

Task	Week
Receive Notice to Proceed	1
Submit results of initial scan of applicant-prepared technical studies to County Memorandums to County	2
Submit Peer Review Memorandums to County	4
Submit Draft Technical Studies to County (if required)	7
Receive County Comments on Draft Technical Studies (if required)	9

Submit Final Technical Studies to County (if required)	11
--	----

### Phase 3 – Addendum

FCS has prepared the following schedule identifying the timing of each task.

Task	Week
Submit Administrative Draft Addendum to County (assuming no additional technical analysis is required)	8
Receive County Comments on Administrative Draft Addendum	10
Submit Final Addendum and Mitigation Monitoring and Reporting Program to County	11
Meetings	To Be Determined

Any fee projections in this Agreement are for general budgeting purposes only. Actual fees may be less or but no more than the projections unless approved by COUNTY Contract Manager. Payment shall be due within 30 days of your receipt of the invoice.

## 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 \$ 51,500.

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: (See Attachment B-1 and the Following)

- A. Disputed invoices shall be returned within 15 days of receipt of the invoice with a clear description of the nature of the dispute.
- B. Invoices shall be prepared and submitted with Task Work Tracking. Invoices shall be submitted with the following back up:
  - a. Task Cost Accounting- itemized by assigned staff and hourly rate
  - b. Task Progress Reports - itemized by sub-task work; budget vs. actual

END OF ATTACHMENT B



## **ATTACHMENT B-1**

### **Cost Proposal**

#### **Phase 1 - Memorandum**

FCS has prepared the following budget identifying the costs of each task.

Task	Fee
Project Initiation	\$2,000
Draft Memorandum	\$6,000
Final Memorandum	\$2,000
<b>Total FCS Professional Fee</b>	<b>\$10,000</b>

#### **Phase 2 – Technical Studies**

FCS has prepared an estimated cost for each of the potential tasks. FCS will confirm the need for these studies with the County following preparation of the memorandum in Phase 1.

Task	Fee
Initial scan and Peer Review of Applicant's Technical Studies	\$3,000
Technical Study – Land Evaluation and Site Assessment Model	\$4,000
Technical Study – Air Quality/GHG Analysis	\$6,500
Technical Study – Phase I Cultural Resources Assessment	\$6,500
Technical Study – Noise Analysis	\$6,500
<b>Total FCS Professional Fee</b>	<b>\$26,500</b>

#### **Phase 3 – Addendum**

FCS has prepared the following budget identifying the costs associated with preparing an addendum.

Task	Fee
Administrative Draft Addendum	\$8,000
Final Addendum	\$2,000
Meeting Attendance	\$2,000
Project Management	\$3,000
<b>Total FCS Professional Fee</b>	<b>\$15,000</b>

## Assumptions

The assumptions used in calculating the above fees are:

The fee is valid for up to 30 days from the date of this scope, after which it may be subject to revision.

This price is based upon completion of the work within the proposed schedule. If delays occur, an amendment of the price would be warranted to accommodate additional project management and other costs, and to reflect adjustments for updated billing rates.

Costs have been allocated to tasks, based upon FCS's proposed approach. During the work, FCS may, on its sole authority, re-allocate costs among tasks, as circumstances warrant, so long as the adjustments maintain the total price within its authorized amount.

The FCS Project Manager will be the primary representative at the project meeting and public hearing.

## Scope of Work Modifications

FCS assumes a stable and complete project description and project plan set at project initiation. In the event the project description and/or scope of work change to a degree that alters the fee estimate, FCS will contact the applicant team or County staff in writing to submit a revised fee for mutual agreement, and a contract amendment will be processed. Requests for additional work will be documented, and a completion timetable and estimated fee will be submitted for applicant team or County approval.

## ATTACHMENT C

### General Terms and Conditions

#### C-1. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **C-8. INDEPENDENT CONTRACTOR.**

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

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

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

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

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

#### **C-11. NONDISCRIMINATION.**

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

#### **C-12. BANKRUPTCY.**

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

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

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

**C-14. NEGOTIATED CONTRACT.**

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

**C-15. SEVERABILITY.**

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

**C-16. ENTIRE CONTRACT.**

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

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

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

**C-18. TERMINATION.**

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

**C-19. NOTICES.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

**C-29. COUNTERPARTS.**

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

**END OF ATTACHMENT C.**



## **SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM**

Mark Medina  
District No. 1

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: 3/28/2017**

**DEPARTMENT: RESOURCE MANAGEMENT AGENCY**

**DEPT HEAD/DIRECTOR: B. Barnes**

**AGENDA ITEM PREPARER: G. Cochran**

**SBC DEPT FILE NUMBER: 790**

**SUBJECT:**

**RESOURCE MANAGEMENT AGENCY**

Approve paying the County's Share of CalPers Contributions for a temporary Senior Planner in the Resource Management Agency.

SBC FILE NUMBER: 790

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The Resource Management Agency has 3.0 FTE vacancies within its professional planning staff which contributes to a backlog of General Plan implementation projects, reduces opportunities for preparing grant applications and increases potential exposure to litigation for non-compliance with state mandates. The Agency is in the process of recruiting and interviewing to fill those vacancies, however, in the meantime, temporary assistance is needed to avoid additional work slowdowns/stoppages. It is anticipated that this need will be short term and the need for this staffing will end once the RMA's planner positions are filled, staff is trained, and the Agency has a full component of professional staff.

The Agency has located an individual who is willing to work in a temporary capacity as a Senior

Planner during this interim period, however, that individual is an active member of CalPERS which would require that the RMA contribute the department's required county share of CalPERS retirement contributions for the hours that this individual works for the Agency. In accordance with the County's Personnel Rules, such an action requires Board approval. This proposed action also has been discussed and reviewed with Human Resources and the County Administrator's office who are in concurrence with this recommendation.

This expenditure, which will be less than \$3,000 will be funded with the available salary savings in the Resource Management Agency and does not require a budget augmentation.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

Less than \$3,000

**STAFF RECOMMENDATION:**

Approve paying the County's contribution to CalPERS for the temporary Senior Planner in the Resource Management Agency.

**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: 20.**

**MEETING DATE: 3/28/2017**

**DEPARTMENT: AGRICULTURAL EXTENSION**

**DEPT HEAD/DIRECTOR: Lynn Schmitt-McQuitty**

**AGENDA ITEM PREPARER: Lynn Schmitt-McQuitty**

**SBC DEPT FILE NUMBER: 3**

**SUBJECT:**

**AGRICULTURAL EXTENSION - L. SCHMITT-McQUITTY**

FY 2015-2016 Department Accomplishments Presentation.

SBC FILE NUMBER: 3

**AGENDA SECTION:**

REGULAR AGENDA

**BACKGROUND/SUMMARY:**

University of California Cooperative Extension presentation on FY 2015- 2016 accomplishments.

**BUDGETED:**

No

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:****STAFF RECOMMENDATION:**

Receive presentation of the FY 2015-2016 Accomplishments from the Agricultural Extension Department.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
Ag Extension 3-28-17 Board Presentation	3/17/2017	Cover Memo

# **University of California Cooperative Extension San Benito County**

## **Board of Supervisors Presentation March 28, 2017**

Lynn Schmitt-McQuitty  
Director/Youth Development Advisor

# What is UC ANR?

The University of California's Division of Agriculture and Natural Resources is the bridge between local issues and the power of UC Research. ANR's advisors, specialists and faculty bring practical, science-based answers to Californians.

- 288 Cooperative Extension advisors and specialists
- 57 local offices throughout California with 173 advisors
- 115 Cooperative Extension specialists, most based on UC campuses
- 9 Research and Extension Centers
- 8 statewide programs and 2 institutes
- 700 academic researchers in 40 departments at 3 colleges and 1 professional school:
  - UC Berkeley College of Natural Resources
  - UC Davis College of Agricultural and Environmental Sciences
  - UC Davis School of Veterinary Medicine
  - UC Riverside College of Natural and Agricultural Sciences



# UC Expertise in San Benito County

## **San Benito County Based Academics and Staff:**

1. Jenny Gomer: Administrative Assistant\*
2. Julie Katawicz: 4-H Youth Program Representative
3. Devii Rao: Area Livestock and Natural Resources Advisor
4. Lynn Schmitt-McQuitty: Director & 4-H Youth Development Advisor

## **Monterey County Based Academics**

5. Larry Bettiga: Viticulture Farm Advisor
6. Michael Cahn: Irrigation and Water Resources Farm Advisor
7. Maria de la Fuente: Mushrooms & Compost Farm Advisor
8. Richard Smith: Vegetable Production & Weed Science Farm Advisor
9. Shimat Villanassery: Entomology IPM Advisor

## **Santa Cruz County Based Academics**

11. Mark Bolda: Strawberry & Caneberry Farm Advisor
12. Laura Tourte: Farm Management and Small Farms Advisor

## **Santa Clara County Based Academics**

13. Aparna Gazula: Small Farms Advisor

# The Power of UC Research in San Benito County

## Natural Resources, Livestock, and Range: Devii Rao

Tumbleweed is an invasive plant that can take over large areas of rangeland in the drier parts of the Central Coast. UCCE is working with local ranchers to test multiple tumbleweed control strategies. This project will provide ranchers with an integrated pest management (IPM) approach to control tumbleweed which will increase forage quantity, decrease money spent on hay, and potentially increase the number of cattle that can graze on the land.



# The Power of UC Research in San Benito County



## **Sustainable Agriculture: Mark P. Bolda**

Now that the pre-plant soil fumigant methyl bromide is no longer usable by the strawberry and caneberry industries of California, growers are faced with the challenge of managing soil borne pathogens, weeds, and insects with it. UC Cooperative Extension on the Central Coast is taking the lead in formulating an integrated management plan incorporating novel materials and methods so that growers may continue to thrive despite the absence of an input they have depended on for decades.



# The Power of UC Research in San Benito County



## Youth Development: Lynn Schmitt-McQuitty

Since 2013, 465 Elementary students, 75 high school teens and 34 professional staff on the central coast have participated in the National 4-H Mentoring Project which has led to over 3000 mentoring hours aimed at introducing youth to science and building positive relationships. Ninety percent of mentees ranked support from their mentor as high relative to supporting their academic achievement goals, therefore suggesting that mentors play an important role in creating a positive learning environment where learning, exploration, and investigation can happen.

# The Power of UC Research in San Benito County

## Production Agriculture: Maria de la Fuente

The central coast has a combined agricultural production value of over \$4.84 billion dollars. UCCE effects the livelihood of agricultural producers by reducing their risk and by advising them against loss due to invasive and endemic weeds, pests, and diseases. This is done through over 100 funded research projects, producing an excess of 125 publications, investing more than 200 hours on clientele education and providing 1,900 diagnostic determinations and recommendations annually.



# UC Fueling the San Benito County Economy: FY 2015-2016

Fund Source		\$	%
<b>1. University Support</b>			
	ANR General Funds	\$175,918.	5%
	ANR Endowment Funds	\$84,515.	3%
	Federal Funds	\$34,249.	1%
	Other Revenue	\$27,701.	.8%
	Statewide CE Support	\$572,669.	18.2%
	Sub Total	\$895,051	28%

# UC Fueling the San Benito County Economy: FY 2015-2016

Fund Source		\$	%
<b>2. San Benito Based Advisor-Generated Support</b>			
	Contracts and Grants	\$190,402.	6%
	Gift and Endowment Funds	\$2,200.	.06%
	Other Revenue	\$57,586.	1.94%
	Sub Total	\$250,188.	8%



# UC Fueling the San Benito County Economy: FY 2015-2016

Fund Source		\$	%
<b>3. Cross County Advisor-Generated Support</b>			
	Nitrogen and Irrigation Research	\$42,194.	1.33%
	Pepper Weevil Research	\$10,000.	.31%
	Vegetable Crops and Weed Science Research	\$15,000.	.47%
	Sub Total	\$67,194.	2.11%
<i>Research dollars secured by UC advisors housed in other counties spent in San Benito County</i>			

# UC Fueling the San Benito County Economy: FY 2015-2016

Fund Source		\$	%
<b>4. 4-H Youth Development Program*</b>			
	Volunteer Hours	\$23,000.	.70%
	4-H Community Clubs	\$41,091.	1.3%
	San Benito County 4-H Council	1,800,000.	57%
	Sub Total	\$1,864,091.	59%

# UC Fueling the San Benito County Economy: FY 2015-2016

Fund Source		\$	%
<b>5. County Support</b>			
	Direct Support	\$71,716.	2.7%
	Indirect Support	\$9,700.	.30%
	Sub Total	\$81,416.	3%

*\* Cooperative Extension has 57 county-based offices in California. San Benito County ranks 56<sup>th</sup> in their budget allocations to Cooperative Extension.*

# UC Fueling the San Benito County Economy: FY 2015-2016

Fund Source	\$	%
1. University Support	\$895,051.	28%
2. San Benito Based Advisor-Generated Support	\$250,188.	8%
3. Cross County Advisor-Generated Support	\$67,194.	2%
4. 4-H Youth Development Program*	\$1,864,091.	59%
5. County Support	\$81,416.	3%
<b>Total FY 2015-2016 Budget</b>	<b>\$3,157,940.</b>	<b>100%</b>

# Questions?

Lynn Schmitt-McQuitty  
UCCE San Benito County  
3228 Southside Rd.  
Hollister, CA. 95023  
831-637-5346

<http://cesanbenito.ucanr.edu>



**University of California**  
Agriculture and Natural Resources

Cooperative Extension

**Office Hours of Operation:**  
Wednesday: 8:30 am - 5:00 pm  
Thursday: 8:30 am - 5:00 pm  
Friday: 8:30 am – 5:00 pm



**University of California**  
Agriculture and Natural Resources

4-H Youth Development Program

**University of California**  
Agriculture and Natural Resources



## **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: 3/28/2017**

**DEPARTMENT: COUNTY ADMINISTRATION OFFICE**

**DEPT HEAD/DIRECTOR: Ray Espinosa**

**AGENDA ITEM PREPARER: Chase Graves**

**SBC DEPT FILE NUMBER: 119**

**SUBJECT:**

**COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

The Board of Supervisors has directed staff to give a monthly update on the following topics: roads, fire station, jail expansion project and homeless shelter in San Benito County. A representative(s) from each of the respective departments will give a report to the Board each month in order for the Board to stay informed about these pertinent issues in San Benito County.  
SBC FILE NUMBER: 119

**AGENDA SECTION:**

REGULAR AGENDA

**BACKGROUND/SUMMARY:**

The topics of roads, the new fire station, the jail project and the homeless shelter are some of the most pressing issues in San Benito County. The Board of Supervisors has directed staff to provide a monthly update on these topics so that they may stay apprised of any issues surrounding these topics as well as hold discussion of these topics and provide an opportunity for public comment.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Receive monthly reports on the state of roads, the new fire station, the new jail project and the new homeless shelter from the respective department representative(s).

**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: 22.**

**MEETING DATE: 3/28/2017**

**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**

Receive update from staff and the ad hoc committee regarding the marijuana cultivation ordinance. Discussion of current status of interim urgency ordinance & development of a new marijuana cultivation ordinance; discussion of annual Federal Budget appropriations, enforcement of existing San Benito County ordinance, and future actions to be taken under existing interim ordinance regarding applications for extended amortization periods. Provide direction to staff.  
SBC FILE NUMBER: 160

**AGENDA SECTION:**

REGULAR AGENDA

**BACKGROUND/SUMMARY:**

**Introduction:**

Today's board report will address the following issues:

- a. Current status of interim urgency ordinance regarding marijuana cultivation
- b. Current status of development of a new marijuana cultivation ordinance

- c. Summary of effect of annual Federal Budget appropriations
- d. Summary of ability to criminally enforce existing San Benito County ordinance
- e. Receive direction from the Board of Supervisors regarding future actions to be taken under existing ordinance.

#### **A. Current Status of Interim Urgency Ordinance**

The current ordinance was adopted September 27, 2016 for a 45 day period of time. It was extended on November 8, 2016 for an additional 10 months, fifteen days. It remains in effect through September 23, 2017. On or before September 23, 2017, by 4/5 vote, the Board may extend the ordinance for an additional 12 months.

#### **B. Current status of development of a new marijuana cultivation ordinance**

Below is a high level summary of the Board's actions to date regarding development of a cultivation action.

##### September 22, 2015 – consideration of proposed cultivation ordinance

The proposed cultivation ordinance would have prohibited outdoor cultivation of marijuana and restricted indoor cultivation to no more than 12 plants on any premises. The ordinance also contains a limited immunity section, with a registration process, to allow a 2 year amortization period for existing cultivation sites. Introduction of the ordinance was made, and the matter continued to October 6, 2015 for adoption.

##### October 6, 2015

On October 6, 2015, the matter was referred back to the committee for further study.

##### December 9, 2015

Public Meeting on future marijuana cultivation ordinance held by the Ad Hoc Committee.

##### October 6, 2015-September 27, 2016:

Continued work on draft cultivation ordinance and draft urgency ordinance.

##### September 27, 2016:

Approval of 45 day urgency interim ordinance.

##### November 8, 2016:

Public Hearing to Urgency Interim Ordinance an additional 10 months, 15 days.

##### January 10, 2017:

Appointment of new ad hoc subcommittee.

##### Feb. 15, 2017

Approval of contract with consultant Pinnacle Strategy, staffed by Victor Gomez, to help facilitate County developing new cultivation ordinance

##### February 18, 2017

Presentation by Pinnacle Strategy at Board Retreat.

#### **C. Effect of Annual Federal Budget Appropriations**

On August 16, 2016, the 9<sup>th</sup> Circuit Federal Court of Appeals held in the case *United States of America v. Steve McIntosh, et. al.* 833 F.3d 1163, that the Consolidated Appropriations Act, 2016, Pub. L. No. 114-113, § 542 **prohibits DOJ from spending funds from relevant appropriations acts for the prosecution of individuals who engaged in conduct permitted by the State Medical Marijuana Laws and who fully complied with such laws:**

.. If DOJ wishes to continue these prosecutions, Appellants are entitled to evidentiary hearings to determine whether their conduct was completely authorized by state law, by which we mean that they strictly complied with all relevant conditions imposed by state law on the use, distribution, possession, and cultivation of medical marijuana. . .

The Court further noted that:

“§ 542 does not provide immunity from prosecution for federal marijuana offenses...The federal government can prosecute such offenses for up to five years after they occur. See 18 U.S.C. § 3282. Congress currently restricts the government from spending certain funds to prosecute certain individuals. But Congress could restore funding tomorrow, a year from now, or four years from now, and the government could then prosecute individuals who committed offenses while the government lacked funding. Moreover, a new president will be elected soon, and a new administration could shift enforcement priorities to place greater emphasis on prosecuting marijuana offenses. Nor does any state law "legalize" possession, distribution, or manufacture of marijuana. Under the *Supremacy Clause of the Constitution*, state laws cannot permit what federal law prohibits. *U.S. Const. art VI, cl. 2*. Thus, while the CSA remains in effect, states cannot actually authorize the manufacture, distribution, or possession of marijuana. Such activity remains prohibited by federal law.

In short, to the extent that the congress continues to put similar language in each annual budget appropriation, the DOJ will continue to be restricted from spending money to prosecute cultivators' whose conduct is completely authorized by state law. Potentially there may be more enforcement of recreational marijuana in the future under President Trump; however, whether this is true and to what degree enforcement could occur is unknown at the present time.

#### **D. Summary of ability to criminally enforce existing San Benito County ordinance**

The enforcement section of the County's current ordinance states:

##### **11.15. 090 - ENFORCEMENT**

(A) *Violation; criminal penalties.* The County may enforce this ordinance through all lawful provisions set forth in State Law and the San Benito County Code, including but not limited to the prosecution of a civil action, including an action for injunctive relief. The remedy of injunctive relief may take the form of a court order, enforceable through civil contempt proceedings, prohibiting the maintenance of the violation of this Ordinance or requiring compliance with other terms. Additionally, failure to abate a notice of violation may also be enforceable criminally, to the extent allowed by the County Code and State law. **However, notwithstanding the foregoing, violation of this Ordinance does not constitute a misdemeanor or infraction.**

(B) *Violation; public nuisance.* Any violation of this chapter is unlawful and a public nuisance and shall be abated, eliminated and enjoined as provided in Chapter 1.03 of this code, and/or as may be allowed by State Law.

(C) *Administrative citation.* Any person violating any provisions of this article may be

issued an administrative citation as set forth in Chapter 1.04 of this Code, except that notwithstanding Section 1.04.005, any nuisance as described in this chapter may be subject to an administrative penalty of up to one thousand dollars per day. The administrative penalty may be imposed via the administrative process set forth in Chapter 1.04, as provided in Government Code Section 53069.4, or may be imposed by the court if the violation requires court enforcement without an administrative process.

(D) *Remedies; cumulative.* Except as otherwise provided by law, the remedies for violation(s) of this Chapter shall be cumulative and not exclusive. Nothing in this chapter is intended or shall be deemed or construed to limit or impair the ability of the county, or any of its officers, agents or employees, to take any administrative or judicial action, otherwise authorized by law, to abate any public nuisance.

It is noted that the provisions of subdivision (A) was similar to the San Luis Obispo County ordinance:

... by the prosecution of a civil action, including an action for injunctive relief. The remedy of injunctive relief may take the form of a court order, enforceable through civil contempt proceedings, prohibiting the maintenance of the violation of this Ordinance or requiring compliance with other terms. **Notwithstanding the foregoing, violation of this Ordinance does not constitute a misdemeanor or infraction.**

Both ordinances were drafted as a result of the 2015 California Court of Appeals' ruling:

We conclude the CUCSA and the MMP's prohibition of arrests manifest the Legislature's intent to fully occupy the area of criminalization and decriminalization of activity directly related to marijuana. As a result, the criminalization provision in County Code section 10.60.080, subdivision A is "in conflict with" and thus preempted by the CUCSA and subdivision (e) of section 11362.71. (Cal. Const., art. XI, § 7.) Alternatively, the criminalization provision is void because it is not "consistent with" the MMP as required by subdivision (c) of section 11362.83. Consequently, Kirby has stated a cause of action for the preemption of the part of County Code section 10.60.080, subdivision A that provides a person violating the ordinance is "guilty of a misdemeanor and subject to the penalties as set forth in chapter 1.12."

As to the scope of this cause of action, we conclude it does not provide a basis for invalidating the entire ordinance because the ordinance's severability provision expresses the intent that the invalidity of any part shall not affect the validity of any other part of the ordinance. (County Code, § 10.60.090.) Thus, the **only provision subject to invalidation under this legal theory is the provision classifying violations of the ordinance as misdemeanors.** (Cf. Kelly, supra, 47 Cal.4th at pp. 1048–1049 [§ 11362.77 invalidated only to the extent of its unconstitutional application; lower court erred in voiding § 11362.77 in its entirety].) **To further explain the scope of the cause of action stated by Kirby, we note the possibility that failing to abate a public nuisance involving the cultivation of medical marijuana might be prosecuted as a misdemeanor. This indirect criminal sanction is not preempted because the failure to abate a public nuisance after notice is recognized as a separate crime by the Legislature. (See Pen. Code, § 373a [person who allows a public nuisance to exist on his or her property after reasonable notice in writing is guilty of a misdemeanor]; see also Health & Saf. Code, § 11362.83, subd. (b).)**

Kirby v. County of Fresno, 242 Cal. App. 4th 940 (Cal. App. 5th Dist. 2015)

However, in the future it will be necessary reevaluate the potential of criminal prosecution of violations of the County's permanent marijuana ordinance due to evolving case and statutory law. It is noted that the ban in *Kirby* was an *absolute* ban on marijuana cultivation and was deemed to conflict with state law.

**E. Receive Information from Ad Hoc Committee and Provide Direction to Staff**

The Ad Hoc Committee will present to the Board recommendations. Issues that may be addressed include, but are not limited to: future meetings of the Ad Hoc Committee and/or whether hearings should be scheduled regarding the applications that have been received for an extended amortization period.

The current interim ordinance cannot be enforced against any cultivator who has filed a request for amortization until that request has been resolved

“The County shall not take any action to enforce this Ordinance against any owner or operator of an existing facility if an application for an Extended Amortization Period has been filed in compliance with this Section and the application has not expired, or final action to deny the application has not occurred.”

(Section 11.15. 120, subdivision E).

The Board is required to hold at least one noticed public hearing on the application. At that time, the Board shall approve, conditionally approve or deny the request. Notice of the hearing must be published in a newspaper of general circulation and mailed to all persons and entities within 300 feet of the property. The hearing shall be held within 180 days of the determination that the application is complete. For good cause, the Board of Supervisors may delay the holding of the hearing for an additional 180 days.

At this time, the Board may determine to set the hearings, or direct staff to provide notice to the applicants that this matter will be scheduled before the Board of Supervisors to determine whether to extend the hearings for an additional 180 days due to the development of a new cultivation ordinance.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

1. Provide staff direction as to whether to set formal hearings on the amortization requests, or whether to schedule this matter before the Board of Supervisors to determine whether good cause exists to extend those hearings by an additional 180 days due to the fact that the County of San Benito is currently devising a revised cultivation ordinance, and direct staff to provide notice to the applicants of the same.
2. Provide other direction to staff.

**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: 23.**

**MEETING DATE: 3/28/2017**

**DEPARTMENT: RESOURCE MANAGEMENT AGENCY**

**DEPT HEAD/DIRECTOR:**

**AGENDA ITEM PREPARER:**

**SBC DEPT FILE NUMBER: 142**

**SUBJECT:**

**RESOURCE MANAGEMENT AGENCY**

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:**

Received update from Kathleen Gallagher.

**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: 25.**

**MEETING DATE: 3/28/2017**

**DEPARTMENT: COUNTY COUNSEL**

**DEPT HEAD/DIRECTOR:** Matthew W. Granger, County Counsel

**AGENDA ITEM PREPARER:** Barbara Thompson, Acting Assistant County Counsel

**SBC DEPT FILE NUMBER:** 235.6

**SUBJECT:**

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

Subdivision (a) and (d)(1) of Government Code section 54956.9

Name of Case:

Cynthia Pettie and Robert Pettie v. County of San Benito, Superior Court of California, County of San Benito, Case No. CU-15-00121.

SBC FILE NUMBER: 235.6

**AGENDA SECTION:**

CLOSED SESSION

**BACKGROUND/SUMMARY:**

**CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Subdivision (a) and (d)(1) of Government Code section 54956.9

Name of Case:

Cynthia Pettie and Robert Pettie v. County of San Benito, Superior Court of California, County of San Benito, Case No. CU-15-00121.



**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: 26.**

**MEETING DATE: 3/28/2017**

**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: 27.**

**MEETING DATE: 3/28/2017**

**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: 28.**

**MEETING DATE: 3/28/2017**

**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





## **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:** 3/28/2017

**DEPARTMENT:**

**DEPT HEAD/DIRECTOR:**

**AGENDA ITEM PREPARER:**

**SBC DEPT FILE NUMBER:**

**SUBJECT:**

Adjourn to the next regular meeting of Tuesday, April 11, 2017.

**AGENDA SECTION:**

Next Meeting Date/Time

**BACKGROUND/SUMMARY:**

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

**ADDITIONAL PERSONNEL:**