

# 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-

September 12, 2017 - 9:00 AM

### Board of Supervisors

Jaime De La Cruz

Board Chairman

District No. 5

Anthony Botelho

Vice-Chair

District 2

Mark Medina

District 1

Robert Rivas

District 3

Jerry Muenzer

District 4



## SAN BENITO COUNTY BOARD OF SUPERVISORS

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

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

### **REGULAR MEETING AGENDA - September 12, 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

#### **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.)*

1. **CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL -**



**ANTICIPATED LITIGATION**

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

Number of cases: 1

Facts and Circumstances Justifying Closed Session: Traffic Accident on Fairview Road occurring on or about September 2, 2017.

SBC FILE NUMBER: 235.6

2. **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

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

Initiation of litigation pursuant to subdivision (d)(4) of Government Code Section 54956.9

Number of Cases: 2

SBC FILE NUMBER: 235.6

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

Significant Exposure to litigation pursuant to Section 54956.9: Number of Cases: (1)

Closed session is authorized by Section 54956.9(d)(2), (e)(1).

SBC FILE NUMBER: 235.6

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

Subdivisions (a) and (d)(1) of Section 54956.9

Name of Case: John Eade, et. al. v. County of San Benito, et. al, California Superior Court for the County of San Benito, Case No. CU-16-00065.

SBC FILE NUMBER: 235.6

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

Agency designated representatives: Dania Torres-Wong, Ray Espinosa, Joe Paul Gonzalez, Melinda Casillas, Georgia Cochran, Barbara Thompson, Steve Coffee

Employee Organizations:

Institutions Associations

Law Enforcement Management

Management Employees' Group

SEIU Local 521 (General Unit Employees)

SEIU Local 2015 (IHSS)

Deputy Sheriffs Association

Confidential

Confidential Management

Department Heads

Unrepresented Employees

Authority: California Government Code Section 54957.6

SBC FILE NUMBER: 235.6

- c. **Presentations and Recognitions**
- 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.*

### **7. AGRICULTURAL COMMISSIONER - K. OVERSTREET**

Approve State contract, 17-0213-011-SF, for Sudden Oak Death regulatory activities, from July 1, 2017 through June 30, 2018, total contract value is \$759.35.

SBC FILE NUMBER: 1.1

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

Discuss and approve allocation of Community Based Organizations budget for FY 17/18.

SBC FILE NUMBER: 865

### **9. COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

Approve FTE 16/17 Budget Adjustments due to final salary and benefits postings.

SBC FILE NUMBER: 865

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

Approve the allocation of Economic Development Funds for FY 17/18.

SBC FILE NUMBER: 865

### **11. COUNTY ADMINISTRATION OFFICE - R ESPINOSA**

Receive report regarding allocation of FY 16/17 District funds.

SBC FILE NUMBER: 865

### **12. COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

Approve contract with UC Regents for Ag Extension Division, in the amount of \$30,000 for the period of July 1, 2017 through June 30, 2018.

SBC FILE NUMBER: 865

### **13. COUNTY ADMINISTRATIVE OFFICE - R. ESPINOSA**

Approve class specification and salary range for Permit Technician and amend the County's class title and pay plan.

SBC FILE NUMBER: 630

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

Levying of Taxes & Direct Assessments for the FY 2017-2018.

1. Set and pass the FY 2017/2018 Tax Rates, Debt Service Rates and Direct Assessment Charges;
2. Authorize the levy of these rates against the taxable secured property within the county, which is subjected to each rate;
3. Adopt the resolution, which sets and approves the FY 2017/2018 tax rates as shown on Appendix A, attached and authorize the Chair to sign;
4. Approve the collection fee allowed by Section 29142 as described.

SBC FILE NUMBER: 608

RESOLUTION NO: 2017-90

15. **COUNTY LIBRARY - N. CONTE**

The San Benito County Free Library requests Board approval to take the bookmobile to attend, as an exhibitor, the San Benito County Fair at Bolado Park September 28, 2017 through October 1st, 2017.

SBC FILE NUMBER: 80

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

Approve purchase of vehicle for the Victim Witness Assistance Program.

The entire purchase price of the vehicle is paid for through Victims of Crime Act (VOCA) funds made available to the Victim Witness Assistance Program from the granting agency, CalOES.

SBC FILE NUMBER: 165

17. **EMERGENCY MEDICAL SERVICES - K. O'NEIL**

Accept the responsive quote received on or about July 13, 2017 from Allied 100, LLC and approve the purchase; approve budget augmentation for, 30 Automatic External Defibrillator ("AED") units from Allied 100, LLC for use in Public Facilities, in an amount not to exceed \$30,260.21. (4/5 vote)

SBC FILE NUMBER: 1068

18. **HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGWORD**

Adopt Resolution to close San Benito County Public Health Services Division offices to provide a workforce team for the mass influenza vaccination clinic/emergency preparedness exercise on October 26, 2017.

SBC FILE NUMBER: 420

RESOLUTION NO: 2017-91

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

Approve Memorandum of Understanding with Mariposa and Plumas Counties for Whole Person Care Small County Collaboration.

SBC FILE NUMBER: 130

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

Authorize Out of State Travel to California Narcotics Officers Association Conference, in Reno Nevada, November 17-21, 2017 for two Health and Human Services Staff.

SBC FILE NUMBER: 130

21. **HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**  
Approve Service Agreements with Plumas County, Mariposa County and California Institute for Behavioral Health Solutions (CIBHS) for Whole Person Care.  
SBC FILE NUMBER: 120
22. **OFFICE OF EMERGENCY SERVICES - K. O'NEILL**  
Adopt Governing Body Resolution Authorizing the County Administrative Officer and/or the Emergency Services Manager to execute any actions necessary for the purpose of obtaining financial assistance through the California Office of Emergency Services Grants for the FY 2017 Homeland Security Grant Program (HSGP) and the FY 2017 Emergency Management Performance Grant (EMPG), which may include executing applications and filings.  
SBC FILE NUMBER: 75.5  
RESOLUTION NO: 2017-92
23. **OFFICE OF EMERGENCY SERVICES - K. O'NEILL**  
Adopt Resolution authorizing the County Administrative Officer and/or the Emergency Services Manager to (1) submit grant applications that are non-binding, i.e., not effective upon award of grant funds, and do not require the authorization of unbudgeted financial resources; and (2) to take further actions as may be necessary to give effect to this resolution, such as executing amendments and certification for funding applications.  
SBC FILE NUMBER: 75.5  
RESOLUTION NO: 2017-93
24. **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: 2017-94
25. **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: 2017-95
26. **PROBATION DEPARTMENT - R. T. BARAAN**  
Approve contract between San Benito County Probation Department and Youth Alliance for reentry and aftercare services for our youth for period of July 1, 2017 through June 30, 2018 in the amount of \$70,000.  
SBC FILE NUMBER: 510
27. **PROBATION DEPARTMENT - R. T. BARAAN**  
Approve Contract between San Benito County Probation Department and Youth Alliance for the Parenting and Family Counseling Project for period July 1, 2017 to June 30, 2018 in the amount of \$50,000.  
SBC FILE NUMBER: 510

28. **RESOURCE MANAGEMENT AGENCY - J. GUERTIN**  
Approve the acquisition of an Owner Controlled Insurance Program (OCIP) for the Jail Expansion Project in the amount of \$442,821.  
SBC FILE NUMBER: 1205
29. **RESOURCE MANAGEMENT AGENCY - J. GUERTIN**  
Approve Amendment No 1 to the Interagency Cooperation Agreement with the San Benito High School District and City of Hollister for the Regional Park Project to address increased costs of the access road to be constructed by the County, and authorize the Chair to sign subject to the approval of Amendment No. 1, by the High School District and the City of Hollister, or provide other direction to staff.  
SBC FILE NUMBER: 105
30. **RESOURCE MANAGEMENT AGENCY - J. GUERTIN**  
Adopt a resolution delegating authority to certain County personnel to sign or otherwise execute documents required to participate in federal transportation funding programs.  
SBC FILE NUMBER: 105  
RESOLUTION NO: 2017-96
31. **RESOURCE MANAGEMENT AGENCY - J. GUERTIN**  
Approve paying the County's share of CalPers contributions for a temporary Account Clerk III in the Resource Management Agency.  
SBC FILE NUMBER: 105
32. **RESOURCE MANAGEMENT AGENCY - J. GUERTIN**  
Approve contract with Mesiti-Miller Engineering for design services for the Nash Road Bypass Road in an amount not exceed \$153,140 for the term of September 12, 2017 through December 31, 2018, contingent upon the San Benito High School District, the City of Hollister and the County of San Benito executing Amendment #1 to the Interagency Cooperation Agreement Regarding Nash Road.  
SBC FILE NUMBER: 105
33. **RESOURCE MANAGEMENT AGENCY - J. GUERTIN**  
1) Authorize County Administrative Officer to execute necessary amendment(s) to Professional Services Agreement between the County of San Benito and University of Pacific McGeorge School of Law for Hearing Officer Services, on a form approved by County Counsel, increasing the total contract amount not to exceed \$50,000.00; and  
2) In accordance with Chapter 1.07 of the San Benito County Code, appoint University of Pacific McGeorge School of Law to serve as a County Hearing Officer for administrative hearings as set forth in Section 1.07.040 and to conduct hearings as provided under Chapters 1.03, 1.04, 1.06, 11.15, and 13.01, as well as, to serve as the Administrative Hearing Officer for extended amortization hearings under Ordinance 949 and to serve as Administrative Hearing Officer on designated matters related to Panoche Valley Solar Project.  
SBC FILE NUMBER: 790
34. **RESOURCE MANAGEMENT AGENCY - J. GUERTIN**  
1) Authorize County Administrative Officer to execute Professional Services

Agreement between the County of San Benito and Silver & Wright, LLP for Hearing Officer Services, for an amount not to exceed \$10,000.00; and  
2) Authorize County Administrative Officer to execute necessary amendment(s) to Professional Services Agreement between the County of San Benito and Silver & Wright, LLP for Hearing Officer Services, on a form approved by County Counsel, increasing the total contract amount not to exceed \$50,000.00; and

3) In accordance with Chapter 1.07 of the San Benito County Code, appoint Silver & Wright, LLP to serve as a County Hearing Officer for administrative hearings as set forth in Section 1.07.040 and to conduct hearings as provided under Chapters 1.03, 1.04, 1.06, 11.15, and 13.01, as well as, to serve as the Administrative Hearing Officer for extended amortization hearings under Ordinance 949 and to serve as Administrative Hearing Officer on designated matters related to Panoche Valley Solar Project.

SBC FILE NUMBER: 790

35. **SHERIFF'S DEPARTMENT - D. THOMPSON**

Receive Information Report: Inmate Welfare Expenditures for FY 2016-17.

SBC FILE NUMBER: 110

36. **SHERIFF'S DEPARTMENT - D. THOMPSON**

Approve Augmentation to the Sheriff's Operations Schedule of Fixed Assets, Expenditures and Revenue to re-budget AB 109 funds approved in fiscal year 2015-16 for the completion of the TracNet records management project in the amount of \$60,000. (4/5 vote)

SBC FILE NUMBER: 110

37. **SHERIFF'S DEPARTMENT - D. THOMPSON**

Approve purchase of the following vehicles for law enforcement services/operations from National Auto Fleet Group which is a division of Chevrolet of Watsonville, under the National Joint Powers Agreement (NJPA) master vehicle contract #120716-NAF:

1) 2018 RAM Special Service Vehicle (SSV) 4X4 1500 Crew Cab for \$34,989.98;

2) Undisclosed make/model/year (covert vehicle) for \$27,006.55.

SBC FILE NUMBER: 110

38. **SHERIFF'S DEPARTMENT - D. THOMPSON**

Approve out-of-state travel for Veterans Peer Response team member to attend "Veterans: What First Responders Need to Know", in Concord, MA. held September 28-30. 2017; and approve budget adjustment increasing travel expenditures in the Sheriff's Operations budget by \$9,000 and offsetting revenue in the same amount from the Sheriff's Veterans Peer Response Fund. (4/5 vote)

SBC FILE NUMBER: 110

## **REGULAR AGENDA**

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

*a) Staff report.*

*b) Public opportunity to address the Board on a particular agenda item. Please*

*fill out a speaker card and present it to the Clerk prior to consideration of the item.*

*c) Consideration by the Board.*

39. **SHERIFF'S DEPARTMENT - D. THOMPSON**

Provide direction to staff regarding a ground-breaking ceremony for the Jail Expansion project; approve naming the New Expansion Portion of the County Jail the "Sheriff Curtis J. Hill Building"; and approve the creation of a permanent monument or marker acknowledging members of the Board of Supervisors, past and present, and others who have worked to make this expansion come to pass.

SBC FILE NUMBER: 110

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

Consideration by the Board of Supervisors for funding for San Benito County Resource Conservation District. (SBCRCD)

SBC FILE NUMBER: 1059

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

Receive report regarding status of public defender contracts, and provide direction to staff as to whether to prepare an RFP or prepare an amendment extending the existing contracts for the Board's review and approval.

SBC FILE NUMBER: 149

42. **RESOURCE MANAGEMENT AGENCY - J. GUERTIN**

Receive Staff Report on the Terms and Conditions of Proposed Funding for the Pacheco Creek Levee Repairs and Provide Direction to Staff Concerning Completion of the Levee Repair Work.

SBC FILE NUMBER: 105

43. **RESOURCE MANAGEMENT AGENCY - J. GUERTIN**

Receive Verbal Report on the Status of County Road Improvement Program including Federal Bridges, John Smith Road Realignment, and SB 1 Project Selection and Implementation.

SBC FILE NUMBER: 105

44. **RESOURCE MANAGEMENT AGENCY - J. GUERTIN.**

Discuss Affordable Housing Impact Fee, and provide direction to staff.

SBC FILE NUMBER: 790

45. **TREASURER-TAX COLLECTOR - M. L. ANDRADE**

Adopt Resolution approving discharge from accountability for Delinquent Unsecured Accounts totaling \$94,985.40 attached as Exhibit "A" to the Resolution, and authorize the Treasurer-Tax Collector to take all necessary and appropriate action to be discharged from the accountability of accounts.

SBC FILE NUMBER: 685.2

RESOLUTION NO: 2017-97

46. **BOARD OF SUPERVISORS**

Approval to Adopt a Resolution and a Letter of Opposition to AB 1250 (Jones-Sawyer) Establishing Specific Standards for the Use of Personal Services Contracts by Counties.

SBC FILE NUMBER: 156  
RESOLUTION NO: 2017-98

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

Receive update related to the Panoche Valley Solar Project, including but not limited to the status of enforcement of the Development Agreement and provide direction on how to proceed in terms of enforcement action and litigation.

SBC FILE NUMBER: 119

**ADJOURNMENT**

**Adjourn to the next regular meeting of Tuesday, September 26, 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.*

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

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number:**

**MEETING DATE: 9/12/2017**

**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  
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Anthony Botelho  
District No. 2  
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Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number: 1.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: COUNTY COUNSEL**

**DEPT HEAD/DIRECTOR: Matthew Granger**

**AGENDA ITEM PREPARER: Barbara Thompson**

**SBC DEPT FILE NUMBER: 235.6**

**SUBJECT:**

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

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

Number of cases: 1

Facts and Circumstances Justifying Closed Session: Traffic Accident on Fairview Road occurring on or about September 2, 2017.

SBC FILE NUMBER: 235.6

**AGENDA SECTION:**

Closed Session - A.M.

**BACKGROUND/SUMMARY:**

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

n/a

**STAFF RECOMMENDATION:**

Hold Closed Session.

**ADDITIONAL PERSONNEL:**



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

Mark Medina  
District No. 1

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

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**Item Number: 2.**

**MEETING DATE: 9/12/2017**

**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 - A.M.

**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:**

**BOARD ACTION RESULTS:**

No reportable action.



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

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number: 3.**

**MEETING DATE: 9/12/2017**

**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-ANTICIPATED  
LITIGATION**

Initiation of litigation pursuant to subdivision (d)(4) of Government Code Section 54956.9

Number of Cases: 2

SBC FILE NUMBER: 235.6

**AGENDA SECTION:**

Closed Session - A.M.

**BACKGROUND/SUMMARY:**

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Hold closed session.

**ADDITIONAL PERSONNEL:**





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

Mark Medina  
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District No. 2  
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Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number: 4.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: COUNTY COUNSEL**

**DEPT HEAD/DIRECTOR: Matthew Granger**

**AGENDA ITEM PREPARER: Barbara Thompson**

**SBC DEPT FILE NUMBER: 235.6**

**SUBJECT:**

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

Significant Exposure to litigation pursuant to Section 54956.9: Number of Cases: (1)  
Closed session is authorized by Section 54956.9(d)(2), (e)(1).  
SBC FILE NUMBER: 235.6

**AGENDA SECTION:**

Closed Session - A.M.

**BACKGROUND/SUMMARY:**

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Hold Closed Session.

**ADDITIONAL PERSONNEL:**



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

Mark Medina  
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Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

---

**Item Number: 5.**

**MEETING DATE: 9/12/2017**

**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: John Eade, et. al. v. County of San Benito, et. al, California Superior Court for the County of San Benito, Case No. CU-16-00065.

SBC FILE NUMBER: 235.6

**AGENDA SECTION:**

Closed Session - A.M.

**BACKGROUND/SUMMARY:**

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

n/a

**STAFF RECOMMENDATION:**

Hold Closed Session.

**ADDITIONAL PERSONNEL:**



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

Mark Medina  
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District No. 2  
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District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number: 6.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: HUMAN RESOURCES**

**DEPT HEAD/DIRECTOR: Ray Espinosa**

**AGENDA ITEM PREPARER: Georgia Cochran**

**SBC DEPT FILE NUMBER: 235.6**

**SUBJECT:**

**CLOSED SESSION-CONFERENCE WITH LABOR NEGOTIATORS**

Agency designated representatives: Dania Torres-Wong, Ray Espinosa, Joe Paul Gonzalez, Melinda Casillas, Georgia Cochran, Barbara Thompson, Steve Coffee

Employee Organizations:

- Institutions Associations
- Law Enforcement Management
- Management Employees' Group
- SEIU Local 521 (General Unit Employees)
- SEIU Local 2015 (IHSS)
- Deputy Sheriffs Association
- Confidential
- Confidential Management
- Department Heads
- Unrepresented Employees

Authority: California Government Code Section 54957.6

SBC FILE NUMBER: 235.6

**AGENDA SECTION:**

Closed Session - A.M.

**BACKGROUND/SUMMARY:**

**BUDGETED:**

No

**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

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**Item Number: 7.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: AGRICULTURAL COMMISSIONER**

**DEPT HEAD/DIRECTOR: K. Overstreet**

**AGENDA ITEM PREPARER: K. Overstreet**

**SBC DEPT FILE NUMBER: 1.1**

**SUBJECT:**

**AGRICULTURAL COMMISSIONER - K. OVERSTREET**

Approve State contract, 17-0213-011-SF, for Sudden Oak Death regulatory activities, from July 1, 2017 through June 30, 2018, total contract value is \$759.35.

SBC FILE NUMBER: 1.1

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The California Department of Food and Agriculture (CDFA) wishes to contract with County of San Benito to conduct regulatory activities for the Sudden Oak Death (SOD). San Benito is not known to be infested by SOD and is no longer considered a regulated county. The contract reimburses the County for activities related to the detection of phytophthora ramorum such as trace forward and trace back investigations and eradication activities at positive nurseries.

The work is performed by existing staff. The funding is sufficient to cover our costs. The anticipated revenue has been budgeted in the Agricultural Commissioner's Budget for FY 2017/2018.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

101.60.1250.1000.550.503 Nursery

**CURRENT FY COST:****STAFF RECOMMENDATION:**

1. Approve Contract #17-0213-011-SF between the California Department of Food & Agriculture and the County of San Benito for Sudden Oak Death regulatory activities, from July 1, 2017 through June 30, 2018, Total contract value is \$759.35.
2. Authorize the Chair to sign contract.

**ADDITIONAL PERSONNEL:** No**ATTACHMENTS:**

Description	Upload Date	Type
SOD Agreement 17-0213-011-SF	8/3/2017	Contract



**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER

**17-0213-011-SF**

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

STATE AGENCY'S NAME

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

RECIPIENT'S NAME

**COUNTY OF SAN BENITO**

2. The term of this Agreement is: July 1, 2017 through June 30, 2018

3. The maximum amount of this Agreement is: \$759.35

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

Exhibit A: Prime Award Information Recipient and Project Information	2 Page
Exhibit B: General Terms and Conditions	3 Page(s)
Exhibit C: Payment and Budget Provisions	1 Page(s)
Exhibit D: Federal Terms and Conditions	3 Page(s)
Attachments: Scope of Work and Budget	7 Page(s)

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

**RECIPIENT**

RECIPIENT'S NAME (Organization's Name)

**COUNTY OF SAN BENITO**

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

Post Office Box 699, Hollister, CA 95024

STATE OF CALIFORNIA

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL

*Shirley L. Murphy* 8/3/17  
DEPUTY COUNTY COUNSEL DATE

AGENCY NAME

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION**

ADDRESS

1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

CJ

**EXHIBIT A****PRIME AWARD INFORMATION**

Federal Agency:	USDA-APHIS-PPQ
Federal Agreement Number:	17-8506-0572-CA
Catalog of Federal Domestic Assistance Number(s):	10.025
Total Amount Awarded to CDFA:	\$1,338,995.00
Effective Dates:	July 1, 2017 through June 30, 2018

**RECIPIENT AND PROJECT INFORMATION**

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:  
The County will assist in regulatory enforcement activities in support of the federal Phytophthora ramorum regulation and conducting emergency response activities as the result of detections of Phytophthora ramorum in nurseries and the environment. Federal Domestic Quarantine 7 Code of Federal Regulations, Section 301.92 and DA-2014-02 Federal Order Phytophthora ramorum (Host Nursery Modifications).

Project Title: Phytophthora ramorum - Non Quarantined

2. The Managers for this Agreement are:

<b>FOR CDFA:</b>	<b>FOR RECIPIENT:</b>
Name: Carolyn Lambert	Name: Karen Overstreet
Section/Unit: PHPPS/PEST EXCLUSION	Section/Unit: COUNTY OF SAN BENITO
Address: 1220 N Street, Room 325	Address: Post Office Box 699
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Hollister, CA 95024
Phone: 916-654-0312	Phone: 831-637-5344
Email Address: carolyn.lambert@cdfa.ca.gov	Email Address: koverstreet@cosb.us

3. The Grant Administrative Contacts for this Agreement are:

<b>FOR CDFA:</b>	<b>FOR RECIPIENT:</b>
Name: Jennifer Debernardi	Name: Karen Overstreet
Section/Unit: PHPPS/PEST EXCLUSION	Section/Unit: COUNTY OF SAN BENITO
Address: 1220 N Street, Room 325	Address: P.O. Box 699
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Hollister, CA 95024
Phone: 916-654-0312	Phone: (831) 637-5344
Email Address: jennifer.debernardi@cdfa.ca.gov	Email Address: koverstreet@cosb.us
	<b>FISCAL CONTACT FOR RECIPIENT (if different from above):</b>
	Name: Billie Jimenez
	Section/Unit: COUNTY OF SAN BENITO
	Address: P.O. Box 699
	City/State/Zip: Hollister, CA 95024
	Phone: (831) 637-5344
	Email Address: bjimenez@cosb.us

4. **RECIPIENT: Please check appropriate box below:**

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

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

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

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

**1. Approval**

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

**2. Assignment**

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

**3. Governing Law**

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

**4. Mutual Liability**

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

**5. Disputes**

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

**6. Contractors/Consultants**

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

**7. Non-Discrimination Clause**

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

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

**8. Unenforceable Provision**

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

**9. Excise Tax**

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

**10. Right to Terminate**

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

**11. Termination for Cause**

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

**12. Reporting Requirements**

The Recipient agrees to complete all reporting requirements listed in Scope of Work.

**13. Publicity and Acknowledgement**

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

**14. Property Damage Claims Process**

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

**15. Force Majeure**

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

**16. Amendments**

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

**17. Suspension of Payments**

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

California Department of Food and Agriculture  
Legal Hearing and Appeals Office  
1220 N Street, Suite 400  
Sacramento, CA 95814

Or delivered by email with a date/timestamp within ten (10) business days to:  
[CDFA.LegalOffice@cdfa.ca.gov](mailto:CDFA.LegalOffice@cdfa.ca.gov)

**18. Closeout**

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

**19. Record Retention and Accessibility**

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

**20. Plant Protection Act Memorandum of Understanding**

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

## EXHIBIT C

### PAYMENT AND BUDGET PROVISIONS

#### 1. Invoicing and Payment

- A. For activities performed according to the attached Scope of Work, Budget and the terms of this Agreement, and upon receipt of the invoices, the CDFA agrees to compensate the Recipient for actual allowable expenditures incurred in accordance with this Agreement and stated herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work, monthly invoices must be submitted to the CDFA Agreement Manager, within thirty (30) calendar days after the end of each month in which activities under this Agreement were performed.
- D. A final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

#### 2. Budget Contingency Clause

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

#### 3. Prompt Payment Clause

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

#### 4. Allowable Line Item Shifts

The Recipient must obtain written approval from the CDFA Agreement Manager for any line-item shifts.

#### 5. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures subject to this Agreement to permit the determination of the allowability of expenditures reimbursed by the CDFA under this Agreement. If CDFA cannot determine expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, the CDFA may disallow the expenditure.
- B. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).
- C. If international travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

#### 6. Budget

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

## EXHIBIT D

### FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

#### 1. Civil Rights

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

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

#### 2. Labor Standards

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

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

#### 3. Environmental Standards

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

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

#### 4. Drug-Free Environment

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

#### 5. Restrictions on Lobbying and Political Activities

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

#### 6. Officials Not to Benefit

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

#### 7. Trafficking in Persons

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



**8. Intergovernmental Review**

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

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

**9. Confidentiality**

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

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

**10. Conservation in Procurement**

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

**11. Debarment, Suspension, Criminal or Civil Convictions**

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

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

See [www.sam.gov](http://www.sam.gov) to determine debarment and suspension status.

**12. Crimes and Prohibited Activities**

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

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

**13. Biosafety in Laboratories**

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

**14. Conflicts of Interest**

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

**15. Inventions, Patents, Copyrights and Project Results**

A. The Recipient must comply with invention and patent standards pursuant to the following:

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

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

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

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

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

**16. Care and Use of Laboratory Animals**

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

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

**17. Fly America Act**

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

**18. Motor Vehicle Safety**

The Recipient must comply with seat belt use standards pursuant to the following:

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

**19. All Other Federal Laws**

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

**SCOPE OF WORK**  
***Phytophthora ramorum* Program**  
**Non-Quarantined Counties**  
**July 1, 2017 - June 30, 2018**

The County agrees to perform *Phytophthora ramorum* Program enforcement activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by:

1. Federal Domestic Quarantine 7 CFR 301.92
2. DA-2014-02 Federal Order *Phytophthora ramorum* (Host Nursery Modifications)

This Agreement is inclusive of the County's agreement to perform activities approved by the CDFA as described in the attached projected Work Plan (budget), Budget Detail and payment provisions and by this reference made a part hereof.

**Key actions to be conducted under this Agreement include:**

**SECTION 1: PERSONNEL ACTIVITIES**

- A. Regulatory Activities-Participating Previously Positive Nurseries
- B. Data Entry/Sample Submission
- C. Trace-Forward/Trace-Back Investigations

**SECTION 2: NON-PERSONNEL**

- A. Supplies/Equipment
- B. Vehicle/Mileage

**SECTION 3: REPORTING/INVOICING**

- A. Monthly Activity Report
- B. Invoicing Reimbursement

**SECTION 1: PERSONNEL ACTIVITIES**

**A. Regulatory Activities:**

The County agrees to perform regulatory enforcement activities in support of the federal *Phytophthora ramorum* regulation (7 Code of Federal Regulations, Section 301.92 and associated Federal Orders).

Please see the following link for the most current federal regulations:

[http://www.aphis.usda.gov/wps/portal/aphis/ourfocus/importexport?1dmy&urile=wcm%3apath%3a%2Faphis\\_content\\_library%2Fsa\\_our\\_focus%2Fsa\\_plant\\_health%2Fsa\\_domestic\\_pests\\_and\\_diseases%2Fsa\\_pests\\_and\\_diseases%2Fsa\\_plant\\_disease%2Fsa\\_pram%2Fct\\_phytophthora\\_ramorum\\_sudden\\_oak\\_death](http://www.aphis.usda.gov/wps/portal/aphis/ourfocus/importexport?1dmy&urile=wcm%3apath%3a%2Faphis_content_library%2Fsa_our_focus%2Fsa_plant_health%2Fsa_domestic_pests_and_diseases%2Fsa_pests_and_diseases%2Fsa_plant_disease%2Fsa_pram%2Fct_phytophthora_ramorum_sudden_oak_death)

1. **Regulatory Enforcement at Previously Positive Nurseries**  
(County must have a participating previously *P.ram* positive nursery)

As required, perform inspections at establishments previously positive for *Phytophthora ramorum* that ship regulated nursery stock interstate.

[https://www.aphis.usda.gov/plant\\_health/plant\\_pest\\_info/pram/downloads/pdf\\_files/inspection\\_Sampling\\_Protocol.pdf](https://www.aphis.usda.gov/plant_health/plant_pest_info/pram/downloads/pdf_files/inspection_Sampling_Protocol.pdf)

**2. Regulatory Response at nurseries newly positive for *Phytophthora ramorum***

Activities related to the detection of *Phytophthora ramorum* such as trace forward and trace back investigations and eradication activities at positive nurseries as required by the *Phytophthora ramorum* Program and using the most current USDA protocols (please see link below):

[http://www.aphis.usda.gov/wps/portal/aphis/home?1dmy&urile=wcm%3Apath%3a%2Faphis\\_content\\_library%2Fsa\\_our\\_focus%2Fsa\\_plant\\_health%2Fsa\\_domestic\\_pests\\_and\\_diseases%2Fsa\\_pests\\_and\\_diseases%2Fsa\\_plant\\_disease%2Fsa\\_pram%2Fct\\_protocols#response](http://www.aphis.usda.gov/wps/portal/aphis/home?1dmy&urile=wcm%3Apath%3a%2Faphis_content_library%2Fsa_our_focus%2Fsa_plant_health%2Fsa_domestic_pests_and_diseases%2Fsa_pests_and_diseases%2Fsa_plant_disease%2Fsa_pram%2Fct_protocols#response)

**B. Data Entry/Sample Submission**

The County is responsible for ensuring the following data set is accurately completed in a timely manner:

**Pest and Damage Record (PDR)**

County must send all samples to the CDFA Plant Pest Diagnostics Center (PPDC) for identification located at 3294 Meadowview Road, Sacramento, CA 95832. The County must complete an electronic copy of CDFA's PDR on CDFA's Plant Division Extranet site, <http://phpps.cdfa.ca.gov/user/frmLogon2.asp>. A hard copy of the PDR must accompany the samples to the PPDC.

"SOD-Sudden Oak Death" must be selected as the <Program> for each PDR submitted to the PPDC for this program.

**C. Trace-Forward/Trace-Back Investigation**

When *Phytophthora ramorum* is detected in a nursery, county agricultural commissioners will conduct trace-forward/trace-back investigations at locations in their county that have either supplied (trace-back) or received (trace-forward) plants from the positive nursery. Trace-back activities include inspection of source nurseries for symptomatic plants, collection and submission of samples, and any other regulatory activities, such as issuing hold notices and submitting inspection results. Trace-forward procedures at *Phytophthora ramorum*-positive nurseries are outlined in the USDA Trace-Forward Protocol:

[https://www.aphis.usda.gov/plant\\_health/plant\\_pest\\_info/pram/downloads/pdf\\_files/trace\\_forwardprotocol.pdf](https://www.aphis.usda.gov/plant_health/plant_pest_info/pram/downloads/pdf_files/trace_forwardprotocol.pdf)

**SECTION 2: NON-PERSONNEL**

**A. Supplies/Equipment**

**Supplies:** In accordance with 2 CFR Part 200.94, supplies are considered articles having a useful life of less than one year. Only supplies directly related to administering and conducting quarantine and regulatory enforcement activities associated with the *Phytophthora ramorum* Program will be reimbursed. Examples of supplies include materials from a general supply or stockroom, fabricated parts, paper, stationery, general office goods, ink and toner cartridges, and organization tools.

**Equipment:** In accordance with 2 CFR Part 200.33, equipment is considered articles having a useful life of more than one year. Only equipment directly related to administering and conducting quarantine and regulatory enforcement activities associated with the *Phytophthora ramorum* Program will be reimbursed. Articles with a unit cost of \$5,000 or more must have prior approval for reimbursement. Examples of equipment include microscopes, spectrometers, office equipment, office furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles.

All records substantiating that the supplies and equipment are used for the *Phytophthora ramorum* Program must be maintained by the County.

#### **B. Vehicle/Mileage**

The mileage reimbursement rate used on the monthly invoice should be the same as the rate in the Work Plan (budget). If the federal mileage reimbursement rate (<http://www.irs.gov>) fluctuates during the Agreement period, counties will submit invoices for the current federal rate.

#### **Substantiation of Vehicle Mileage Costs**

Counties must maintain a single vehicle log per vehicle, and all mileage must be recorded daily with an indication of which program the vehicle was used for and the name of the driver. Vehicle logs must be maintained on a monthly basis.

### **SECTION 3: REPORTING/INVOICING REIMBURSEMENT:**

#### **A. Monthly Activity Report**

During the reporting period the County must utilize the County Monthly Reporting system (<https://secure.cdfa.ca.gov/egov/crs/login.aspx>) to submit a monthly activity report for the *Phytophthora ramorum* Program.

Monthly activity reports must be submitted no later than the fifth day of the month following when the activities took place. Questions about reporting can be directed to Carolyn Lambert at [carolyn.lambert@cdfa.ca.gov](mailto:carolyn.lambert@cdfa.ca.gov) or by calling (916) 654-0312.

#### **B. Invoicing/Reimbursement**

The County must submit monthly an itemized invoice using the provided template (**Appendix A**), on county letterhead and submit to the CDFA **no later than 30 days** after the end of the coinciding reporting period.

##### **1. Allowable Costs**

All invoiced expenses must fall within the parameters of this Scope of Work and must be directly related to administering and conducting the *Phytophthora ramorum* Program.

##### **2. Monthly Activity Report Required for Reimbursement**

Invoices will not be submitted for reimbursement until submission of the "Online Monthly Activity Report" for the invoicing period has been completed by the County and verified by CDFA (see section A. Monthly Activity Report above). Hours on the monthly activity report must match the personnel hours invoiced on corresponding monthly invoice.

##### **3. Hourly Rate(s) on Invoices**

Invoices must reflect the actual hourly rates (salary and benefits) per individual or classification that worked on the program.

**4. Personnel on Invoice Must Match Work Plan**

Invoices must reflect work performed by individuals or classifications listed on the Work Plan.

**5. Documentation**

Documentation (including receipts for purchases) applicable to reimbursement for expenses does not need to be submitted to CDFA, but must be retained by the County and must be made available for audit purposes.

**6. Substantiation of Costs**

All personnel salary costs must be properly tracked or allocated to the Agreement in accordance with Office of Management and Budget (OMB) requirements and Federal cost principles. Please be sure that personnel costs can be traced back to original documents detailing the account to which personnel hours are billed. In addition, all invoiced personnel costs must match the Scope of Work (Work Plan).

If the County plans to seek reimbursement for vehicle mileage, the documentation for mileage reimbursement must be tracked separately from all other programs and documentation must be available to support the reimbursement. In addition, all invoiced vehicle costs must match the Scope of Work (Work Plan). On a related note, mileage rates used on invoices must be the same as contained in the Work Plan. CDFA will send an email that will notify counties of new rates if the federal mileage rate changes during the term of the Agreement.

Reimbursement for the amount of salaries and/or benefits for employees under this Agreement cannot exceed the gross daily rate of a GS-15, Step 10, base salary for US Government employees in effect during the period in which the expense was incurred as defined in the General Pay Scale program notice posted on the Internet at <http://www.fas.usda.gov/programs/resources/general-pay-scale>.

All other expenses (travel, supplies, communications) for which the County will seek reimbursement under the Agreement must be directly related to the cost of administering and conducting the program and documentation must be available to support the reimbursement. In addition, all invoiced expenses must match the Scope of Work (Work Plan).

The following citation for uniform administrative requirements, cost principles, and audit requirements applicable to your agency/organization.

State, Local and Indian Tribal Governments:

- 2 CFR 200, Uniform administrative requirements, cost principles, and audit requirements for federal awards

**7. Submission of Monthly Invoice**

Invoices must be submitted via email to [jennifer.debernardi@cdfa.ca.gov](mailto:jennifer.debernardi@cdfa.ca.gov). Questions about invoicing/reimbursement can be directed to Jennifer DeBernardi via email or by calling (916) 654-0312.

**California Department of Food and Agriculture**

Plant Health and Pest Prevention Services

Attn: Jennifer Debernardi

*Phytophthora ramorum* Program

1220 N Street, Room 325

Sacramento, CA 95814

email: [jennifer.debernardi@cdfa.ca.gov](mailto:jennifer.debernardi@cdfa.ca.gov)***Phytophthora ramorum* Program in Non-Quarantined Counties**

Agreement #

Budget Display FY 2017/2018

Invoice for Period from 07/01/2017 to 06/30/2018

**Personnel Services**

Name/Classification	Hours	Hourly Rate	Total Salaries
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
Total Hours	0.00	Total Salaries	0.00
Total Personnel Services			0.00
Indirect (up to 25% of Personnel Services)			0.00
<b>Total Personnel Services:</b>			0.00

**Operating Expenses**

Supplies	0.00
Equipment	0.00
Total Supplies/Equipment:	0.00

	Miles	Rate	
Vehicle Mileage	0.00	0.000	0.00
Total Mileage Cost:			0.00

**Total Personnel Services:** 0.00**Total Operating Expenses:** 0.00**Grand Total:** 0.00

Agreement Amount  
Billed to Date  
Balance

0.00
0.00
0.00

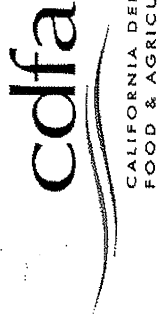
**Personnel Cost Work Sheet**  
***Phytophthora ramorum* Program**  
**FY 2017/2018**  
**July 1, 2017 through June 30, 2018**

San Benito County

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Deputy Ag Comm	\$60.59	\$29.21	\$89.80	2	\$179.60
Senior Ag Biologist	\$34.86	\$17.13	\$51.99	6	\$311.94
Secretary II	\$30.17	\$17.10	\$47.27	2	\$94.54
<b>Total:</b>				10	\$586.08



Work Plan for the *Phytophthora ramorum* Program  
 Non Quarantined Counties  
 FY 2017/2018  
 July 1, 2017 through June 30, 2018



San Benito County  
 Agreement Manager: Karen Overstreet

Expenses	Description	Total
Personnel Costs for Regulatory Activities	Required Regulated Activities, Data Entry and Sample Submission	10 \$586.08
Overhead Costs	Indirect Costs (Not to exceed 25% of Total Personnel Costs)	25% \$146.52
Supplies	All supply/equipment costs exceeding \$5,000.00 must be accompanied by a itemized list of items to be purchased.	N \$0.00
Vehicles	Mileage rate must be \$0.535, or current federal rate ( <a href="http://www.irs.gov">http://www.irs.gov</a> ).	50 Rate Per Mile: 0.535 \$26.75
TOTAL COST:		\$759.35



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

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number: 8.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: COUNTY ADMINISTRATION OFFICE**

**DEPT HEAD/DIRECTOR: Ray Espinosa**

**AGENDA ITEM PREPARER: Melinda Casillas**

**SBC DEPT FILE NUMBER: 865**

**SUBJECT:**

**COUNTY ADMINISTRATION OFFICE - R ESPINOSA**

Discuss and approve allocation of Community Based Organizations budget for FY 17/18.  
SBC FILE NUMBER: 865

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

During the County Budget Hearings, the Board of Supervisors allocates funding for the UC Extension program for a contract between the County and The Regents of the University of California for services provided by them. This year the allocation is for \$34,000.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

101.15.1110.1000.619.250

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Discuss and approve allocation of Community Based Organizations budget for FY 17/18.

**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

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**Item Number: 9.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: COUNTY ADMINISTRATION OFFICE**

**DEPT HEAD/DIRECTOR: Ray Espinosa**

**AGENDA ITEM PREPARER: Melinda Casillas**

**SBC DEPT FILE NUMBER: 865**

**SUBJECT:**

**COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

Approve FTE 16/17 Budget Adjustments due to final salary and benefits postings.

SBC FILE NUMBER: 865

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

In reviewing the final postings for FY 16/17 Salary & Benefits, minor adjustments for overages are needed to align the budget to the actual expenditures. Most of these are within departments that share employees, and therefore an overage is created in one department, while a corresponding department shows an underbudget. This Budget Adjustment aligns the departments. There are a few departments that for various reasons needed to use a consultant in place of a budgeted FTE, and this Budget Adjustment re-aligns the budget from Salary & Benefits to Services and Supplies.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

various alignments

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Approve attached FY 16/17 Budget Adjustment.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description

FYE Budget Adjustment

Upload Date    Type

8/29/2017

Cover Memo

**Journal Edit Listing**  
Sort By Entry

48

# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification Journal Type
ADMIN.ADMN - County	2017-00007775	BA	GL	06/30/2017	FYE BUDGET ADJUSTMENT			
<u>G/L Date</u>	<u>G/L Account Number</u>	<u>Account Description</u>		<u>Description</u>		<u>Source</u>	<u>Increase Amount</u>	<u>Decrease Amount</u>
06/30/2017	101.70.1305.1000.619.268	Services and Supplies Special Department Other		FYE BUDGET ADJUSTMENT			.00	18,000.00
Number of Entries: 31							\$444,961.00	\$444,461.00



## **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

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**Item Number: 10.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: COUNTY ADMINISTRATION OFFICE**

**DEPT HEAD/DIRECTOR: Ray Espinosa**

**AGENDA ITEM PREPARER: Melinda Casillas**

**SBC DEPT FILE NUMBER: 865**

**SUBJECT:**

**COUNTY ADMINISTRATION OFFICE - R ESPINOSA**

Approve the allocation of Economic Development Funds for FY 17/18.

SBC FILE NUMBER: 865

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

Annually, during the budget hearings, the Board of Supervisors allocates funding for Economic Development in San Benito County. The amount allocated for FY 17/18 is \$35,000.

The CAO's recommendation for FY 17/18 totals \$32,500. It is our recommendation to allocate to the same organizations and funding levels as FY 16/17, with the exception of the inclusion of San Juan Committee of \$2,500. The San Juan Committee was allocated funds in FY 16/17 through District 2 funds, and therefore moved to this budget. The organizations included in these allocations reach various aspects associated with economic issues within San Benito County. The allocation is made with the same assumptions as the FY 17/18 budget of status quo.



**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

101.65.1270.1000.619.166

**CURRENT FY COST:****STAFF RECOMMENDATION:**

Approve Economic Development allocations as recommended for FY 17/18.

**ADDITIONAL PERSONNEL:****ATTACHMENTS:**

Description

ECONOMIC DEVELOPMENT

Upload Date

8/29/2017

Type

Cover Memo

# Economic Development

<u>Organization</u>	<u>FY 17/18 Recommendation</u>	<u>FY 16/17 Allocation</u>
Monterey County Business Council	\$ 2,000.00	\$ 2,000.00
Monterey Bay Economic Partnership (MBEP)	\$ 5,000.00	\$ 5,000.00
Economic Development Corporation	\$ 5,000.00	\$ 5,000.00
San Benito County Chamber	\$ 18,000.00	\$ 18,000.00
San Juan Committee	\$ 2,500.00	
	\$ 32,500.00	\$ 30,000.00
FY 17/18 Budget	\$ 35,000.00	\$ 35,000.00
Remaining	\$ 2,500.00	\$ 5,000.00
		\$ 2,740.00 ***

\*\*\* Supervisor Botelho used district funds FY 16/17



## **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

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**Item Number: 11.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: COUNTY ADMINISTRATION OFFICE**

**DEPT HEAD/DIRECTOR: Ray Espinosa**

**AGENDA ITEM PREPARER: Melinda Casillas**

**SBC DEPT FILE NUMBER: 865**

**SUBJECT:**

**COUNTY ADMINISTRATION OFFICE - R ESPINOSA**

Receive report regarding allocation of FY 16/17 District funds.

SBC FILE NUMBER: 865

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

In FY 16/17, each supervisor was allotted a \$2,740 budget to individually provide funds to various organizations or for unmet needs within his/her respective districts.

Attached is a report as to how those monies were spent.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

101.10.1000.1000.630.101

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Receive report regarding the allocation of district funds for FY 16/17.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description	Upload Date	Type
BOS FUNDS FY 16/17	8/29/2017	Cover Memo

BOARD OF SUPERVISORS  
FY 16/17  
REPORT OF COMMUNITY DONATIONS

<u>SUPERVISOR</u>	<u>ORGANIZATION</u>	<u>AMOUNT</u>
MEDINA	ARTI-CULTURE	\$ 1,000.00
	RELAY FOR LIFE	\$ 740.00
	COMMUNITY FOUNDATION ***	\$ 500.00
	SBC PAL	<u>\$ 500.00</u>
		\$ 2,740.00
DE LA CRUZ	SBC PAL	\$ 1,000.00
	COMMUNITY FOUNDATION ***	\$ 500.00
	BABE RUTH LEAGUE – BAMBINO DIV	\$ 500.00
	ARTICULTURE	\$ 540.00
	POST 9242 VFW	<u>\$ 200.00</u>
		\$ 2,740.00
BOTEHLO	SAN JUAN COMMITTEE	\$ 2,740.00
RIVAS	HOLLISTER HEAT YOUTH SOFTBALL	\$ 2,740.00
MUENZER	HOPE SERVICES	\$1,370.00
	PINNACLES GATEWAY PARTNERSHIP	<u>\$1,370.00</u>
		\$2,740.00
	TOTAL	\$13,700.00

\*\*\* GUITAR PROGRAM



## **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

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**Item Number: 12.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: COUNTY ADMINISTRATION OFFICE**

**DEPT HEAD/DIRECTOR: Ray Espinosa**

**AGENDA ITEM PREPARER: Melinda Casillas**

**SBC DEPT FILE NUMBER:**

**SUBJECT:**

**COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

Approve contract with UC Regents for Ag Extension Division, in the amount of \$30,000 for the period of July 1, 2017 through June 30, 2018.

SBC FILE NUMBER: 865

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

During the budget hearings for FY 16/17, the Board of Supervisors approved the funding allocation of \$30,000 for the UC Regents that works in conjunction with the Ag Extension program of San Benito County. The UC Regents program supports San Benito County in the way of agricultural research and advice to ranchers and farmers of over \$1,000,000 annually. The Ag Extension program also coordinates and oversees the 4H programs in San Benito County. This year's support from San Benito County for the Ag Extension program totals \$71,716.00

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

101.15.1110.1000.619.250

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Approve the contract with UC Regents in the amount of \$30,000 for the period of July 1, 2017 through June 30, 2018.

**ADDITIONAL PERSONNEL:** No

**BOARD ACTION RESULTS:**

Approved per staff recommendation. (5/0 vote)

**ATTACHMENTS:**

Description

Contract (revised)

Upload Date

9/7/2017

Type

Standard Contract



## CONTRACT

RECEIVED

AUG 29 2017

SAN BENITO  
COUNTY COUNSEL

The COUNTY OF SAN BENITO ("COUNTY") and The Regents of the University of California ("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, 2017 and end on June 30, 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: N/A
- (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 thirty (30) days.

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

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



**8. Information about 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, CA 95023

Telephone No.: 831-636-4000

Fax No.: 831-636-4010

Contract Administrator for CONTRACTOR:

Name: Kathleen P. Nolan

Title: Contracts and Grants Officer

Address: UC ANR, 2801 Second Street

Davis, CA 95618-7774

Telephone No.: 530-750-1305

Fax No.: 530-756-1148

**SIGNATURES**

APPROVED BY COUNTY:

Name: Jaime De La Cruz

Chair, Board of Supervisors

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

APPROVED BY CONTRACTOR:

Name: Kimberly Lamar  
Kimberly Lamar, Associate Director  
Office of Contracts & Grants *hcn*

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

Tax I.D. or Social Security No.: 94-6036494

Date: 9/6/17

**APPROVED AS TO LEGAL FORM:**

Barbara Thompson, San Benito County Counsel

By: Barbara Thompson

Date: 9/5/17

**ATTACHMENT A**  
**The Regents of the University of California**  
**Scope of Service**  
**FY 2017-2018**

**CONTRACTOR shall provide the following service on behalf of the COUNTY:**

Administrative services in San Benito County to provide general program assistance. Support shall include answering phones, general office procedures, receiving and processing information, planning, scheduling, creating spreadsheets, compiling and manipulating data, creating and compiling reports and handouts, creating correspondence, formatting newsletters and reports, coordinating work flow, and working with clientele.

**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-3.

**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 payment of \$ 34,000.00 payable upon execution of contract, or

☐ a total sum not to exceed \$ \_\_\_\_\_

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

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

☒ There are no additional terms of compensation.

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

**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.**

**C-1, C-7, C-9, and C-18 of Attachment C, are hereby deleted and replaced in their entirety with the following language:**

### **C-1. INDEMNIFICATION.**

The Parties agree to defend, indemnify and hold one another, their officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party.

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

All rights in copyright works created by the University, its officers, agents, and employees in the performance of work under this agreement are the property of the University. To the extent that the University has the legal right to do so, University shall grant the County a royalty-free, non-exclusive, nontransferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of the Deliverables for governmental and non-commercial purposes.

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

CONTRACTOR covenants that, to the best of our knowledge, that is presently has no interest and shall not acquire and interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder.

### **C-18. TERMINATION.**

Either Party may terminate this Agreement with thirty (30) days prior written notice. Upon such notification, the Parties shall communicate with each other and make reasonable efforts to remedy any situation which otherwise would cause termination. Upon such notification, University shall use its reasonable efforts to limit any outstanding financial commitments. County shall reimburse University for all allowable costs incurred by it for the Project, including uncancellable obligations. If no remedy is realized, University shall, within ninety (90) days after the termination date, submit a report of all expenditures incurred and of all payments received hereunder. University shall reimburse County for funds advanced in excess of total costs incurred. In no event shall County's cumulative payments exceed the total allowable costs amount identified in Paragraph 3 ("Compensation for Services") and Attachment "B".



## **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

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**Item Number: 13.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: COUNTY ADMINISTRATION OFFICE**

**DEPT HEAD/DIRECTOR: Ray Espinosa**

**AGENDA ITEM PREPARER: Barbara Thompson**

**SBC DEPT FILE NUMBER: 630**

**SUBJECT:**

**COUNTY ADMINISTRATIVE OFFICE - R. ESPINOSA**

Approve class specification and salary range for Permit Technician and amend the County's class title and pay plan.

SBC FILE NUMBER: 630

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The County currently has a Planning Technician classification at a salary range of \$38,103.10 to \$48,629.57 annually. There is no job classification for "Building Technician" in San Benito County. Rather than create a Building Tech job description, RMA and Human Resources recommend that the County approve a new "Permit Technician" job specification which will allow more flexibility in staffing. This job specification reflects the current organization of the consolidated RMA department. The proposed salary and experience/education requirements are the same as that for the existing Planning Technician job description.

The salary range for this position will be set as follows:

Step A	Step B	Step C	Step D	Step E	Step F	Step G*
18.3188	19.2368	20.1960	21.2022	22.2615	23.3796	24.5506

\* Only for those employees eligible for Step G.

The County met with the Union to discuss the proposed job description on September 6, 2017.

The County incorporated suggested changes, and the Union verbally approved the job description on September 6, 2017.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

1. Approve the class specification for Permit Technician.
2. Amend the County's Class Title and Pay Plan to reflect the salary for the class of Permit Technician as set forth in the staff report.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description	Upload Date	Type
Permit Technician Class Specification	9/7/2017	Other

**Class Title:** Permit Technician

**Bargaining Unit:** General

**Class Code:** G

**Salary:** \$18.32 - \$23.38 Hourly  
\$1,465.50 - \$1,870.37 Biweekly  
\$3,175.26 - \$4,052.46 Monthly  
\$38,103.10 - \$48,629.57 Annually

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### **DEFINITION**

Under general supervision, provides information of a general and technical nature to the public including but not limited to a variety of permit requirements, building codes, land use regulations, and inspection procedures; reviews plans and associated documents for completeness and compliance with applicable ordinances, codes, and regulations; performs various paraprofessional and clerical tasks requiring working knowledge of applicable codes, ordinances, rules, laws, regulations, practices and policies and performs related work as assigned.

### **DISTINGUISHING CHARACTERISTICS**

This is a specialized classification. Employees in this class perform the full range of technical and paraprofessional level permit review, processing and approval duties, including the field investigation and report writing.

### **EXAMPLES OF DUTIES**

Nothing in this specification restricts management's right to assign or reassign duties and responsibilities to this job at any time.

1. Greets customers at the public counter and explains a variety of technical information that may include land use and zoning requirements, environmental review procedures, application filing procedures and plan and permit review process.
2. Requests information from customers regarding their projects in order to determine the type of permits and processes required. Assists applicants in completing applications; contacts applicants to obtain necessary factual information needed to process permits.
3. Receives and reviews project applications, including plans and other required documents for accuracy and completeness, as well as, compliance with County regulations and procedures. Reviews less complex applications; collects data; determines compliance with applicable codes, ordinances, and regulations. Approves/disapproves applications based on review and processes approved applications.
4. Researches, collects, and records factual property and resource information from a variety of sources including electronic databases.
5. Prepares reports, resolutions, technical documents and correspondence supporting analysis of applications and recommendations.

6. Prepares and delivers presentations to appropriate hearing body (committees, commissions, boards) to explain projects and staff recommendations.
7. Monitors, reviews, and verifies compliance with conditions of approval; guides applicant through the required conditions of approval.
8. Maintains permit records, logs, and files. Prepares application packages and routes packages to various agencies for review. Tracks permit applications and plan reviews through the review process; follows up on application packages that are not returned.

### **QUALIFICATIONS**

A combination of experience, education, and/or training which substantially demonstrates the following knowledge, skills and abilities:

#### **Knowledge and Skills:**

##### **Working knowledge of:**

1. Basic statistical concepts (percentages, averages); land area and distance calculations
2. Nomenclature, symbols, and instruments used in land use work
3. Federal, state, and local laws, codes and regulations related to assigned area
4. General planning, engineering and construction terminology
5. Resource materials typically available and used in assigned area of work
6. Operation of personal computer and other general office equipment sufficient to complete required administrative duties.

##### **Some knowledge of:**

1. Alpha/numeric filing systems
2. Office operations, including record keeping and general clerical procedures
3. General office software, including word processing, spreadsheet, presentation, database, calendar/scheduling and email.
4. Effective customer service principles and practices.
5. Formats and techniques used in writing technical reports and correspondence.
6. English usage, including correct grammar, punctuation, vocabulary and spelling.
7. The methods, terminology, policies and procedures specific to multiple areas

#### **Other:**

Some positions may require some knowledge of:

1. General principles of urban and regional planning.
2. General planning, engineering or construction terminology, policies, ordinances and/or regulations of assigned area
3. Report writing

**Skills and Ability to:**

1. Read and interpret a variety of plans, maps, and legal descriptions, such as zoning, subdivision and parcel maps; and building, grading, landscaping and drainage plans.
2. Analyze, evaluate and draw logical conclusions from data.
3. Orally communicate with laypersons on complex, technical issues in a clear and concise manner; deal tactfully and courteously with the public and staff.
4. Follow oral and written instructions and office procedures.
5. Maintain cooperative relationships with co-workers and others contacted through the course of work; respond in a positive manner to supervision and attend and perform duties on a regular and consistent basis.
6. Read, interpret, and explain provisions of various building trades, land use, structural, environmental and zoning codes, state and local ordinances, regulations, and procedures to staff and the public.
7. Read and interpret maps, aerial photos and legal descriptions to outline parcels of land and determine land use and distances.
8. Identify and analyze characteristics that are unique to each project.
9. Write well organized, clear and concise reports, summaries and letters
10. Enter and retrieve data and information into/from an automated permit tracking system.
11. Maintain accurate filing and record keeping systems.
12. Operate a variety of office machines and equipment.
13. Speak in public and make presentations.
14. Work under pressure and meet established deadlines.

**EXAMPLES OF EXPERIENCE/EDUCATION/TRAINING**

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Education equivalent to graduation from an accredited college or university in field of design, engineering, geography, environmental studies;

or

Two (2) years of responsible experience in drafting, engineering and/or technical planning assistance or a related work area or a combination of both.

**Special Requirements:**

Possession of, or ability to obtain, an appropriate valid California Driver's License.



## 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: 9/12/2017**

**DEPARTMENT: COUNTY CLERK-AUDITOR-RECORDER ELECTIONS**

**DEPT HEAD/DIRECTOR:**

**AGENDA ITEM PREPARER:**

**SBC DEPT FILE NUMBER: 608**

**SUBJECT:**

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

Levying of Taxes & Direct Assessments for the FY 2017-2018.

1. Set and pass the FY 2017/2018 Tax Rates, Debt Service Rates and Direct Assessment Charges;
2. Authorize the levy of these rates against the taxable secured property within the county, which is subjected to each rate;
3. Adopt the resolution, which sets and approves the FY 2017/2018 tax rates as shown on Appendix A, attached and authorize the Chair to sign;
4. Approve the collection fee allowed by Section 29142 as described.

SBC FILE NUMBER: 608

RESOLUTION NO: 2017-90

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

**Summary:**

Under Government Code Section 29100, the Board of Supervisors is required to adopt the tax rates for the current year secured property tax roll. The General Obligation bond rates are provided by the Auditor at a level adequate to support the annual debt service requirements and necessary bond reserves. Government Code Section 29101 requires that the Board levy rates on the appropriate taxable property in the County.



**Discussion:**

Section 29100 of the Government Code requires that your Board adopt by resolution the rates of taxes on the secured roll, not to exceed the 1% limitation specified in Article XIII A of the Constitution and Sections 93 and 100 of the Revenue and Taxation Code. Under the January 2010 revision, Section 29100 requires the Board to adopt the rates on or before October 3 each year. For voter approved indebtedness the Board shall adopt the rates on the secured roll by determining the percentage of full value of property on the secured roll legally subject to support the annual debt requirements. The Auditor must determine that an adequate rate has been set to support the annual debt service requirements and necessary bond reserves.

Section 29101 states that "After adopting the rates the board shall levy the taxes upon the taxable property of the county in specific sums in terms of the rates so adopted. Each rate is upon the full assessed valuation of property and only upon property which is legally subject to such tax."

Section 29142 allows the board to approve a collection fee when taxes or assessments are collected by the county for any subject district, or zone or improvement district but excluding school districts. The section states that for taxes covering debt service requirements on any bond or bonds authorized and issued by such entities, the tax rate fixed to raise such amounts may be fixed by the board of supervisors to include also a percentage of such amounts up to one-fourth of one percent thereof.

**Financial Considerations:**

The various tax rates are necessary to provide taxes for the payment of principal and interest on certain long-term indebtedness and necessary and allowable bond reserves.

**(3) OTHER AGENCY INVOLVEMENT:**

The offices of the Assessor, Tax Collector, and Auditor work together to provide for assessment, collection, and distribution of all secured property taxes to the appropriate entities.

**BUDGETED:****SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

N/A

**STAFF RECOMMENDATION:**

1. Set and pass the FY **2017/2018** Tax Rates, Debt Service Rates and Direct Assessment Charges.
2. Authorize the levy of these rates against the taxable secured property within the county, which is subjected to each rate.
3. Adopt the resolution, which sets and approves the FY **2017/2018** tax rates as shown on Appendix A, attached and authorize the Chair to sign.
4. Approve the collection fee allowed by Section 29142 and described above.

**ADDITIONAL PERSONNEL:** No**ATTACHMENTS:**

Description	Upload Date	Type
Resolution	8/28/2017	Cover Memo
2017-18 Property Tax & Direct Assessments	8/28/2017	Cover Memo
Backup Support for Item	8/28/2017	Cover Memo

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE SAN BENITO COUNTY BOARD OF SUPERVISORS  
FIXING AND LEVYING FISCAL YEAR 2017-2018 GENERAL  
AND DEBT SERVICE TAXES AND SPECIAL ASSESSMENTS.

WHEREAS, the final budget of the County of San Benito has been adopted; and

WHEREAS, the final budgets of the special districts under locally elected boards, including the final budgets of the County of San Benito school districts, have been filed with the proper County Officials; and

WHEREAS, the total County general tax rate cannot exceed \$1.00 per one hundred dollars of assessed valuation in accordance with Article XIII A of the California Constitution and this Board of Supervisors knows of no agency legally entitled to a share of these general taxes whose budget is in violation of Article XIII B of the California Constitution; and

WHEREAS, the County Auditor has examined the legal requirements for voter approved debt service and the requests of the State Controller for school construction loan repayments and has applied delinquency allowances of 0% on the Secured Tax Roll and 1-18% of the Unsecured Tax Roll (based on prior year actual delinquencies) in calculating tax rates; and

WHEREAS, the County Auditor has examined the records pertaining to the indicated legally approved special assessments;

NOW, THEREFORE, LET IT BE RESOLVED, that the San Benito County Board of Supervisors does hereby affix the following tax rates per each one hundred dollars of secured property assessed valuation for the 2017-2018 fiscal year as specified on Appendix A.

BE IT FURTHER RESOLVED, that the Board of Supervisors, County of San Benito, does hereby establish the charges as specified on Appendix A.

BE IT FURTHER RESOLVED, that the Board of Supervisors, County of San Benito, does hereby approve the 0.25% bond debt collection fee allowed by Government Code § 29142.

BE IT FURTHER RESOLVED, that the County of San Benito Board of Supervisors does hereby levy taxes upon the County of San Benito and each of the aforementioned districts for the Fiscal Year 2017-2018 in the amount reached when the above mentioned tax rates are applied against the pertinent \$100 of assessed valuation.

PASSED AND ADOPTED, by the Board of Supervisors of the County of San Benito on the 12th day of September, by the following vote:

Ayes: Supervisor(s):  
Noes: Supervisor(s):  
Absent: Supervisor(s):  
Abstain: Supervisor(s):

By: \_\_\_\_\_  
Chair  
San Benito County Board of Supervisors

**ATTEST:**  
Chase Graves  
Clerk of the Board

**APPROVED AS TO LEGAL FORM:**  
San Benito County Counsel  
Matthew W. Granger, County Counsel

By: \_\_\_\_\_  
Chase Graves, Clerk of the Board

By: \_\_\_\_\_  
Matthew W. Granger, County Counsel

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

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

**COUNTY OF SAN BENITO  
TAXING ENTITY MASTER TITLE FILE  
CURRENT YEAR SUMMARY**

**APPENDIX A**

<u>A/V CODE</u>	<u>ENTITY DESCRIPTION</u>	<u>2017-18 RATE</u>	<u>DIRECT ASSESS</u>	<u>CONTACT</u>
00001	GENERAL PROPERTY TAX	1.000000		Kelsey MacIsaac or Nancy Luiz 636-4090
00002	UNITARY	1.000000		Kelsey MacIsaac or Nancy Luiz 636-4090
00003	UNITARY D.S.	0.048948		Kelsey MacIsaac or Nancy Luiz 636-4090
00004	RAILROAD	1.000000		Kelsey MacIsaac or Nancy Luiz 636-4090
00005	RAILROAD D.S.	0.048948		Kelsey MacIsaac or Nancy Luiz 636-4090
00803	SAN BENITO HSD BOND #2015	0.018622		Kelsey MacIsaac or Nancy Luiz 636-4090
00805	HOLLISTER ELEMENTARY SERIES 2015 A	0.010140		Kelsey MacIsaac or Nancy Luiz 636-4090
00810	AROMAS-SJ USD 2011 RFND BOND	0.050549		Kelsey MacIsaac or Nancy Luiz 636-4090
00812	SBHS BOND E2014 - #17	0.009452		Kelsey MacIsaac or Nancy Luiz 636-4090
00813	SBHS BOND E2016 - #17	0.027641		Kelsey MacIsaac or Nancy Luiz 636-4090
00815	HESD 2014 SERIES B	0.014246		Kelsey MacIsaac or Nancy Luiz 636-4090
00816	HESD 2016 SERIES A	0.025170		Kelsey MacIsaac or Nancy Luiz 636-4090
00817	HESD RFND 2017 Bond	0.007898		Kelsey MacIsaac or Nancy Luiz 636-4090
00819	SBC HOSPITAL D.S. #2014	0.022740		Kelsey MacIsaac or Nancy Luiz 636-4090
00826	NORTH COUNTY JT UN SCH DIST BOND	0.027162		Kelsey MacIsaac or Nancy Luiz 636-4090
00829	SOUTH MONTEREY COUNTY JT UN SCH DIST BOND	0.040291		Joey Nolasco 831-755-5040
00830	HARTNELL COMMUNITY COLLEGE 2005 B	0.037237		Joey Nolasco 831-755-5040
00831	WEST HILLS CCD 08 FID 02 A (COALINGA AREA)	0.003658		Hector Valles 559-600-3491
00839	CABRILLO COLLEGE D.S. 98B	0.006379		Cheryl McGinley 831-454-2009
00840	CABRILLO COLLEGE D.S. 98C	0.001519		Cheryl McGinley 831-454-2009
00841	CABRILLO COLLEGE D.S. 98D	0.001773		Cheryl McGinley 831-454-2009
00845	GAVILAN D.S. 3-2-04	0.020000		Mu-Han Cheng 408-299-5200
00846	COALINGA-HURON 2009 REFUNDING	0.018382		Hector Valles 559-600-3491
00848	COALINGA-HURON USD 2010 SER B	0.010192		Hector Valles 559-600-3491
00852	COALINGA-HURON USD 2010 SER D	0.010192		Hector Valles 559-600-3491
00853	COALINGA-HURON USD 2010 SER E	0.007000		Hector Valles 559-600-3491
00855	COALINGA-HURON USD 2012 REFUND	0.012100		Hector Valles 559-600-3491
00856	WEST HILLS COMMUNITY COLLEGE 2012 REFUND	0.001562		Hector Valles 559-600-3491
00857	WEST HILLS COMMUNITY COLLEGE SERIES B	0.017542		Hector Valles 559-600-3491
00858	WEST HILLS COMMUNITY COLLEGE 2014 A	0.008768		Hector Valles 559-600-3491
00859	WEST HILLS COMMUNITY COLLEGE 2015 REFUNDING C	0.002624		Hector Valles 559-600-3491
00860	CABRILLO COLLEGE D.S. 2012 REFUND	0.007242		Cheryl McGinley 831-454-2009
00861	CABRILLO COLLEGE D.S. 2004 REFUND	0.007337		Cheryl McGinley 831-454-2009
00862	COALINGA-HURON USD 2016 A	0.054764		Hector Valles 559-600-3491
00863	COALINGA-HURON USD 2017 REF	0.010090		Hector Valles 559-600-3491
00864	W HILLS CCD SFID 02 2016 REF A	0.004706		Hector Valles 559-600-3491
00911	SAN BENITO WATER DISTRICT- ZONE #6	0.250000		SBC WATER DISTRICT 637-8218
50815	SBC MOSQUITO ABATEMENT		*	SCI CONSULTING 800-273-5167
50850	CSA #36-ADVANCED LIFE SUPPORT		\$ 20.00	EMS 831-636-4011
50851	CSA #51 - COMSTOCK EST		\$ 465.20	PUBLIC WORKS
50852	ORCHARD ACRES		\$ 4,502.00	AROMAS/LAURIE GOODMAN 831-726-3155
50853	COMMUNITY FACILITIES DIST#4		*	CITY OF HOLLISTER 831-636-4340
50856	SANTANA RANCH CFD		\$ 618.06	SCI CONSULTING 800-273-5167
50855	CAFIRST SAN BENITO		*	David Taussig & Assoc 800-969-4382
50916	CSA #16-HOLIDAY ESTATES		*	PUBLIC WORKS 831-636-4170
50917	CSA #53-RIVERVIEW ESTATES		*	PUBLIC WORKS
50918	CSA #54-PACHECO CREEK ESTATES		*	PUBLIC WORKS
50923	CSA #42-LEMMON ACRES		*	PUBLIC WORKS
50929	CSA #50-DUNVILLE EST		\$ 1,700.64	PUBLIC WORKS
50930	CSA #50-DUNVILLE EST WATER		\$ 371.80	PUBLIC WORKS
50931	CSA #21 - LONG ACRES		\$ 315.40	PUBLIC WORKS
50932	CSA #23-RANCHO SAN JOAQUIN		*	PUBLIC WORKS
50933	CSA #24-SANTA ANA ACRES		*	PUBLIC WORKS
50934	CSA #22-CIELO VISTA		\$ 963.56	PUBLIC WORKS

**COUNTY OF SAN BENITO  
TAXING ENTITY MASTER TITLE FILE  
CURRENT YEAR SUMMARY**

**APPENDIX A**

<u>A/V CODE</u>	<u>ENTITY DESCRIPTION</u>	<u>2017-18 RATE</u>	<u>DIRECT ASSESS</u>	<u>CONTACT</u>
50939	CSA #31-STONEGATE		\$ 3,323.14	PUBLIC WORKS
50941	CSA #34-AUSAYMAS		\$ 396.56	PUBLIC WORKS
50942	CSA #35-UNION HEIGHTS		*	PUBLIC WORKS
50943	CSA #28-HEATHERWOOD ESTATES		*	PUBLIC WORKS
50944	CSA #46-QUAIL HOLLOW SUBDIVISION		\$ 489.46	PUBLIC WORKS
50945	CSA #47-OAK CREEK SUBDIVISION		*	PUBLIC WORKS
50946	CSA #48-DRY CREEK SUBDIVISION		*	PUBLIC WORKS
50948	CSA #31-CAPITAL COST 08-31		\$ 2,719.74	PUBLIC WORKS
50953	CSA #55 - CREEKSIDE 5		\$ 614.86	PUBLIC WORKS
83500	COALINGA-HURON LIBRARY DISTRICT		*	Carol Kreamer 559-935-1676
89800	VALLE VISTA LIGHTING & LANDSCAPING		*	CITY OF SAN JUAN BAUTISTA 623-4661
89900	MELLO ROOS DISTRICT 3		\$ 496.00	CITY OF HOLLISTER 831-636-4360
90100	MELLO ROOS DISTRICT 2		*	CITY OF HOLLISTER 831-636-4360
90200	MELLO ROOS DISTRICT 1		\$ 250.00	CITY OF HOLLISTER 831-636-4360
90500	GATEWAY CENTER		*	WILLDAN FIN SRV 866-807-6864
90800	HOLLISTER WEED ABATEMENT		*	CITY OF HOLLISTER FIRE 636-4325
91200	VISTA SAN BENITO ASSESSMENT DISTRICT		*	WILLDAN FIN SRV 866-807-6864
91300	MERIDIAN STREET IMPROV ASSESSMENT		*	WILLDAN FIN SRV 866-807-6864
91400	LANDSCAPE & LIGHTING ASSESSMENT		*	CITY OF HOLLISTER
92400	PAJARO VALLEY WATER MGMT ASSESSMENT		*	ROCIO 831-722-9292
93000	SAN BENITO WATER DIST-STANDBY CHARGE		*	SBC WATER DISTRICT 637-8218

Note: \* charge varies based on Agency

## Nancy Santos

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**From:** Kelsey MacIsaac  
**Sent:** Wednesday, August 16, 2017 8:59 AM  
**To:** Nancy Santos  
**Subject:** FW: Unitary Notes

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**From:** Kelsey MacIsaac  
**Sent:** Wednesday, August 09, 2017 2:42 PM  
**To:** Nancy Santos  
**Subject:** RE: Unitary Notes

Ok – so I'll still have Janet double check but the rate I got for this year is 0.048948 for 17/18.

Do you want me to send you the spreadsheet too?

---

**From:** Nancy Santos  
**Sent:** Wednesday, August 09, 2017 2:36 PM  
**To:** Kelsey MacIsaac  
**Subject:** Unitary Notes

Nancy Santos-Luiz  
San Benito County Auditor Office  
Property Tax Specialist  
831.636.4090 ext. 16

**SAN BENITO COUNTY  
DEBT SERVICE TAX RATE WORKSHEET**

**NAME: SAN BENITO HSD BOND #2015**  
617.95.6626

**FUND: 606**

**FY: 2017/18**  
**CODE: 00803**

New Year: 2015/16

End Year:

**ASSESSED VALUES:**

NET VALUATION (LESS ALL EXEMPTION)  
OTHER COUNTIES - SANTA CLARA  
SUB TOTAL  
LESS: DELINQUENCY ALLOWANCE  
SUB TOTAL  
LESS: REDEVELOPMENT AGENCY  
SUB TOTAL  
ADD: HOPTR - SAN BENITO COUNTY  
ADD: HOPTR - OTHER COUNTIES - SANTA CLARA  
**ADJUSTED VALUE FOR TAX RATE COMPUTATION**

	A SECURED & UTILITY ROLL	B UNSECURED ROLL
1	6,173,118,951	253,267,094
2	38,156,300	1,278,399
3	6,211,275,251	254,545,493
4	0	9,959,754
5	6,211,275,251	244,585,739
6	0	0
7	6,211,275,251	244,585,739
8	50,286,300	98,000
9	42,000	0
10	6,261,603,551	244,683,739

**BUDGET REQUIREMENT:**

PLUS: RESERVE REQUIREMENT  
PAYING AGENCY FEE  
**NET TAX LEVY REQUIRED**

11	1,234,181
12	
13	750
14	1,234,931

**TAX LEVY:**

**UNSECURED TAX LEVY**

UNSECURED TAX RATE (PRIOR YEAR SECURED)  
NET UNSECURED LEVY (7B\*14)  
HOPTR ((8B+9B)\*14)  
TOTAL UNSECURED LEVY

14	0.028150
15	68,851
16	28
17	68,878

**SECURED TAX LEVY**

REQUIRED TAX LEVY (14-17)  
**SECURED TAX RATE (18/10A)**  
NET SECURED LEVY (19\*7A)  
HOPTR ((8A+9A)\*19)  
TOTAL SECURED LEVY

18	1,166,053
19	0.018622
20	1,156,681
21	9,372
22	1,166,053

**TOTAL TAX LEVY (17+22)**

1,234,931

VALUE %

**APPORTIONMENT COMPUTATION:**

DEBT APPORTIONMENT (25-24)  
REDEVELOPMENT APPORTIONMENT (6A+6B)  
TOTAL (1A+1B)

23	6,426,386,045	100.00%
24	0	0.00%
25	6,426,386,045	100.00%
		100.00%

**DELINQUENCY ALLOWANCE:**

SECURED 0.00%  
UNSECURED 3.9%



**SAN BENITO COUNTY  
DEBT SERVICE TAX RATE WORKSHEET**

**NAME: HOLLISTER ELEMENTARY SERIES 2015 A**  
617.95.6621

**FUND: 606**

**FY: 2017/18  
CODE: 00805**

End Year 2021

**ASSESSED VALUES:**

NET VALUATION (LESS ALL EXEMPTION)  
OTHER COUNTIES - **NONE**  
SUB TOTAL  
LESS: DELINQUENCY ALLOWANCE  
SUB TOTAL  
LESS: REDEVELOPMENT AGENCY  
SUB TOTAL  
ADD: HOPTR - SAN BENITO COUNTY  
ADD: HOPTR - OTHER COUNTIES - **NONE**  
**ADJUSTED VALUE FOR TAX RATE COMPUTATION**

	A SECURED & UTILITY ROLL	B UNSECURED ROLL
1	4,612,349,163	175,072,930
2		
3	4,612,349,163	175,072,930
4	0	8,875,306
5	4,612,349,163	166,197,624
6	0	0
7	4,612,349,163	166,197,624
8	41,460,700	49,000
9		
10	4,653,809,863	166,246,624

**BUDGET REQUIREMENT:**

PLUS: RESERVE REQUIREMENT  
PAYING AGENCY FEE  
**NET TAX LEVY REQUIRED**

11	509,875
12	0
13	500
14	510,375

**TAX LEVY:**

**UNSECURED TAX LEVY**

UNSECURED TAX RATE (PRIOR YEAR SECURED)  
NET UNSECURED LEVY (7B\*14)  
HOPTR ((8B+9B)\*14)  
TOTAL UNSECURED LEVY

14	0.023136
15	38,451
16	11
17	38,463

**SECURED TAX LEVY**

REQUIRED TAX LEVY (14-17)  
**SECURED TAX RATE (18/10A)**  
NET SECURED LEVY (19\*7A)  
HOPTR ((8A+9A)\*19)  
TOTAL SECURED LEVY

18	471,912
19	0.010140
20	467,708
21	4,204
22	471,912

**TOTAL TAX LEVY (17+22)**

510,375

VALUE %

**APPORTIONMENT COMPUTATION:**

DEBT APPORTIONMENT (25-24)  
REDEVELOPMENT APPORTIONMENT (6A+6B)  
TOTAL (1A+1B)

23	4,787,422,093	100.00%
24	0	0.00%
25	4,787,422,093	100.00%
		100.00%

**DELINQUENCY ALLOWANCE:**

SECURED 0.00%  
UNSECURED 5.1%

SAN BENITO COUNTY  
DEBT SERVICE TAX RATE WORKSHEET

NAME: **AROMAS - SJ USD RFND BOND**

617.95.6645

FY: 2017-18  
CODE: **00810**

End Year 2023

**ASSESSED VALUES:**

NET VALUATION (LESS ALL EXEMPTION)  
OTHER COUNTIES-MONTEREY/SANTA CRUZ  
SUB TOTAL  
LESS: DELINQUENCY ALLOWANCE  
SUB TOTAL  
LESS: REDEVELOPMENT AGENCY  
SUB TOTAL  
ADD: HOPTR - SAN BENITO COUNTY  
ADD: HOPTR - MONTEREY/SANTA CRUZ  
ADJUSTED VALUE FOR TAX RATE COMPUTATION

	A SECURED & UTILITY ROLL	B UNSECURED ROLL
1	1,143,619,641	157,698,666
2	459,425,684	13,844,174
3	1,603,045,325	171,542,840
4	0	463,142
5	1,603,045,325	171,079,698
6		
7	1,603,045,325	171,079,698
8	6,333,200	0
9	3,746,400	
10	1,613,124,925	171,079,698

**BUDGET REQUIREMENT:**

PLUS: RESERVE REQUIREMENT  
PAYING AGENCY FEE  
NET TAX LEVY REQUIRED

11	901,050
12	0
13	500
14	901,550

**TAX LEVY:**

**UNSECURED TAX LEVY**

UNSECURED TAX RATE (PRIOR YEAR SECURED)  
NET UNSECURED LEVY (7B\*14)  
HOPTR ((8B+9B)\*14)  
TOTAL UNSECURED LEVY

14	0.050350
15	86,139
16	0
17	86,139

**SECURED TAX LEVY**

REQUIRED TAX LEVY (13-17)  
SECURED TAX RATE (18/10A)  
NET SECURED LEVY (19\*7A)  
HOPTR ((8A+9A)\*19)  
TOTAL SECURED LEVY

18	815,411
19	0.050549
20	810,316
21	5,095
22	815,411

**TOTAL TAX LEVY (17+22)**

901,550

**APPORTIONMENT COMPUTATION:**

DEBT APPORTIONMENT (25-24)  
REDEVELOPMENT APPORTIONMENT (6A+6B)  
TOTAL (1A+1B)

	VALUE	%
23	1,301,318,307	100.00%
24	0	0.00%
25	1,301,318,307	100.00%
		100.00%

**DELINQUENCY ALLOWANCE:**

SECURED  
UNSECURED

0.00%
0.2700%

**SAN BENITO COUNTY  
DEBT SERVICE TAX RATE WORKSHEET**

**NAME: SBHS BOND E2014 - #17**  
617.95.6625

**FUND: 606**

**FY: 2017/18**  
**CODE: 00812**

**New Year: 2017/18**  
**End Year:**

**ASSESSED VALUES:**

NET VALUATION (LESS ALL EXEMPTION)  
OTHER COUNTIES - SANTA CLARA  
SUB TOTAL  
LESS: DELINQUENCY ALLOWANCE  
SUB TOTAL  
LESS: REDEVELOPMENT AGENCY  
SUB TOTAL  
ADD: HOPTR - SAN BENITO COUNTY  
ADD: HOPTR - OTHER COUNTIES - SANTA CLARA  
**ADJUSTED VALUE FOR TAX RATE COMPUTATION**

	A SECURED & UTILITY ROLL	B UNSECURED ROLL
1	6,173,118,951	253,267,094
2	38,156,300	1,278,399
3	6,211,275,251	254,545,493
4	0	0
5	6,211,275,251	254,545,493
6	0	0
7	6,211,275,251	254,545,493
8	50,286,300	98,000
9	42,000	0
10	6,261,603,551	254,643,493

**BUDGET REQUIREMENT:**

PLUS: RESERVE REQUIREMENT  
PAYING AGENCY FEE  
**NET TAX LEVY REQUIRED**

11	591,078
12	
13	750
14	591,828

**TAX LEVY:**

**UNSECURED TAX LEVY**

UNSECURED TAX RATE (PRIOR YEAR SECURED)  
NET UNSECURED LEVY (7B\*14)  
HOPTR ((8B+9B)\*14)  
TOTAL UNSECURED LEVY

14	0.000000
15	0
16	0
17	0

**SECURED TAX LEVY**

REQUIRED TAX LEVY (14-17)  
**SECURED TAX RATE (18/10A)**  
NET SECURED LEVY (19\*7A)  
HOPTR ((8A+9A)\*19)  
TOTAL SECURED LEVY

18	591,828
19	0.009452
20	587,071
21	4,757
22	591,828

**TOTAL TAX LEVY (17+22)**

591,828

**APPORTIONMENT COMPUTATION:**

DEBT APPORTIONMENT (25-24)  
REDEVELOPMENT APPORTIONMENT (6A+6B)  
TOTAL (1A+1B)

	VALUE	%
23	6,426,386,045	100.00%
24	0	0.00%
25	6,426,386,045	100.00%
		100.00%

**DELINQUENCY ALLOWANCE:**

SECURED 0.00%  
UNSECURED 0.0%



**SAN BENITO COUNTY  
DEBT SERVICE TAX RATE WORKSHEET**

**NAME: SBHS BOND E2016 - #17**  
617.95.6627

**FUND: 606**

**FY: 2017/18**  
**CODE: 00813**

**New Year: 2017/18**  
**End Year:**

**ASSESSED VALUES:**

NET VALUATION (LESS ALL EXEMPTION)  
OTHER COUNTIES - SANTA CLARA  
SUB TOTAL  
LESS: DELINQUENCY ALLOWANCE  
SUB TOTAL  
LESS: REDEVELOPMENT AGENCY  
SUB TOTAL  
ADD: HOPTR - SAN BENITO COUNTY  
ADD: HOPTR - OTHER COUNTIES - SANTA CLARA  
**ADJUSTED VALUE FOR TAX RATE COMPUTATION**

	A SECURED & UTILITY ROLL	B UNSECURED ROLL
1	6,173,118,951	253,267,094
2	38,156,300	1,278,399
3	6,211,275,251	254,545,493
4	0	0
5	6,211,275,251	254,545,493
6	0	0
7	6,211,275,251	254,545,493
8	50,286,300	98,000
9	42,000	0
10	6,261,603,551	254,643,493

**BUDGET REQUIREMENT:**

PLUS: RESERVE REQUIREMENT  
PAYING AGENCY FEE  
**NET TAX LEVY REQUIRED**

11	1,730,000
12	
13	750
14	1,730,750

**TAX LEVY:**

**UNSECURED TAX LEVY**

UNSECURED TAX RATE (PRIOR YEAR SECURED)  
NET UNSECURED LEVY (7B\*14)  
HOPTR ((8B+9B)\*14)  
TOTAL UNSECURED LEVY

14	0.000000
15	0
16	0
17	0

**SECURED TAX LEVY**

REQUIRED TAX LEVY (14-17)  
**SECURED TAX RATE (18/10A)**  
NET SECURED LEVY (19\*7A)  
HOPTR ((8A+9A)\*19)  
TOTAL SECURED LEVY

18	1,730,750
19	0.027641
20	1,716,839
21	13,911
22	1,730,750

**TOTAL TAX LEVY (17+22)**

1,730,750

**APPORTIONMENT COMPUTATION:**

DEBT APPORTIONMENT (25-24)  
REDEVELOPMENT APPORTIONMENT (6A+6B)  
TOTAL (1A+1B)

	VALUE	%
23	6,426,386,045	100.00%
24	0	0.00%
25	6,426,386,045	100.00%
		100.00%

**DELINQUENCY ALLOWANCE:**

SECURED 0.00%  
UNSECURED 0.0%

**SAN BENITO COUNTY  
DEBT SERVICE TAX RATE WORKSHEET**

**NAME: HESD 2014 SERIES #B**  
617.95.6622

**FUND: 606**

**FY: 2017/18  
CODE: 00815**

Starting Year: 2017  
End Year :2046

**ASSESSED VALUES:**

NET VALUATION (LESS ALL EXEMPTION)  
OTHER COUNTIES - **NONE**  
SUB TOTAL  
LESS: DELINQUENCY ALLOWANCE  
SUB TOTAL  
LESS: REDEVELOPMENT AGENCY  
SUB TOTAL  
ADD: HOPTR - SAN BENITO COUNTY  
ADD: HOPTR - OTHER COUNTIES - **NONE**  
**ADJUSTED VALUE FOR TAX RATE COMPUTATION**

	A SECURED & UTILITY ROLL	B UNSECURED ROLL
1	4,612,349,163	175,072,930
2		
3	4,612,349,163	175,072,930
4	0	0
5	4,612,349,163	175,072,930
6	0	0
7	4,612,349,163	175,072,930
8	41,460,700	49,000
9		
10	4,653,809,863	175,121,930

**BUDGET REQUIREMENT:**

PLUS: RESERVE REQUIREMENT  
PAYING AGENCY FEE  
**NET TAX LEVY REQUIRED**

11	662,550
12	0
13	452
14	663,002

**TAX LEVY:**

**UNSECURED TAX LEVY**

UNSECURED TAX RATE (PRIOR YEAR SECURED)  
NET UNSECURED LEVY (7B\*14)  
HOPTR ((8B+9B)\*14)  
TOTAL UNSECURED LEVY

14	
15	0
16	0
17	0

**SECURED TAX LEVY**

REQUIRED TAX LEVY (14-17)  
**SECURED TAX RATE (18/10A)**  
NET SECURED LEVY (19\*7A)  
HOPTR ((8A+9A)\*19)  
TOTAL SECURED LEVY

18	663,002
19	0.014246
20	657,095
21	5,907
22	663,002

**TOTAL TAX LEVY (17+22)**

663,002

**APPORTIONMENT COMPUTATION:**

DEBT APPORTIONMENT (25-24)  
REDEVELOPMENT APPORTIONMENT (6A+6B)  
TOTAL (1A+1B)

	VALUE	%
23	4,787,422,093	100.00%
24	0	0.00%
25	4,787,422,093	100.00%
		100.00%

**DELINQUENCY ALLOWANCE:**

SECURED  
UNSECURED

0.00%

0.0%

**SAN BENITO COUNTY  
DEBT SERVICE TAX RATE WORKSHEET**

**NAME: HESD 2016 SERIES A**  
**617.95.6623**

**FUND: 606**

**FY: 2017/18**  
**CODE: 00816**

**Starting Year: 2017**  
**End Year : 2046**

**ASSESSED VALUES:**

NET VALUATION (LESS ALL EXEMPTION)  
OTHER COUNTIES - **NONE**  
SUB TOTAL  
LESS: DELINQUENCY ALLOWANCE  
SUB TOTAL  
LESS: REDEVELOPMENT AGENCY  
SUB TOTAL  
ADD: HOPTR - SAN BENITO COUNTY  
ADD: HOPTR - OTHER COUNTIES - **NONE**  
**ADJUSTED VALUE FOR TAX RATE COMPUTATION**

	A SECURED & UTILITY ROLL	B UNSECURED ROLL
1	4,612,349,163	175,072,930
2		
3	4,612,349,163	175,072,930
4	0	0
5	4,612,349,163	175,072,930
6	0	0
7	4,612,349,163	175,072,930
8	41,460,700	49,000
9		
10	4,653,809,863	175,121,930

**BUDGET REQUIREMENT:**  
**PLUS: RESERVE REQUIREMENT**  
**PAYING AGENCY FEE**  
**NET TAX LEVY REQUIRED**

11	1,170,900
12	0
13	452
14	1,171,352

**TAX LEVY:**

**UNSECURED TAX LEVY**

UNSECURED TAX RATE (PRIOR YEAR SECURED)  
NET UNSECURED LEVY (7B\*14)  
HOPTR ((8B+9B)\*14)  
TOTAL UNSECURED LEVY

14	
15	0
16	0
17	0

**SECURED TAX LEVY**

REQUIRED TAX LEVY (14-17)  
**SECURED TAX RATE (18/10A)**  
NET SECURED LEVY (19\*7A)  
HOPTR ((8A+9A)\*19)  
TOTAL SECURED LEVY

18	1,171,352
19	0.025170
20	1,160,916
21	10,436
22	1,171,352

**TOTAL TAX LEVY (17+22)**

**1,171,352**

**APPORTIONMENT COMPUTATION:**

DEBT APPORTIONMENT (25-24)  
REDEVELOPMENT APPORTIONMENT (6A+6B)  
TOTAL (1A+1B)

	VALUE	%
23	4,787,422,093	100.00%
24	0	0.00%
25	4,787,422,093	100.00%
		100.00%

**DELINQUENCY ALLOWANCE:**

SECURED  
UNSECURED

0.00%

0.0%



**SAN BENITO COUNTY  
DEBT SERVICE TAX RATE WORKSHEET**

**NAME: HESD RFND 2017 BOND**  
617.95.

**FUND: 606**

**FY: 2017/18**  
**CODE: 00817**

Starting Year: 2017  
End Year :2021

**ASSESSED VALUES:**

NET VALUATION (LESS ALL EXEMPTION)  
OTHER COUNTIES - **NONE**  
SUB TOTAL  
LESS: DELINQUENCY ALLOWANCE  
SUB TOTAL  
LESS: REDEVELOPMENT AGENCY  
SUB TOTAL  
ADD: HOPTR - SAN BENITO COUNTY  
ADD: HOPTR - OTHER COUNTIES - **NONE**  
**ADJUSTED VALUE FOR TAX RATE COMPUTATION**

	A SECURED & UTILITY ROLL	B UNSECURED ROLL
1	4,612,349,163	175,072,930
2		
3	4,612,349,163	175,072,930
4	0	8,896,460
5	4,612,349,163	166,176,470
6	0	0
7	4,612,349,163	166,176,470
8	41,460,700	49,000
9		
10	4,653,809,863	166,225,470

**BUDGET REQUIREMENT:**

PLUS: RESERVE REQUIRMENT  
PAYING AGENCY FEE  
**NET TAX LEVY REQUIRED**

11	383,632
12	0
13	452
14	384,084

**TAX LEVY:**

**UNSECURED TAX LEVY**

UNSECURED TAX RATE (PRIOR YEAR SECURED)  
NET UNSECURED LEVY (7B\*14)  
HOPTR ((8B+9B)\*14)  
TOTAL UNSECURED LEVY

14	0.009932
15	16,505
16	5
17	16,510

**SECURED TAX LEVY**

REQUIRED TAX LEVY (14-17)  
**SECURED TAX RATE (18/10A)**  
NET SECURED LEVY (19\*7A)  
HOPTR ((8A+9A)\*19)  
TOTAL SECURED LEVY

18	367,574
19	0.007898
20	364,299
21	3,275
22	367,574

**TOTAL TAX LEVY (17+22)**

384,084

**APPORTIONMENT COMPUTATION:**

DEBT APPORTIONMENT (25-24)  
REDEVELOPMENT APPORTIONMENT (6A+6B)  
TOTAL (1A+1B)

	VALUE	%
23	4,787,422,093	100.00%
24	0	0.00%
25	4,787,422,093	100.00%
		100.00%

**DELINQUENCY ALLOWANCE:**

SECURED  
UNSECURED

0.00%
5.1%

**SAN BENITO COUNTY  
DEBT SERVICE TAX RATE WORKSHEET**

NAME: **SB HOSPITAL BOND #2014**  
616.95.6606

FUND: 531

FY 2017-18  
CODE: 00819

End Year 2035

**ASSESSED VALUES:**

NET VALUATION (LESS ALL EXEMPTION)  
OTHER COUNTIES - **NONE**  
SUB TOTAL  
LESS: DELINQUENCY ALLOWANCE  
SUB TOTAL  
LESS: REDEVELOPMENT AGENCY  
SUB TOTAL  
ADD: HOPTR - SAN BENITO COUNTY  
ADD: HOPTR - OTHER COUNTIES - **NONE**

**ADJUSTED VALUE FOR TAX RATE COMPUTATION**

	A SECURED & UTILITY ROLL	B UNSECURED ROLL
1	7,114,771,609	408,523,885
2	0	0
3	7,114,771,609	408,523,885
4	0	9,789,526
5	7,114,771,609	398,734,359
6		
7	7,114,771,609	398,734,359
8	55,016,500	98,000
9	0	0
10	7,169,788,109	398,832,359

**BUDGET REQUIREMENT:**

PLUS: INCREASE TO RESERVE  
Plus: .25% Debt Collection Fee  
**NET TAX LEVY REQUIRED**

11	1,701,362
12	20,000
	4,314
13	1,725,676

**TAX LEVY:**

**UNSECURED TAX LEVY**

UNSECURED TAX RATE (PRIOR YEAR SECURED)  
**NET UNSECURED LEVY (7B\*14)**  
HOPTR ((8B+9B)\*14)  
TOTAL UNSECURED LEVY

14	0.023881
15	95,222
16	23
17	95,245

**SECURED TAX LEVY**

REQUIRED TAX LEVY (13-17)  
**SECURED TAX RATE (18/10A)**  
NET SECURED LEVY (19\*7A)  
HOPTR ((8A+9A)\*19)  
TOTAL SECURED LEVY

18	1,630,431
19	0.022740
20	1,617,920
21	12,511
22	1,630,431

**TOTAL TAX LEVY (17+22)**

1,725,676

**APPORTIONMENT COMPUTATION:**

DEBT APPORTIONMENT (25-24)  
REDEVELOPMENT APPORTIONMENT (6A+6B)  
TOTAL (1A+1B)

	VALUE	%
23	7,523,295,494	100.00%
24	0	0.00%
25	7,523,295,494	100.00%
		100.00%

**DELINQUENCY ALLOWANCE:**

SECURED  
UNSECURED

0.00%
2.4%



SAN BENITO COUNTY  
DEBT SERVICE TAX RATE WORKSHEET  
NAME: **NORTH COUNTY JOINT UNION SCHOOL DISTRICT BOND 2006**  
Tax Code **00826** FY: 2017/18  
617.95.6635

Year End 2031

**ASSESSED VALUES:**

NET VALUATION (LESS ALL EXEMPTION)  
OTHER COUNTIES-SANTA CLARA  
SUB TOTAL  
LESS: DELINQUENCY ALLOWANCE  
SUB TOTAL  
LESS: REDEVELOPMENT AGENCY  
SUB TOTAL  
ADD: HOPTR - SAN BENITO COUNTY  
ADD: HOPTR - **SANTA CLARA**  
**ADJUSTED VALUE FOR TAX RATE COMPUTATION**

	A SECURED & UTILITY ROLL	B UNSECURED ROLL
1	738,724,846	63,780,238
2	38,156,300	1,278,399
3	776,881,146	65,058,637
4	0	545,393
5	776,881,146	64,513,244
6		
7	776,881,146	64,513,244
8	3,927,000	14,000
9	42,000	0
10	<b>780,850,146</b>	<b>64,527,244</b>

**BUDGET REQUIREMENT:**

PLUS RESERVE REQUIREMENT  
PAYING AGENCY FEE  
**NET TAX LEVY REQUIRED**

11	230,838
12	0
13	500
14	<b>231,338</b>

**TAX LEVY:**

**UNSECURED TAX LEVY**

UNSECURED TAX RATE (PRIOR YEAR SECURED)  
NET UNSECURED LEVY (7B\*14)  
HOPTR ((8B+9B)\*14)  
TOTAL UNSECURED LEVY

14	<b>0.029816</b> *
15	19,235
16	4
17	<b>19,239</b>

**SECURED TAX LEVY**

REQUIRED TAX LEVY (13-17)  
SECURED TAX RATE (18/10A)  
NET SECURED LEVY (19\*7A)  
HOPTR ((8A+9A)\*19)  
TOTAL SECURED LEVY

18	212,098
19	<b>0.027162</b> *
20	211,020
21	1,078
22	<b>212,098</b>

**TOTAL TAX LEVY (17+22)**

**231,338**

**APPORTIONMENT COMPUTATION:**

DEBT APPORTIONMENT (25-24)  
REDEVELOPMENT APPORTIONMENT (6A+6B)  
TOTAL (1A+1B)

	VALUE	%
23	802,505,084	100.00%
24	0	0.00%
25	802,505,084	100.00%
		100.00%

**DELINQUENCY ALLOWANCE:**

SECURED  
UNSECURED

0.00%
<b>0.8383%</b>

## Nancy Santos

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**From:** Nolasco, Joey x5716 <NolascoJ@co.monterey.ca.us>  
**Sent:** Friday, August 25, 2017 12:50 PM  
**To:** Nancy Santos  
**Subject:** RE: 17/18 Rates

South Monterey .040291%  
Hartnell .037237%

They have not yet been approved by the Board.

Joey

---

**From:** Nancy Santos [<mailto:NSantos@cosb.us>]  
**Sent:** Friday, August 25, 2017 11:54 AM  
**To:** Nolasco, Joey x5716 <[NolascoJ@co.monterey.ca.us](mailto:NolascoJ@co.monterey.ca.us)>  
**Subject:** 17/18 Rates

Just wondering if the rates are available?

Nancy Santos-Luiz  
San Benito County Auditor Office  
Property Tax Specialist  
831.636.4090 ext. 16

## Nancy Santos

**From:** Feliciano, Lynette <Lynette.Feliciano@fin.sccgov.org>  
**Sent:** Monday, July 31, 2017 11:26 AM  
**To:** Nancy Santos  
**Cc:** Rita Leon; Kelsey MacIsaac; Jim Sanchez; Ma, Jacelyn; Kan, Kenneth; Cheng, Mu-Hua; Feliciano, Lynette  
**Subject:** FY16-17 San Benito Jt Cty School Tax Rates  
**Attachments:** FY17-18 Secured AV (County of Santa Clara) - IA37.pdf; FY17-18 Unsecured AV (County of Santa Clara)-IS39.pdf

Hi Nancy,

The FY17-18 tax rate for **Gavilan Community College 2004 G.O. bond is .02000.**

If already available, can you provide the Secured FY17-18 G.O. bond tax rates for:

- a) North County Joint 2006
- b) San Benito High 2014
- c) San Benito High 2016

We would appreciate it if we could receive the tax rates no later than Friday, 8/4/17.

Attached is County of Santa Clara's FY17-18 Assessed Valuation for both Secured and Unsecured.

Thank you.

Lynette Feliciano  
County of Santa Clara

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**From:** Nancy Santos [mailto:NSantos@cosb.us]  
**Sent:** Tuesday, July 25, 2017 10:10 AM  
**To:** Feliciano, Lynette <Lynette.Feliciano@fin.sccgov.org>  
**Cc:** Ma, Jacelyn <Jacelyn.Ma@fin.sccgov.org>; Cheng, Mu-Hua <Mu-Hua.Cheng@fin.sccgov.org>; Kan, Kenneth <Kenneth.Kan@fin.sccgov.org>  
**Subject:** RE: Gavilan College Certified Values FY 17-18

TAX CODE: 00845 GAVILAN 3-2-04 D.S.			
VALUE BASE	7	Net of All	
TYPE:	OPERATING		
	<u>SECURED</u>	<u>UNSECURED</u>	<u>TOTAL</u>
PARCEL COUNT	19,469	1,956	21,425
LOCAL	7,105,452,707	408,523,885	7,513,976,592
UTILITY			0
TOTAL	7,105,452,707	408,523,885	7,513,976,592
PLUS HOX	54,953,500	98,000	55,051,500
TOTAL	7,160,406,207	408,621,885	7,569,028,092

## Nancy Santos

**From:** Lupe Luna <Lupe.Luna@santacruzcounty.us>  
**Sent:** Monday, August 14, 2017 10:25 AM  
**To:** Nancy Santos  
**Cc:** Cheryl McGinley  
**Subject:** RE: 17/18 AV's

Cheryl would probably tell you, yes, but let's not for now. I didn't know you needed this so I'm still learning.

### COMMUNITY COLLEGE

36206	642581	Cabrillo College Debt Service 1998 Series B ✓	0.006379% ✓
36207	642582	Cabrillo College Debt Service 1998 Series C ✓	0.001519% ✓
36208	642583	Cabrillo College Debt Service 1998 Series D ✓	0.001773% ✓
36209	642584	Cabrillo College Debt Service 2004 Series A Ø	0.000000% ✓
36213	642587	Cabrillo College Debt Service 2004A Refunded 2012 ✓	0.007242% ✓
36214	642589	Cabrillo College Debt Service 2016 Refunding 2004 ✓	0.007337% ✓

**From:** Nancy Santos [mailto:NSantos@cosb.us]  
**Sent:** Monday, August 14, 2017 10:05 AM  
**To:** Lupe Luna <Lupe.Luna@santacruzcounty.us>  
**Subject:** RE: 17/18 AV's

Do you have the rates for Cabrillo College? Should I replace Cheryl McGinley's name with your name as far as a contact person?

**From:** Lupe Luna [mailto:Lupe.Luna@santacruzcounty.us]  
**Sent:** Monday, August 14, 2017 10:04 AM  
**To:** Nancy Santos  
**Subject:** RE: 17/18 AV's

Thank you Nancy. Look forward to working with you.

Have a great day.

**From:** Nancy Santos [mailto:NSantos@cosb.us]  
**Sent:** Monday, August 14, 2017 9:54 AM  
**To:** Lupe Luna <Lupe.Luna@santacruzcounty.us>  
**Subject:** RE: 17/18 AV's

Good Morning – got the rates finalized

00810	AROMAS-SJ USD 2011 RFND BOND	0.051186
00815	HESD 2014 SERIES B	0.014246
00816	HESD 2016 SERIES A	0.025170
00817	HESD RFND 2017 Bond	0.011063
00805	HOLLISTER ELEMENTARY SERIES 2015 A	0.010140
00826	NORTH COUNTY JT UN SCH DIST BOND	0.027162

COUNTY OF FRESNO  
JOINT COUNTY BOND RATES  
FOR FISCAL YEAR 2017-18

FOR SAN BENITO COUNTY

COALINGA-HURON USD 2009 REFUNDING	0.018382 ✓	
COALINGA-HURON USD 2010, SER. B	0.010192 ✓	
COALINGA-HURON USD 2012 REFUNDING	0.012100 ✓	
COALINGA-HURON USD 2010, SER. D	0.010192 ✓	
COALINGA-HURON USD 2010, SER. E	0.007000 ✓	
COALINGA-HURON USD 2016 A	0.054764	new 00862
COALINGA-HURON UDS 2017 REFUNDING	0.010090	new 00863
W. HILLS CCD 08, SFID 02, SERIES A (COALINGA AI	0.003658 ✓	
W. HILLS CCD 08, SFID 02, SERIES B (COALINGA AI	0.017542 ✓	
W. HILLS CCD 2012 REFUNDING	0.001562 ✓	
W. HILLS CCD 2014 A	0.008768 ✓	
W. HILLS CCD 2015 REFUNDING C	0.002624 ✓	
W. HILLS CCD, SFID 02, 2016 REF A	0.004706	new 00864



## 2017 FAIR EXHIBITOR PACKET



TO: All Fair Exhibitors

FROM: Susan Ross, Business Manager

RE: Booth Rental Agreement, Forms & Payments

We are pleased you have chosen to be a part of the 2017 San Benito County Fair, *"Lettuce Celebrate!"* on September 28 – October 1. Enclosed, please find the standard Booth Rental Agreement and other documents for your Exhibit Booth or Concession enclosed. Paperwork for all items applicable to your booth participation is included and must be completed and returned by the date shown on the Booth Rental Agreement.

- **AGREEMENT** – Sign and return **ONE** copy of your Booth Rental Agreement. The other copy should be retained for your records.
- **INSURANCE** – Have your Insurance Carrier mail a current Certificate of Insurance to the 33<sup>rd</sup> District Agricultural Association-San Benito County Fair at our new mailing address: PO Box 780, Tres Pinos, CA 95075. Paperwork can also be emailed to [office@sanbenitocountyfair.com](mailto:office@sanbenitocountyfair.com). The certificate **MUST** read as noted on the sample enclosed. If you choose to purchase insurance through the State of California, please submit your payment. The cost is \$110 for Commercial Exhibits and \$135 for Food Concessionaires.
- **SELLER'S PERMIT** – If you are selling items, please provide us with a copy of your California Seller's Permit or call us to apply for a Temporary Seller's Permit. Also, send in your Seller's Fee of \$100.
- **PAYMENT** – If not previously paid, include the booth payment/or the guarantee (food concessionaires) with your signed Booth Rental Agreement. If the \$75 refundable deposit has not yet been paid, it is also due. Please make all checks payable to the 33<sup>rd</sup> DAA.
- **EXTRA VENDOR ADMISSION PASSES & PARKING PASSES** – Refer to the order sheet for information regarding the purchase of passes.
- Booths are to remain open Thursday from 4 pm to 7:00 pm, Friday and Saturday from 10 am to 10 pm, and Sunday from 10 am to 6 pm. Booth giveaway items must be approved by management and must be stated on your booth application.

**Fair Booth Set-up:** Exhibitors will be able to set-up their booths Saturday, September 23 and Sunday, September 24 from 9am until 6pm, and Monday, September 25 through Wednesday, September 27 from 9:00am until 8:00pm. Booths must be completely set up by Wednesday at 8 pm.

The Fair Theme this year is "Lettuce Celebrate." We invite you to decorate your booth in conjunction with the theme. All Pavilion booths will be judged on Thursday, September 28th with honors being awarded for 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> Place. Good luck.

If you have any questions regarding this packet, please give me a call at 831-628-3421. We look forward to having your business as part of the San Benito County Fair this fall.

Rental Agreement: **#17-124F**Date: **August 23, 2017**

## MIDWAY BOOTH RENTAL AGREEMENT 2017 San Benito County Fair

Fairtime ☒Interim ☐

THIS AGREEMENT by and between the **33<sup>rd</sup> District Agricultural Association**, hereinafter called the "Association," and **San Benito County Free Library** hereinafter called the "Renter."

**WITNESSETH:**

1. THAT WHEREAS, the Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises for dates as follows:  
beginning on **September 28, 2017** and ending on **October 1, 2017**.
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement: **Space as assigned by Management**.
3. The purposes of occupancy shall be limited to: **Busmobile** and shall be for no other purpose or purposes whatsoever.
4. Renter agrees to pay to Association for the rights and privileges hereby granted, in the amounts and in the manner set forth: **In-Kind Trade for Reading Attraction Services. Provide Liability Insurance as required by the State of California (1 million). The signed rental agreement and proof of insurance are due by September 1, 2017!**
5. Renter agrees to pay fees required by Association and to guarantee the payment of:
  - a. Any money which may be payable to Association under this agreement;
  - b. Any damage to Fair property; and utility charges, if any;
  - c. Removal of all property and the leaving of the premises in a condition satisfactory to Association.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom Renter may be liable under any worker's compensation law and Renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The "Rules and Regulations" printed on the reverse are incorporated herein and made a part of this agreement. Renter agrees that he/she has read this agreement and the said "Rules and Regulations" and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. The F-31 "Standard Contract Terms and Conditions," are incorporated herein and made a part of this agreement.
14. Special Provisions: **Exhibit A, Insurance Requirements, and Standard Contract Terms and Conditions (SCTC-F31) are attached and made a part of this signed Rental Agreement. Please read and follow ALL Rules and Regulations enclosed.**
15. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative and approved (if required) by the Department of Food and Agriculture and the Department of General Services.

IN WITNESS WHEREOF, this agreement has been executed, by and on behalf of the parties hereto, the day and year first above written.

**33rd District Agricultural Association**  
**San Benito County Fair**  
**P.O. Box 780**  
**Tres Pinos, CA 95075**  
**831-628-3421**

**San Benito County Free Library**  
**Carlos R. Munoz/Nora Conte**  
**470 Fifth Street**  
**Hollister, CA 95023**  
**831-636-4107/831-637-2874**  
**cmunoz@cosb.us**

By: *Dara C. Tobias*  
 Dara Tobias, CEO/Fair Manager

Date: 8/22/17

By: *San Benito County Free Library*  
 Date: 8/29/17

## RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct his/her business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the terms of the "Rental Agreement" shall have the prior approval of Association and local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Upon request, renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Upon request, renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the "Rental Agreement" according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the right and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privileges provided in the "Rental Agreement", and that any and all exclusives granted renter shall not include the carnival and the carnival Area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public under the "Rental Agreement"; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but renter must, at his/her own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by renter within or outside his/her space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his/her patrons or to other concessionaires or exhibitors and the decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his/her space in which money is used as a prize or premium, and that he/she will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the space allotted to renter, reasonable wear and tear and damage from causes beyond renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of renters, but Association shall not be responsible for loss or damage to the property of renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by renter must be removed from the buildings and grounds by renter, at his/her own expense, not later than a date specified by Association. It is understood in the event of renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of renter to remove and store the concession and all other material of any nature whatsoever, at the renter's risk and expense, and renter shall reimburse Association for expenses thus incurred.
14. No renter will be permitted to sell or dispose of anywhere on the fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Association authorizes renter in writing and unless he/she holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial Relations must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This "Rental Agreement" shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
20. The parties hereto agree that renter, and any agents and employees of renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.



## STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)

### 1. **National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than on final un-appealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractors failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

### 2. **Resolution of Contract Disputes (PCC Section 10240.5, 10381)**

If, during the performance of this agreement, a dispute arises between contractor and Fair Management which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

### 3. **Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)**

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated there under (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission Implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract. Contractor by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

### 4. **Amendment (GC 11010.5)**

Contract modification, when allowable, may be made by formal amendment only.

### 5. **Assignment**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

### 6. **Termination**

The fair reserves the right to terminate any contract. at any time, upon order of the Board of Directors, by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

### 7. **Governing Law**

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

### 8. **Conflict of Interest (PCC 10410, 10411, 10420)**

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contracted immediately for clarification.

#### **Current State Employees (PCC 10410):**

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

#### **Former State Employees (PCC 10411):**

- 1) For the two-year period from the date he or she left state employment. no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment. no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void (PCC 10420).

### 9. **Contractor Name Change**

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

### 10. **Air or Water Pollution Violation (WC 13301)**

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**33<sup>rd</sup> District Agricultural Association**  
**Bolado Park Event Center / San Benito County Fairgrounds (BPEC/Fair)**  
**Rules and Regulations for Use of BPEC/Fair Facilities**

**Rental Agreement 17-124F**

**Exhibit A**

- 1) Deposits are payable within 14 days of making reservations. The deposit, and any fees paid, is fully refundable if cancellation is received 90 days prior to event. Upon completion, set-up, clean-up, and/or damage charges will be assessed and deducted from the deposit and the balance (if any) will be refunded. Deposit refunds will be issued within 14 days following the event. If the costs of set-up, cleaning, or damages exceed the cleaning and damage deposit, the renter is liable.
- 2) Failure to acquire and to post (as required) items 3 and 4 will make the activity subject to closure by authorized BPEC/Fair personnel.
- 3) Any club, organization or individual planning to sell alcoholic beverages **MUST** obtain a valid liquor license/permit from the Department of Alcoholic Beverage Control in Salinas. The license/permit **MUST** be posted in the building during the event.
- 4) Uniformed security officers will be required if: live music is planned; alcoholic beverages are sold or served; the event is open to the public; and/or BPEC/Fair management deems it to be necessary. When security is required:
  - Security **MUST** remain on the grounds until all individuals leave the premises.
  - Proof of security will need to be provided to the BPEC/Fair office one week prior to event.
  - Security staff will be supplied by a BPEC/Fair approved security company. (List Attached.)
- 5) Stand-by staff is required for activities which are either large in attendance or complex in nature, regarding the use of BPEC/Fair facilities. This additional cost will be charged to the renter accordingly.
- 6) Actual repair costs will be charged to responsible individual(s) for any damage to BPEC/Fair property (time and materials).
- 7) Following are the Renter's guidelines regarding decorating and event set-up and clean-up:
  - Decorating materials must be flame-proof in accordance with the State Fire Marshall regulations.
  - **There will be NO open flame candles. NO loose or baled hay/straw. NO confetti. No Exceptions.**
  - Decorations may be attached to the buildings or equipment with painters tape only (NO staples or nails)!
  - Exits **MUST** be kept unlocked and free of obstacles.
  - The BPEC/Fair furnishes tables and chairs according to the specific rental agreement.
- 8) Renters are responsible for their own set-up and clean-up. If the BPEC/Fair staff does the set-up and/or clean-up of any part, the charge will be \$25.00 per staff per hour, to be deducted from deposit.
- 9) Use of staff-operated equipment will be charged at a rate of \$50.00 per staff/equipment hour.
- 10) All renters **MUST** plan their events to comply with the 10:00 p.m. Outdoor Curfew or the 11:00 p.m. Indoor Curfew. Service of alcoholic beverages must conclude one-half hour prior to the end of the event. No Exceptions.
- 11) Event set-up will be allowed after 9:00 a.m. and until 5:00 p.m. on the day prior to event. If extra days for set-up are needed, a rate of \$100.00 per day will be charged (hours will be 9:00 a.m. to 5:00 p.m.). Building must be cleaned upon event culmination (12-midnight) unless otherwise approved by BPEC/Fair management.
- 12) Liability insurance is required for your protection and ours. If you get your own insurance, we **MUST** receive a Certificate of Insurance from your insurance agent with an additional insured statement reading as follows:

The State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned.

This certificate **MUST** be received at least two (2) weeks before your event in case corrections need to be made. Alternatively, you may purchase special event insurance through the BPEC/Fair office. If you purchase the special event insurance and the attendance exceeds the number allowed for the price you have paid, the additional amount will be deducted from your deposit and sent to the insurance company. For information and price call the BPEC/Fair office at (831) 628-3421.
- 13) Motorized vehicles used at the facility (including golf carts, ATVs, etc.) must be insured and proof of insurance must be provided to 33rd DAA 30 days prior to event. The 33rd DAA can sell the special event insurance to cover the motorized vehicle at a per day per vehicle rate. Inquire with office staff for current rate of insurance. NO vehicles will be allowed in buildings except for display or upon approval from Fire Marshall.
- 14) The BPEC/Fair office is open from 9:00 a.m.-noon and 1:00-4:00 p.m., Monday through Friday (except legal holidays). If keys have been provided, they are to be returned at the end of the event by placing them in the drop-slot on the BPEC/Fair office door before leaving and locking the front gate.
- 15) Facility/Facilities rented by you may not be the only facility in-use at the park. **ALL RENTERS MUST BE COURTEOUS AND CONSIDERATE OF EACH OTHER. PARTICULAR ATTENTION NEEDS TO BE PAID TO AMPLIFIED MUSIC AND KEEPING YOUR GUESTS IN THE AREA YOU HAVE RENTED.**
- 16) In an effort to comply with State requirements, we ask that you help us by using recycled products and place your recyclable materials in the containers provided throughout the grounds.
- 17) Service Animals. A service animal which has been specially trained to provide assistance to an individual with a disability is welcome. All other pets/animals are prohibited, except as may be noted in Exhibit B.

I have read and understand all Rules and Regulations on Exhibit A:

Renter: San Benito County Fair Library Dated: 8/29/17 BPEC/Fair CEO: \_\_\_\_\_

California Fair Services Authority  
**INSURANCE REQUIREMENTS**

**I. Evidence of Coverage**

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate- The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted. which sets forth the following:
  1. List as the Additional Insured: That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned.
  2. Dates: The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.
  3. Coverages:
    - a. General Liability -- Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types without a paid gate and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types without any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides. Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.
    - b. Automobile Liability -- Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
    - c. Workers' Compensation -- Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
    - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
    - e. Liquor Liability -- Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
  4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
  5. Certificate Holder:
    - For Individual Events Only -- Fair, along with fair's address, is listed as the certificate holder.
    - For Master Insurance Certificates Only -- California Fair Services Authority, Attn: Risk Management 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
  6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program -- The contractor/renter obtains liability protection through the California Fair Services Authority (CPSA) Special Events Program, when applicable.

OR

C. Master Certificates -- A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance -- The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CPSA).

## II. General Provisions

1. Maintenance of Coverage -- The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) Insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of Insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage -- The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional Insured shall be secondary.
3. Contractor's Responsibility -- Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.
4. Certified Copies of Policies -- Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

## III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		Note: Commercial General Liability \$1,000,000			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operation under this contract are concerned.

## CERTIFICATE HOLDER

## CANCELLATION

33rd District Agricultural Association  
San Benito County Fair  
P.O. Box 780  
Tres Pinos, CA 95075

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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# 2017 ORDER FORM FOR FAIR PASSES



Booth/Concession Name: SBCFLibrary Contact: Carlos Munoz/Nora Conte

Please complete and return this form. All passes must be ordered in advance and may be picked up when you set up your booth. Each **Commercial Booth Exhibitor** (Pavilion or Outside) will be given Twelve (12) 1-Day Passes and Twelve (12) 1-time Vehicle Passes. Each **Food Concessionaire** will be given Sixteen (16) 1-Day Passes & Sixteen (16) 1-Time Vehicle Passes. These passes must be surrendered at the gate upon entry. Everyone with passes enters at Gate 1 in the Credential Line. If it is necessary to leave the fairgrounds during the day, individuals must get their hand stamped so they can re-enter.

A maximum of ten (10) additional admission passes may be purchased at the vendor discount price of \$7.00. If you need more than ten additional passes, they may be purchased at full price - \$10.00/Adult, \$7.00/Senior. Additional Daily Parking Passes are available for \$5.00 each. **Please plan ahead:** Discounted or additional vendor tickets will only be available until 5 pm on Wednesday, September 27, 2017. After that time, regular fair admission and parking will be available at Gate 1. \*\*\*Initial CB

## Check those that apply:

☒ We will only need our complimentary admission and parking passes.

OR

☐ We would like to purchase the following additional passes:

☐ Vendor Discount Admission Passes @ \$7.00 each = \$

☐ Daily Vehicle Parking Passes @ \$5.00 each = \$

Total amount enclosed for the purchase of passes \$

Mail check, payable to 33<sup>rd</sup> DAA, to the San Benito County Fair, PO Box 780, Tres Pinos, CA 95075

*We suggest you retain a copy of this form for your records.*

## For Office Use ONLY:

# of Passes:	Type of Pass:	Pass Number(s):
12 (Complimentary)	One Day – Commercial Exhibitor	
12 (Complimentary)	One Time Vehicle – Commercial Exhibitor	
16 (Complimentary)	One Day – Food Concessionaire	
16 (Complimentary)	One Time Vehicle – Food Concessionaire	
	Discount Vendor Admission Passes: \$7.00	
	Full Price Admission: Adult \$10.00 - Senior \$7.00	
	Full Price Season Admission Pass: Adult \$30.00 - Senior \$20.00	
	Full Price Daily Parking \$5.00	
	Full Price Season Parking \$15.00	

*The San Benito County Fair is presented by the 33<sup>rd</sup> District Agricultural Association (DAA)*

Signed: \_\_\_\_\_ Date Received: \_\_\_\_\_ Staff Initial: \_\_\_\_\_



## **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

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**Item Number: 16.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: DISTRICT ATTORNEY**

**DEPT HEAD/DIRECTOR: Candice Hooper**

**AGENDA ITEM PREPARER: Patricia Salcedo**

**SBC DEPT FILE NUMBER: 165**

**SUBJECT:**

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

Approve purchase of vehicle for the Victim Witness Assistance Program. The entire purchase price of the vehicle is paid for through Victims of Crime Act (VOCA) funds made available to the Victim Witness Assistance Program from the granting agency, CalOES.

SBC FILE NUMBER: 165

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

On 8/8/17, the Board of Supervisors voted to approve the augmentation to the Victim Witness Assistance Program's budget in the amount of \$72,815. In addition, the Board also approved the modified budget to include the purchase of a program vehicle.

The Victim Witness Assistance Program is required to provide transportation as part of mandated victim services. Transportation services for victims of crime and their immediate family may include to and from court, the District Attorney's Office, and medical appointments resulting from crime related injuries. Often times, medical appointments require out of town travel to specialty

clinics and doctors such as Stanford or Lucile Packard Children's Hospital.

Additionally, a large enough vehicle is required to transport supplies such as car seats, portable wheel chairs, materials such as tables, chairs, canopy and boxes to conduct outreach and education throughout the community.

Fiscal Impact: There is no fiscal impact to the County General Fund; the entire purchase price of the vehicle is paid for through Victims of Crime Act (VOCA) funds made available to the Victim Witness Assistance Program from the granting agency, CalOES.

Three competitive quotes were obtained from three local dealerships for the 2017 Ford Explorer XLT. The quotes are in the following amounts \$33,275.00 from Tiffany Ford in Hollister, \$34,000.00 from Salinas Valley Ford, and \$34,091.00 from the Ford Store in Morgan Hill. Copies of the three quotes are attached. Since the vehicle will not be financed, Tiffany Ford's cash price of \$33,275.00 is the lowest quote received.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

251.45.1000.650.301

**CURRENT FY COST:**

Not to Exceed \$35,000

**STAFF RECOMMENDATION:**

Find Tiffany Ford's quote to be the lowest quote, and approve the purchase of a Ford Explorer XLT from Tiffany Ford in Hollister, CA for the Victim Witness Assistance Program for \$30,739.00 plus applicable taxes and fees, for a total amount not to exceed \$35,000.

Authorize the District Attorney to sign the standard dealership vehicle sales agreement and all necessary documents associated with the purchasing and licensing of the vehicle, subject to County Counsel's approval as to legal form.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description

Ford Store Quote

Upload Date Type

8/28/2017

Backup Material



Sallina Valley Ford Quote  
Tiffany Ford

8/28/2017  
8/30/2017

Backup Material  
Backup Material

The Ford Store Morgan Hill

(408) 782-8201 72A 403  
DEALER

VIN 1FM5K7DH8HGD91132

K7DD EXPLORER XLT FWD	Suggested Retail Price	33775	00	Invoice Amount	32255	00
2017 MODEL YEAR						
YZ OXFORD WHITE						
8W EBONY BLACK CLOTH SEATS						
INCLUDED ON THIS VEHICLE						
EQUIPMENT GROUP 200A						
OPTIONAL EQUIPMENT/OTHER						
.18" PAINTED ALUMINUM WHEELS						
99H 2.3L I4 ECOBOOST ENGINE	495	00		470	00	
446 6-SPEED AUTO TRANSMISSION		NC			NC	
P245/60R18 A/S BSW LRR TIRES						
422 CALIFORNIA EMISSIONS SYSTEM		NC			NC	
52R CLASS II TRAILER TOW PACKAGE	395	00		375	00	
SELECTSHIFT TRANSMISSION						
153 FRONT LICENSE PLATE BRACKET		NC			NC	
TOTAL OPTIONS/OTHER	890	00		845	00	
TOTAL VEHICLE & OPTIONS/OTHER	34665	00		33100	00	
DESTINATION & DELIVERY	945	00		945	00	
TOTAL FOR VEHICLE						
	35610	00				
FUEL CHARGE						
				43	51	
CA NEW MTR VEHICLE BOARD FEES					65	
SHIPPING WEIGHT 4295 LBS.						
TOTAL						
	35610	00		34089	16	

\*\*\*\*\* REINVOICED PRIOR TO PLANT RELEASE \*\*\*\*\*

This Invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to <b>The Ford Store Morgan Hill</b> <b>72A403</b> <b>17045 Condit Rd.</b> <b>Morgan Hill</b> <b>CA 95037</b>		Order Type <b>2</b>				Ramp Code <b>CAK9</b>		Batch ID <b>HH041</b>		Price Level <b>745</b>	
Ship to (if other than above)		Date Inv. Prepared		Item Number		Transit Days		Ship Through			
		<b>08 04 17</b>		<b>72-A523</b>		<b>17</b>					
Invoice & Unit Identification NO. <b>1FM5K7DH8HGD91132</b>		Final Assembly Point <b>CHICAGO</b>				Finance Company and/or Bank <b>Ford Motor Credit</b> <b>000001</b>					
HB	Invoice Total	A & Z Plan	D Plan	X Plan	FPA	AA					
1040	34089.16	32891.16	32991.16	34227.16	347.00	520.00					

This invoice to be used for the billing of vehicles only

Dealer's copy

VEHICLE DESCRIPTION

# EXPLORER

2017 EXPLORER XLT FWD  
172.6" WHEELBASE  
2.0L ECOBOOST ENGINE  
6-SPEED AUTO TRANSMISSION

HG D43013

EXTERIOR  
OXFORD WHITE  
INTERIOR  
EBONY BLACK CLOTH SEATS

EPA Fuel Economy and Environment

**Fuel Economy**  
22 MPG  
combined city/hwy  
19 city  
27 highway  
Standard SUVs range from 12 to 33 MPG. The best vehicle rates 119 MPG.

**You spend**  
**\$1,250**  
more in fuel costs  
over 5 years  
compared to the  
average new vehicle.

**Annual fuel cost**  
**\$1,650**  
4.5 gallons per 100 miles  
combined city/hwy  
These estimates reflect new EPA methods beginning with 2017 models.

**Fuel Economy & Greenhouse Gas Rating** (tailpipe only)  
5  
1 10 15 Best  
Smog Rating (tailpipe only)  
6  
1 10 Best  
This vehicle emits 408 grams CO<sub>2</sub> per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions. Learn more at fueleconomy.gov.

**fueleconomy.gov**  
Calculate personalized estimates and compare vehicles

**GOVERNMENT 5-STAR SAFETY RATINGS**

**Overall Vehicle Score** ★ ★ ★ ★ ★  
Based on the combined ratings of frontal, side and rollover.  
Should ONLY be compared to other vehicles of similar size and weight.

**Frontal Crash** ★ ★ ★ ★ ★  
Driver ★ ★ ★ ★ ★  
Passenger ★ ★ ★ ★ ★  
Based on the risk of injury in a frontal impact.  
Should ONLY be compared to other vehicles of similar size and weight.

**Side Crash** ★ ★ ★ ★ ★  
Front seat ★ ★ ★ ★ ★  
Rear seat ★ ★ ★ ★ ★  
Based on the risk of injury in a side impact.

**Rollover** ★ ★ ★ ★ ★  
Based on the risk of rollover in a single-vehicle crash.  
Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.  
Source: National Highway Traffic Safety Administration (NHTSA).  
www.safercar.gov or 1-888-327-4236

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STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- DOOR HANDLES - BODY COLOR
  - EASY FUEL CAPLESS FILLER
  - EXHAUST TIPS - CHROME
  - FOG LAMPS-LED
  - HEADLAMPS - AUTOMATIC
  - INTEGRATED BLIND SPOT MIRR
  - LED SIGNATURE LIGHTING
  - MIRRORS - PWR/HTD/MAN FOLD
  - WLED SIG & APPROACH LAMP
  - PRIVACY GLASS 2ND/3RD ROW
  - REAR SPOILER, BODY COLOR
  - HOOF RACK SIDE RAILS
  - TAILLAMPS-LED
  - TRAILER SWAY CONTROL
  - VARIABLE INTERVAL WIPERS
- INTERIOR**
- 1 TOUCH UP/DOWN DRIPASS WIN
  - 2ND ROW 60/40 FOLD FLAT
  - 3RD ROW - 50/50 FOLD FLAT
  - CLOTHED FLOOR MATS
  - CLOTH SEATING SURFACES
  - CRUISE CONTROL
  - DUAL ILLUM VANITY MIRRORS
  - LEATHER SHIFT KNOB
  - LEATHER WRAPPED STR WHEEL
  - W/CRUISE AND AUDIO CONTR
  - MANUAL A/C, SINGLE ZONE
  - POWER PASS SEAT - 6-WAY
  - POWERPOINTS
  - PWR DRIVER SEAT - 10 WAY
  - TILT/TELESCOPE STR COLUMN

- FUNCTIONAL**
- 4.2" LCD CTR STACK SCREEN
  - AM/FM SINGLE CD/MP3/6SPKR
  - BRAKES, 4-WHEEL DISC/ABS
  - CURVE CONTROL
  - HILL START ASSIST
  - INTELLIGENT ACCESS W/PUSH BUTTON START
  - MYKEY
  - POWER STEERING W/EPAS
  - REAR VIEW CAMERA
  - REVERSE SENSING SYSTEM
  - SECURICODE KEYLESS KEYPAD
  - SIRIUS XM - SVC N/A AK&HI
  - SYNC®
- SAFETY/SECURITY**
- ADVANCETRAC WITH RSC
  - AIRBAGS - DUAL STAGE FRONT
  - AIRBAGS - FRONT SEAT
  - MOUNTED SIDE IMPACT
  - AIRBAGS - SAFETY CANOPY
  - FRONT PASS. KNEE AIRBAG
  - FRT-PASS SENSING SYSTEM
  - INDIV TIRE PRESS MONIT SYS
  - LATCH CHILD SAFETY SYSTEM
  - PERIMETER ALARM
  - SOS POST CRASH ALERT SYS
- WARRANTY**
- 3YR/36,000 BUMPER / BUMPER
  - 5YR/60,000 POWERTRAIN
  - 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE (MSRP)

- EQUIPMENT GROUP 200A**
- OPTIONAL EQUIPMENT/OTHER**
- 18" PAINTED ALUMINUM WHEELS 495.00
  - 2.3L I4 ECOBOOST ENGINE NO CHARGE
  - 6-SPEED AUTO TRANSMISSION NO CHARGE
  - P45P00R18 85S BSW LTR TIRES 395.00
  - CALIFORNIA EMISSIONS SYSTEM NO CHARGE
  - CLASS II TRAILER TOW PACKAGE NO CHARGE
  - SELECT SHIFTER TRANSMISSION
  - FRONT LICENSE PLATE BRACKET

**PRICE INFORMATION**

BASE PRICE \$53,775.00  
TOTAL OPTIONS/OTHER 890.00  
TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY 34,665.00  
945.00

**TOTAL MSRP \$35,610.00**

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

RAMP ONE	CAK9	FINAL ASSEMBLY PLANT	CHICAGO	ITEM #	72-X070 OT 2
RAMP TWO					
METHOD OF TRANS.	CONVOY			HF021 N RB 2X 745 003294 06 02 17	

## Patricia Salcedo

---

**From:** Jesse Sanchez <sales.consultant@tfsmh.com>  
**Sent:** Saturday, August 12, 2017 9:58 AM  
**To:** Patricia Salcedo  
**Subject:** here is a window sticker for the xlt explorer  
**Attachments:** patricia xlt.pdf

Ok here is the window sticker for the XLT

Msrp is \$35,610 with a discount of \$1519 to get you to invoice price of \$34,091 with a rebate of \$2800 to get you to a rock bottom price of. \$31,291 net after all rebates and discounts. but that price does not include tax and fees. let me know if this one works for you . or call me if you need more info.

Jesse Sanchez

Sales Consultant

The Ford Store Morgan Hill

(408) 782-8215 Main

(408) 391-3332 Cell

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This email was sent to: [psalcedo@cosb.us](mailto:psalcedo@cosb.us).

**From:** Ford Store Morgan Hill 17045 Condit Rd Morgan Hill, CA 95037

[Update Preferences](#) - to update your communication preferences.

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## 2017 Ford Explorer XLT SUV



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Photos

Add'l Photos



Picture may not represent actual vehicle.<sup>8</sup>



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### Detailed Pricing

MSRP<sup>1</sup> \$36,500

Dealer Discount -\$2,500

**Sale Price \$34,000**

Sample Payment<sup>2</sup>: **\$537/mo**

60 Months @ 6.9% A.P.R. (estimated financing rate)  
(\$6,800 Down Payment)



17 mpg

EPA-Est City MPG<sup>6</sup>

24 mpg

EPA-Est Highway MPG<sup>6</sup>



3.5L V6 Ti-VCT

6-SPEED AUTOMATIC

FWD



Exterior Color : White Gold

Interior Color : MED LIGHT CAMEL



Stock # : 47744

VIN : 1FM5K7D81HGC22330



Vehicle Review

### Next Steps

Salinas Valley Ford ‡

1100 Auto Center Circle  
Salinas CA 93907

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Text Us: (213) 516-8305



## Additional Options

- Tachometer
- Spoiler
- CD player
- Air Conditioning
- Traction control
- AM/FM radio: SiriusXM
- Fully automatic headlights
- Tilt steering wheel
- Speed-sensing steering
- Brake assist
- Illuminated entry
- Equipment Group 200A
- Radio: AM/FM Stereo w/Single-CD/MP3 Capable
- Steering wheel mounted audio controls
- Outside temperature display
- Power windows
- Rear anti-roll bar
- Power driver seat
- Rear seat center armrest
- Front anti-roll bar
- Overhead airbag
- Split folding rear seat
- 18" 5-Spoke Painted Aluminum Wheels
- Rear reading lights
- Driver vanity mirror
- Rear Parking Sensors
- Trip computer
- MP3 decoder
- Power door mirrors
- Low tire pressure warning
- Bumpers: body-color
- 18" Painted Aluminum Wheels
- Roof rack: rails only
- Front reading lights
- Overhead console
- Passenger vanity mirror
- Front Center Armrest
- Panic alarm
- Emergency communication system
- Front & Rear Floor Liners
- SYNC Communication & Entertainment System
- Power passenger seat
- Knee airbag
- Speed control
- Power steering
- Telescoping steering wheel
- 3.39 Non-Limited-Slip Axle Ratio
- Dual front impact airbags
- ABS brakes
- Front fog lights
- Passenger door bin
- Dual front side impact airbags
- Heated door mirrors
- Electronic Stability Control
- Speed-Sensitive Wipers
- 6 Speakers
- Turn signal indicator mirrors
- Four wheel independent suspension
- Rear window wiper
- Delay-off headlights
- Exterior Parking Camera Rear
- Variably intermittent wipers
- Rear window defroster
- Occupant sensing airbag
- Security system

Text Us: (213) 516-8305

- Remote keyless entry
- 3rd row seats: split-bench
- Front Bucket Seats
- Compass
- Driver door bin
- Rear air conditioning
- 4-Wheel Disc Brakes

## Comments:

What are you waiting for?! Won't last long! Are you looking for a dandy of a value in a vehicle? Well, with this terrific 2017 Ford Explorer, you are going to get it.. So go ahead and feel free to flex your muscle in this SUV. It will go from 0-60 in just about the same time it'll take you to catch your breath. All Factory Rebates Must Be Compatible \$2,500 - Retail Customer Cash. Exp. 10/02/2017

## Reviews

Nothing posted yet.

Post a Comment

## Convenience Features

1-touch down	Driver vanity mirror	Tilt steering wheel
Air conditioning	Front beverage holders	Speed control
Illuminated entry	Rear door bins	Telescoping steering wheel
Rear beverage holders	Power windows	Passenger door bin
Remote keyless entry	Overhead console	Passenger vanity mirror
Driver door bin	Rear air conditioning	1-touch up
Emergency communication system		

## Off-Road Capability

Ground clearance (min): **198mm (7.8")**

## Entertainment Features

Wireless phone connectivity: <b>Bluetooth</b>	MP3 decoder	AM/FM radio: <b>SiriusXM</b>
Steering wheel mounted audio controls	CD player	

## Seats and Trim

Front seats: <b>bucket</b>	Front center armrest	Power passenger seat
Power 2-way driver lumbar support	Manual passenger lumbar support	Power driver seat
Rear seat center armrest	3rd row seats: <b>split-bench</b>	Split folding rear seat

## Warranty

Basic warranty: <b>36 months/36,000miles</b>	Roadside assistance coverage: <b>60 months/60,000miles</b>	Powertrain warranty: <b>60 months/60,000miles</b>
Corrosion perforation warranty: <b>60 months/ unlimited distance</b>		

## Specs and Dimensions

3rd row headroom: <b>960mm (37.8")</b>	Rear legroom: <b>1,003mm (39.5")</b>	Front headroom: <b>1,052mm (41.4")</b>
--	--------------------------------------	--

Exterior height: <b>1,778mm (70.0")</b>	3rd row hiproom: <b>1,034mm (40.7")</b>	Exterior body width: <b>2,004mm (78.9")</b>
Front legroom: <b>1,090mm (42.9")</b>	Interior maximum cargo volume: <b>2,285 L (81 cu.ft.)</b>	Exterior length: <b>5,037mm (198.3")</b>
Front hiproom: <b>1,455mm (57.3")</b>	3rd row legroom: <b>813mm (32.0")</b>	GVWR: <b>2,794kg (6,160lbs)</b>
Passenger volume: <b>4,296L (151.7 cu.ft.)</b>	Curb weight: <b>2,015kg (4,443lbs)</b>	Turning radius: <b>6.0m (19.6')</b>
Rear headroom: <b>1,031mm (40.6")</b>	Wheelbase: <b>2,865mm (112.8")</b>	Front shoulder room: <b>1,562mm (61.5")</b>
	3rd row shoulder room: <b>1,290mm (50.8")</b>	Rear hiproom: <b>1,443mm (56.8")</b>
		Rear shoulder room: <b>1,549mm (61.0")</b>
		Interior cargo volume: <b>595 L (21 cu.ft.)</b>

## Body Exterior

Spoiler	Tailpipe finisher: <b>chrome</b>	Turn signal indicator mirrors
Power door mirrors	Trailer sway control	Bumpers: <b>body-color</b>
Heated door mirrors		

## Powertrain

Fuel economy city: <b>17mpg</b>	Fuel economy highway: <b>24mpg</b>	Transmission: <b>6 speed automatic</b>
Variable valve control	Manual-shift auto: <b>SelectShift</b>	Sequential multi-point fuel injection
Fuel tank capacity: <b>18.6gal.</b>	Fuel economy combined: <b>20mpg</b>	Engine location: <b>front</b>
Drive type: <b>front-wheel</b>		

## Safety and Security

Traction control	Brake assist	Knee airbag
Electronic stability	Adjustable head restraints: <b>driver and passenger w/tilt</b>	Occupant sensing airbag
ABS brakes	Perimeter/approach lights	Dual front impact airbags
Dual front side impact airbags	4 wheel disc brakes	Security system
Overhead airbag	Ignition disable	Panic alarm

## Suspension/Handling

Speed-sensing steering	Four wheel independent suspension	Rear anti-roll bar
Front anti-roll bar	Power steering	Alloy wheels

## Lighting, Visibility and Instrumentation

Tachometer	Fully automatic headlights	Trip computer
Rear window wiper	Delay-off headlights	Variably intermittent wipers
Rear window defroster	Low tire pressure warning	Speed sensitive wipers
Outside temperature display	Exterior parking camera rear	Front reading lights
Front fog lights	Compass	Rear reading lights

## Similar Vehicles



**2017 Ford Explorer XLT SUV****\$35,820**

**Engine:** 3.5L 6-Cylinder SMPI DOHC  
**Transmission:** 6-Speed Automatic with Select-Shift  
**Exterior Color:** Ruby Red  
**Interior Color:** Black

**2017 Ford Escape Titanium SUV****\$26,685**

**Engine:** 2L EcoBoost I4 GTDi DOHC Turbocharged VCT  
**Transmission:** 6-Speed Automatic  
**Exterior Color:** Magnetic  
**Interior Color:** Charcoal Blk Lthr Trim

**2017 Ford Explorer XLT SUV****\$36,390**

**Engine:** 3.5L 6-Cylinder SMPI DOHC  
**Transmission:** 6-Speed Automatic with Select-Shift  
**Exterior Color:** White Gold  
**Interior Color:** Med Lt Caml Lthr Trim

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Quote Worksheet		WTD	EXR	Quote Worksheet - Purchase	
<b>Quote Worksheet</b>					
Quote No.:		29351		14. After Market (W):	
1. Contract Date:		08/05/17		15. Fees/Options (W):	
2. Fin Inst:		CASH		16. DMV Additional Fee:	
3. Buyer Residence (W):				17. Tax 1 Rate/Amt:	
4. Cust Name:				8.2500%	
5. Stock Number:		27059		\$ 2,535.97	
6. M.S.R.P.:		\$ 34,700.00			
7. Cash Price:		\$ 30,739.00		\$ 33,274.97	
8. Cash Down:				\$ 30,739.00	
9. Rebate:				\$ 33,274.97	
10. Deposit:					
11. Trade Allow (W):					
Total Down:					
12. Service Contract:					
13. Maint Plain:					
Command Window					
Command (?) :					
Enter a command, a field number, or press a function key. Enter ? for help.					
F3-Sv/Ex    F5-RRecall    F6-Cust    F7-Veh    F8-Ind    F10-Misc    SF11->					

①  
\$ 33,274.97 O.T.D

INC TAX



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

**EXPLORER  
4-DOOR**

**2017 4DR FWD XLT  
3.5L TI-VCT V6 ENGINE  
6-SPEED AUTO TRANSMISSION**

VIN 1FM5K7D80HG B53808

### Exterior

WHITE GOLD METALLIC

### Interior

EBONY BLACK INTERIOR/UNIQUE  
CLOTH BUCKET W/PWR DRV'R

### Standard Equipment INCLUDED AT NO EXTRA CHARGE

#### EXTERIOR

- EASY FUEL CAPLESS FILLER
- FOG LAMPS-LED
- INTEGRATED BLIND SPOT MIRR
- MIRRORS - PWR/HTD/MAN FOLD
- PRIVACY GLASS 2ND/3RD ROW
- ROOF RACK SIDE RAILS
- TRAILER SWAY CONTROL

#### INTERIOR

- 2ND ROW 60/40 FOLD FLAT
- CARPETED FLOOR MATS
- CRUISE CONTROL
- LEATHER SHIFT KNOB
- W/CRUISE AND AUDIO CONTR
- POWER PASS SEAT - 6-WAY
- PWR DRIVER SEAT - 10 WAY

#### FUNCTIONAL

- AM/FM SINGLE CD/MP3/6SPKR
- CURVE CONTROL
- INTELLIGENT ACCESS W/PUSH
- MYKEY
- REAR VIEW CAMERA
- SECURICODE KEYLESS KEYPAD
- SYNC®

#### SAFETY/SECURITY

- AIRBAGS - DUAL STAGE FRONT
- MOUNTED SIDE IMPACT
- FRONT PASS. KNEE AIRBAG
- INDIV TIRE PRESS MONIT SYS
- PERIMETER ALARM

#### WARRANTY

- 5YR/60,000 POWERTRAIN

- DOOR HANDLES - BODY COLOR
- EXHAUST TIPS - CHROME
- HEADLAMPS - AUTOMATIC
- LED SIGNATURE LIGHTING
- W/LED SIG & APPROACH LAMP
- REAR SPOILER, BODY COLOR
- TAILLAMPS-LED
- VARIABLE INTERVAL WIPERS
- 1TOUCH UP/DOWN DR/PASS WIN
- 3RD ROW - 50/50 FOLD FLAT
- CLOTH SEATING SURFACES
- DUAL ILLUM VANITY MIRRORS
- LEATHER WRAPPED STR WHEEL
- MANUAL A/C, SINGLE ZONE
- POWERPOINTS
- TILT/TELESCOPE STR COLUMN
- 4.2" LCD CTR STACK SCREEN
- BRAKES, 4-WHEEL DISC/ABS
- HILL START ASSIST
- BUTTON START
- POWER STEERING W/EPAS
- REVERSE SENSING SYSTEM
- SIRIUS XM - SVC N/A AK&HI
- ADVANCETRAC WITH RSC
- AIRBAGS - FRONT SEAT
- AIRBAGS - SAFETY CANOPY
- FRT-PASS SENSING SYSTEM
- LATCH CHLD SAFETY SYSTEM
- SOS POST CRASH ALERT SYS
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 ROADSIDE ASSIST

### Price Information STANDARD VEHICLE PRICE

**MSRP  
\$33,775**

### Included on this Vehicle EQUIPMENT GROUP 200A -

### Optional Equipment

- 2017 MODEL YEAR
- WHITE GOLD METALLIC
- EBONY BLACK CLOTH SEATS
- .18" PAINTED ALUMINUM WHEELS
- .3.5L TI-VCT V6 ENGINE
- .6-SPEED AUTO TRANSMISSION
- .P245/60R18 A/S BSW TIRES
- CALIFORNIA EMISSIONS SYSTEM
- SELECTSHIFT TRANSMISSION
- FRONT LICENSE PLATE BRACKET

TOTAL VEHICLE & OPTIONS  
DESTINATION & DELIVERY

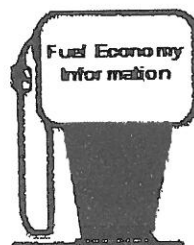
33,775

945

### TOTAL MSRP

**\$34,720**

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



Estimated Annual  
Fuel Cost: \$

**CITY MPG  
17  
HIGHWAY  
MPG  
24**

### 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.



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Fax 831-630-2205  
wmeri@tiffanyford.com

ATT. Patricia

Re 2 EXPLORER, XLT  
For County



## **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: 9/12/2017**

**DEPARTMENT: EMERGENCY MEDICAL SERVICES**

**DEPT HEAD/DIRECTOR: K. O'Neill**

**AGENDA ITEM PREPARER: K. Mangano**

**SBC DEPT FILE NUMBER: 1068**

**SUBJECT:**

**EMERGENCY MEDICAL SERVICES - K. O'NEIL**

Accept the responsive quote received on or about July 13, 2017 from Allied 100, LLC and approve the purchase; approve budget augmentation for, 30 Automatic External Defibrillator ("AED") units from Allied 100, LLC for use in Public Facilities, in an amount not to exceed \$30,260.21. (4/5 vote)  
SBC FILE NUMBER: 1068

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

Each year, more than 250,000 Americans die from sudden cardiac arrest. Early Defibrillation is one of the keys to success of the cardiac arrest Chain of Survival, when combined with early access to the 911 System, early CPR and access to Advanced Life Support (ALS). Defibrillation within three minutes of sudden cardiac arrest increases the chances of survival to 70 percent. Shock within one minute of collapse raises the survival rate to 90 percent. With the placement of Automated External Defibrillators (AEDs) in County and City buildings, trained non-medical personnel can use these simplified electronic machines to treat a person in cardiac

arrest, drastically increasing their survival rate.

In accordance with the County purchasing policies, the Office of Emergency Services requested quotations to be submitted for the purchase of 30 AED units for use in public facilities. The Office of Emergency Services received three responsive quotes. Allied 100, LLC provided the lowest responsive quotation to purchase 30 AED units for an amount not to exceed \$30,260.21, and has been selected by OES from which to purchase the AED units.

As presented in the Annual CSA 36 review, EMS would like to place 30 AEDs in County and City buildings using funds from the recently approved CSA 36 increase. The AED kit includes a decal for a window indicating the office/building has an AED, as well as a reference card on how to use the AED. EMS will also provide signage to be placed on the wall above the AED kit indicating it's location. Training will be scheduled with the Safety representative from each department and provided in cooperation with Hollister Fire, AMR and EMS.

Locations:

**San Juan Bautista City Hall – 1**

**San Benito County - 24**

- Old Court House Office - 1 upstairs, 1 downstairs
- Behavioral Health
- Child Support Services
- DA (upstairs offices)
- Environmental Health
- HHSA (upstairs)
- Jail (3)
- Juvenile Hall
- Library
- OES/EMS
- Office of Education
- Planning & Building
- Probation (downstairs offices)
- Public Health (MTU)
- Public Works Yard/Ag
- RMA (1 upstairs, 1 downstairs)
- Sheriff's Office (2)
- Court (2)

■ **City of Hollister - 5**

- Animal Control
- City Yard
- Airport Office
- Community Center/Rec.
- Parks/Streets/Fleet

**BUDGETED:**

No

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

It is respectfully requested that the Board of Supervisors accept the responsive quote received on or about July 13, 2017 from Allied 100, LLC and approve the purchase of, and budget augmentation for, 30 Automatic External Defibrillator ("AED") units from Allied 100, LLC for use in Public Facilities, in an amount not to exceed \$30,260.21. (4/5 vote)

**ADDITIONAL PERSONNEL:****ATTACHMENTS:**

Description	Upload Date	Type
picture of AED and signage	7/21/2017	Backup Material
quotation	7/21/2017	Backup Material
budget augmentation	7/27/2017	Budget Amendment

## AED Equipped Window/Wall Decal



Let others know there is an Automated External Defibrillator on the premises and at the ready.

- Printed both sides. Place on the inside of a building's glass entrance for two-sided viewing, or on any flat surface.
- 4" diameter

This is another way for us to say "Thank You" for ordering from the AED Superstore®!

[Close Window](#)







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Phone: 800-544-0048  
Fax: 888-364-2377

# QUOTE



CUST ID	DATE	QUOTE #
198896	7/13/2017	119964

<b>PREPARED FOR:</b>	<b>8316364168</b>
<b>Kris Mangano</b> <b>San Benito County EMS</b> <b>471 4th St</b> <b>Hollister CA 95023-3840</b>	

<b>SHIP TO</b>	<b>8316364168</b>
<b>Kris Mangano</b> <b>San Benito County EMS</b> <b>471 4th St</b> <b>Hollister CA 95023-3840</b>	

Shipped via:	Free Shipping	Fax Number:	Reference:
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Item	Description	Quantity	Current Price	Your Price	Total
M5066A-C02	Philips HeartStart HS1 OnSite w/Slim Carry Case. Includes: - M5066A: Philips HeartStart OnSite AED - 8 Year Warranty - SMART Pads Cartridge (Adult) - 4 Year Battery Pack - Operator's Instruction Manual - Quick Reference Card - M5076A: Philips Slim Carry Case - Responder® Premium AED/CPR Pack - AED Check Inspection Tag - AED Window/Wall Decal	30	<del>\$1,231.00</del>	\$931.80	\$27,954.00
Free Gift	AED Superstore Responder CPR Barrier Keychain	1	<del>\$4.99</del>	\$0.00	\$0.00

**FREE** Responder Keychain™ included with this order, compliments of your AED Superstore®

<b>Subtotal</b>	<b>\$27,954.00</b>
<b>Shipping</b>	<b>FREE</b>
<b>Sales Tax</b>	<b>\$2,306.21</b>
<b>Estimate Total</b>	<b>\$30,260.21</b>

**Estimate valid for 30 days from above date.**  
**All items listed above are covered under our 30 Day Money Back Guarantee!**

**AEDSuperstore®**  
an ALLIED 100® company

PROUD SUPPLIER TO THE US GOVERNMENT  
GSA/VA Contract Number: V797D-50533  
Contract Expiration Date: 02/14/2021  
DUNS #: 121 306 984  
CAGE Code: 3DHR2  
FEIN/TIN: 27-0005083  
Business Size Classification: Large

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

Please Indicate Type:

Fiscal Year: FY 17/18  
Department: EMERGENCY MEDICAL SERVICES  
Org Key: 2475

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

LOGOS #	Description	Exp. Decrease/ Rev. Increase	Exp. Increase Rev. Decrease
227.15.2475.1000.561.000	BENEFIT ASSESSMENT CHARGES	\$ 30,260.00	
227.15.2475.1000.619.252	SERVICES AND SUPPLIES - SPECIAL DEPT - MATERIALS		\$ 30,260.00
<b>Total</b>		<b>\$ 30,260.00</b>	<b>\$ 30,260.00</b>

Comments: BUDGET PURCHASES OF AEDS FOR COUNTY & CITY BUILDINGS AS PART OF COMMUNITY OUTREACH WITH  
ADDITIONAL INCREASE OF CSA 36 ANNUAL CHARGES.

Submitted: [Signature]  
Department Head/Authorized Signature

7/25/17  
Date

Verification of Sufficient Funds: [Signature]  
Auditor-Controller

7-25-17  
Date

Approval: [Signature]  
Administrative Officer

7/25/17  
Date

**Approval by Board of Supervisors**

\_\_\_\_\_  
Date

Attested:

Clerk of the Board: \_\_\_\_\_

Vote: \_\_\_\_\_ Yes \_\_\_\_\_ No

**AUDITOR USE ONLY**

Budget Adjustment No: \_\_\_\_\_

Date Batch Input Completed: \_\_\_\_\_

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



## **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

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**Item Number: 18.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY**

**DEPT HEAD/DIRECTOR: James Rydingsword**

**AGENDA ITEM PREPARER: Lynn Mello**

**SBC DEPT FILE NUMBER: 130**

**SUBJECT:**

**HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGWORD**

Adopt Resolution to close San Benito County Public Health Services Division offices to provide a workforce team for the mass influenza vaccination clinic/emergency preparedness exercise on October 26, 2017.

SBC FILE NUMBER: 420

RESOLUTION NO: 2017-91

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

San Benito County Public Health Services Division will conduct their annual mass influenza vaccination clinic for San Benito County residents on Thursday, October 26, 2017 at the Veteran's Building, located at 649 San Benito Street, Hollister, California. This has been an annual event since the 2009 H1N1 influenza outbreak. This vaccination clinic and emergency preparedness exercise provides training to staff and volunteers in ongoing emergency preparedness skills, provides critical prevention measures that will preserve the health and well-being of the community, and may save tax dollars through the prevention of medical interventions and/or

hospitalizations as a result of influenza disease.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

N/A

**CURRENT FY COST:**

0

**STAFF RECOMMENDATION:**

It is recommended that the Board adopt a resolution to close the offices of the San Benito County Public Health Services Division located at 439 Fourth Street, 351 Suite C1, Tres Pinos Road, and 761 Suite 1, South Street, in Hollister, California, to the public on October 26, 2017, so that all Public Health Services Staff may provide a workforce team to the Public Health mass influenza vaccination clinic.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution	8/3/2017	Resolution

RESOLUTION NO. 17 \_\_\_\_\_

**RESOLUTION OF SAN BENITO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE CLOSURE OF SAN BENITO COUNTY PUBLIC HEALTH  
SERVICES DIVISION OFFICES TO FACILITATE THE ANNUAL MASS INFLUENZA  
VACCINATION CLINIC ON OCTOBER 26, 2017**

**WHEREAS**, San Benito County Code 3.01.005, states office hours and days of operation for county offices for the transaction of business shall be fixed by resolution of the Board of Supervisors; and

**WHEREAS**, the San Benito County Public Health Services Division is conducting a mass influenza vaccination clinic open to all San Benito County residents on Thursday, October 26, 2017 at the Veteran's Building, located at 649 San Benito Street, Hollister, California; and

**WHEREAS**, the mass influenza vaccination clinic will require the entire San Benito County Public Health Services Division to include Environmental Health and Medical Therapy Unit staff; and

**WHEREAS**, it is thereby necessary to close the offices of the San Benito County Public Health Services Division located at 439 Fourth Street, Environmental Health located at 351 Suite C1 Tres Pinos Road and the California Children's Services Medical Therapy Unit located at 761 Suite 1, South Street, in Hollister, California, to the public on October 26, 2017 to carry out the mass influenza vaccination effort; and

**NOW, THEREFORE BE IT RESOLVED**, that the offices of the San Benito County Public Health Services Division located at 439 Fourth Street, 351 Suite C1, Tres Pinos Road and 761, Suite 1, South Street, in Hollister, California, be closed to the public on October 26, 2017, to carry out the mass influenza vaccination clinic located at the Veteran's Building, 649 San Benito Street, Hollister, California.

**PASSED AND ADOPTED** by the San Benito County Board of Supervisors, State of California, at the meeting of said Board held on September 12, 2017.

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:  8-3-2017  
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

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**Item Number: 19.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY**

**DEPT HEAD/DIRECTOR: James Rydingsword**

**AGENDA ITEM PREPARER: Cynthia Larca**

**SBC DEPT FILE NUMBER: 130**

**SUBJECT:**

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

Approve Memorandum of Understanding with Mariposa and Plumas Counties for Whole Person Care Small County Collaboration.

SBC FILE NUMBER: 130

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The Whole Person Care (WPC) Pilot Program and creation of the California Small County Collaborative (CSCC) was approved by your Board on May 23, 2017. As a follow up item to the creation of the CSCC the attached MOU is being put into place to delineate the responsibilities of the participating counties (Mariposa and Plumas) and confirm the agreed upon financing stream for the intergovernmental transfers (IGT).

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

221.80.2330.1000

**CURRENT FY COST:**

3,885,816

**STAFF RECOMMENDATION:**

Approve Memorandum of Understanding with Mariposa and Plumas Counties for Whole Person Care Small County Collaboration and authorize HHSA Director to sign MOU.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description

WPC MOU

Upload Date    Type

8/17/2017

MOU



**MEMORANDUM OF UNDERSTANDING  
BETWEEN SAN BENITO COUNTY HEALTH AND HUMAN  
SERVICES AGENCY, PLUMAS COUNTY BEHAVIORAL  
HEALTH SERVICES DEPARTMENT AND MARIPOSA COUNTY  
HUMAN SERVICES DEPARTMENT**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between San Benito County Health and Human Services Agency, whose address is 1111 San Felipe Road Hollister, CA 95023, and Plumas County Behavioral Health Department, whose address is 270 County Hospital Road, Suite 109, Quincy, CA 95971, and Mariposa County Human Services Department, whose address is 5362 Lemee Lane, Mariposa, CA 95338.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the California Small Counties Collaborative (CSCC) will meet and function in consideration of collectively sharing the cost of, increasing the number of beneficiaries for and decision-making regarding the Whole Person Care Pilot (WPCP) grant project, a grant for which the Parties could not compete without cooperation.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective counties or municipalities and shall remain in full force and effect from July 1, 2017 to June 30, 2021, to coincide with term of the WPCP and wrap up period. This MOU may be extended by agreement of all parties interested. This agreement may be terminated, without cause, by either party upon three months written notice, which notice shall be delivered in writing by email or physically to the addresses listed above.

4. **Responsibilities of the Parties.**

**A. San Benito County Health and Human Services Agency (SBCH):**

- i. Participate in CSCC meetings. The Director or designee will attend all CSCC meetings. Designee shall have authority to make decisions for the Agency regarding CSCC needs.
- ii. Will be responsible for contributing 40% of the cost of software, services, etc. related to the WPCP project. This



- percentage is based on the WPCP budget, target populations and overall Medi-Cal eligible populations.
- iii. If needed, act as a the fiscal and project sponsor for the CSCC. SBCH will absorb the cost of receiving intergovernmental transfers (IGT) on behalf of the CSCC and redeploying that funding to the CSCC parties named in this MOU based on the approved WPCP project application. Funding deployment shall be timely (no greater than 30 days post IGT receipt) and accurate.
  - iv. Will be a legally bound signatory for contracting with the third-party contractor (CMSP) and perform oversight based on this relationship.
  - v. Assist in ongoing evaluation of the case management software tool.
  - vi. Share ongoing information on successes and challenges of the WPCP implementation in their county.

**B. Plumas County Behavioral Health Services Department:**

- i. Participate in CSCC meetings. The Director or designee will attend all CSCC meetings. Designee shall have authority to make decisions for the Agency regarding CSCC needs.
- ii. Will be responsible for contributing 30% of the cost of software, services, etc. related to the WPCP project. This percentage is based on the WPCP budget, target populations and overall Medi-Cal eligible populations.
- iii. Will be a legally bound signatory for contracting with the third-party contractor (CMSP) and perform oversight based on this relationship.
- iv. Assist in ongoing evaluation of the case management software tool.
- v. Share ongoing information on successes and challenges of the WPCP implementation in their county.

**C. Mariposa County Human Services Department:**

- i. Participate in CSCC meetings. The Director or designee will attend all CSCC meetings. Designee shall have authority to make decisions for the Agency regarding CSCC needs.
- ii. Will be responsible for contributing 30% of the cost of software, services, etc. related to the WPCP project. This

- percentage is based on the WPCP budget, target populations and overall Medi-Cal eligible populations.
- iii. Will be a legally bound signatory for contracting with the third-party contractor (CMSP) and perform oversight based on this relationship.
  - iv. Assist in ongoing evaluation of the case management software tool.
  - v. Share ongoing information on successes and challenges of the WPCP implementation in their county.
  - vi. Will be legally bound signatory for contracting with the software vendor for patient data and perform oversight based on this relationship. Other participating counties will pay their percentage share of the contract cost per 4(A)ii, 4(B)ii, and 4(C)ii.

**6. Meetings and Decision-Making.**

**A. Meetings.** CSCC meetings will be held monthly on the third Wednesday at 8am PST. Meeting frequency, days and times may be changed by consensus of all Eligible Representatives.

**B. Decision-Making.** The CSCC shall be comprised of the Department/Agency Director, or designee, of each party to this MOU. Direction and decision-making for the CSCC shall be by consensus. While additional staff persons from the MOU parties may attend and participate in these meetings, only one person from each party to this MOU may be authorized to consent direction for the CSCC (Eligible Representative). If a Designee is chosen to participate in lieu of the Department/Agency Director, then the Designee shall be given authority to provide direction through consensus to the CSCC.

**7. General Provisions**

**A. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this

MOU and over the parties, and the venue shall be judicial district in Sacramento, California.

**D. Entirety of Agreement.** This MOU, consisting of five pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**F. Sovereign Immunity.** The Parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

**G. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.



**8. Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**San Benito County Health and Human Services Agency**

\_\_\_\_\_  
[Name and Title] Date

In L, Deputy County Counsel 8-17-17  
[Name and Title] Date

**Plumas County Behavioral Health Department**

D. Robert Brunson, Director 7/31/17  
[Name and Title] Date

W. Robert Brunson, Director 7-31-17  
[Name and Title] Date

**Mariposa County Human Services Department**

\_\_\_\_\_  
[Name and Title] Date

\_\_\_\_\_  
[Name and Title] Date

**8. Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**San Benito County Health and Human Services Agency**

\_\_\_\_\_  
[Name and Title]

\_\_\_\_\_  
Date

John D. [Signature], Deputy County Counsel  
[Name and Title]

\_\_\_\_\_  
Date

8-17-17

**Plumas County Behavioral Health Department**

\_\_\_\_\_  
[Name and Title]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Name and Title]

\_\_\_\_\_  
Date

**Mariposa County Human Services Department**

Marshall Long  
[Name and Title]

July 11, 2017  
Date

Marshall Long, Board Chair

\_\_\_\_\_  
[Name and Title]

\_\_\_\_\_  
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

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**Item Number: 20.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY**

**DEPT HEAD/DIRECTOR: James Rydingsword**

**AGENDA ITEM PREPARER: Cynthia Larca**

**SBC DEPT FILE NUMBER: 130**

**SUBJECT:**

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

Authorize Out of State Travel to California Narcotics Officers Association Conference, in Reno Nevada, November 17-21, 2017 for two Health and Human Services Staff.

SBC FILE NUMBER: 130

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

County Policy requires Board approval for out-of-state travel. This request is for approval to have two staff from the San Benito County Health & Human Services Agency attend the California Narcotics Officer Association Conference which will take place in Reno, Nevada. Child Welfare and our local Unified Narcotics Enforcement Team (UNET) work closely in child welfare related cases that involve narcotics. The Agencies continue to work together to ensure that drug endangered children that are exposed to drug environments, or toxic chemicals used in clandestine drug laboratory settings are safely handled through mutual collaboration by making effort to minimize the re-victimization of the children and improve the community response to these children by ensuring the drug related endangered children are diagnosed and treated for any

physical or psychological effects of drug exposure and/or parental neglect. In addition, participation in this conference will enhance substance abuse related knowledge that will help identify and assess the needs of clients within the General Assistance Program and the Whole Person Care Pilot Project.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

221.80.2285.1000.619.194

**CURRENT FY COST:**

\$3,500 estimated

**STAFF RECOMMENDATION:**

Authorize Out of State Travel to California Narcotics Officers Association Conference, in Reno Nevada, for Two Health and Human Services Staff.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
CNOA Conference info	8/17/2017	Backup Material
Schedule of Events	8/17/2017	Backup Material
Out of State Travel Payment Approval Form	8/30/2017	Backup Material

# 53rd Annual Training Institute & Law Enforcement Exposition

November 17 - 21, 2017 | Peppermill Resort Spa Casino | Reno, NV

Come join us as your association returns to the beautiful city of Reno and the **Peppermill Resort Spa Casino**. 2017 President Frank Hartig invites you to take part as we once again present the finest narcotics [training](#) available.

At the 2016 Training Institute, CNOA hosted over 2000 attendees from local, state and federal agencies, along with out-of-state and international attendees. Over a 4 day period 37 unique workshops were offered covering topics such as Butane Hash Oil, Human Trafficking, Informant Management, Search and Seizure, Outlaw Motorcycle Gangs, and more. In addition to receiving the finest narcotics training available, attendees were also able to view new products relevant to the law enforcement community at our annual trade show, participate in CNOA's annual awards banquet, and network with other attendees at our Monday night social event.

- *Over 35 workshops*
- *POST-certified under Plan NA-24 hours*
- *Standards and Training for Corrections*
- *Community college credit available*

Pre-Registration: \$575.00 | **NOW - October 15, 2017**

Door-Registration: \$625.00 | **October 16 - November 21, 2017**

(Registration includes CNOA Membership Dues for 2018. Must be a member to attend. Life members and members who have already paid 2018 membership dues may deduct \$100.00)

[Register Online](#)

[Book Hotel Room](#)

[Register By Mail](#)

[Out-of-State Registration](#)



# Schedule of Events

Date & Time	Event	Location
Friday, November 17, 2017		
1000 - 1600	"Bob Hussey" Memorial Bowling Tournament	National Bowling Stadium
0800 - 1700	Pre Institute Certification Training	<a href="#">Peppermill</a>
1700-2000	Trade Show	<a href="#">Peppermill</a>
1700 - 2000	Pre-Registration Badge Distribution/Door Registration	<a href="#">Peppermill</a>
Saturday, November 18, 2017		
0800-1600	Trade Show	<a href="#">Peppermill</a>
0800-1600	Registration	<a href="#">Peppermill</a>
1300-1430	-Opening Session	<a href="#">Peppermill</a>
	-Memorial Service	
	-Annual Business Meeting	
	-Major Prize Drawing	
1430-1830	"Narcos – Chasing Pablo" DEA Special Agents (Ret) Javier Pena and <a href="#">Steve Murphy</a>	<a href="#">Peppermill</a>
1900-2200	Welcoming Reception (Hosted) Trade Show / Major Prize Drawings	<a href="#">Peppermill</a>
Sunday, November 19, 2017		
0800-1200	Late Registration	<a href="#">Peppermill</a>

<b>Date &amp; Time</b>	<b>Event</b>	<b>Location</b>
0800-1200	Workshops	See Class Schedule*
1200-1330	Lunch (On Own)	
1330-1730	Workshops	See Class Schedule*
1830-1930	No Host Reception	<a href="#">Peppermill</a>
1930-2130	Installation Banquet (Hosted)	<a href="#">Peppermill</a>

Monday, November 20, 2017

0800-1200	Workshops	See Class Schedule*
1200-1330	Lunch (On Own)	<a href="#">Peppermill</a>
1330-1730	Workshops	See Class Schedule*

Tuesday, November 21, 2017

0800-1200	Workshops	See Class Schedule*
1200	Institute Conclusion	<a href="#">Peppermill</a>

\*Class Schedules will be presented at the Training Institute



# TRAVEL PAYMENT APPROVAL REQUEST FORM

Please check one:

☒ Out of County Travel

☒ Out of State Travel (Attach required Board approval per GC 24058)

☐ Is travel required per agreement/contract? Please attach copy of excerpt page from agreement/contract.

Employee Requesting Travel	Dates	Location and Nature of Meeting
Tracey Belton & Maria Corona	11/17-21/2017	CNOA 2017 Reno, NV

## ESTIMATED COSTS:

Program / Budget Unit: 221.80.2285

Registration: \$1,090.00

Mileage: \$0.00 pd upon return

Lodging: \$1,462.40 Taxes

Parking: \$0.00

Airfare: \$0.00

Meals: \$640.00 auto fill from below

Other: \$0.00 taxi, tolls, etc

TOTAL: \$3,192.40 ← Auto Add

### Please Attach (if applicable)

- ☒ Completed Registration Form/Call to Meeting/Call to Training  
\* Remember to submit agenda/roll call after attendance
- ☒ Co. vehicle approval form or map w/mileage for personal vehicle use
- ☒ Hotel confirmation w/ total & conf number \*return hotel receipt
- ☒ Attach receipts (pd upon return if not pd with hotel)
- ☐ Flight detail and payment confirmation
- ☒ Complete boxes below \*\*\*
- ☐ Attach receipts (pd upon return)

\*\*\*enter meal amount in box you are requesting per diem

DATE	BREAKFAST	LUNCH	DINNER	
11/17/2017	\$16.00	\$17.50	\$30.50	\$64.00
11/18/2017	\$16.00	\$17.50	\$30.50	\$64.00
11/19/2017	\$16.00	\$17.50	\$30.50	\$64.00
11/20/2017	\$16.00	\$17.50	\$30.50	\$64.00
11/21/2017	\$16.00	\$17.50	\$30.50	\$64.00
Total \$ meals requested (auto add ») each x2				\$320.00

Fiscal Approval

Employee Signature

Date

Expenses: requesting payment by check prior to leaving		
Date	Peppermill resort	\$1,462.40
Date	CNOA registration	\$1,090.00
Date	Maria Corona	\$320.00
Date	Tracey Belton	\$320.00
Expenses: requesting payment by check upon return with receipts		
Date	To:	\$0.00

Supervisor Signature

Date

James Rydingsword, Director

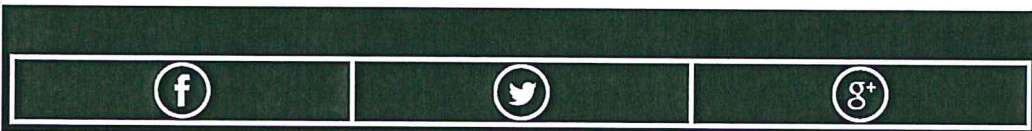
Date

### For Auditing purposes only

Transportation	619 200	\$0.00
Lodging	619 196	\$1,462.40
Meals	619 198	\$640.00
Registration	619 194	\$1,090.00
TOTAL		\$3,192.40

8/29/2017



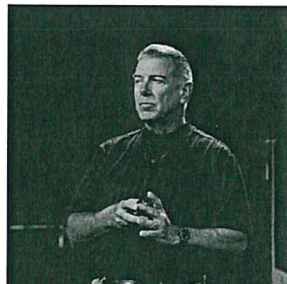


# 53rd Annual Training Institute & Law Enforcement Expo.

**November 17 - 21, 2017**

Peppermill Resort Spa Casino

Reno, NV





## **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

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**Item Number: 21.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY**

**DEPT HEAD/DIRECTOR: James Rydingsword**

**AGENDA ITEM PREPARER: Cynthia Larca**

**SBC DEPT FILE NUMBER: 130**

**SUBJECT:**

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

Approve Service Agreements with Plumas County, Mariposa County and California Institute for Behavioral Health Solutions (CIBHS) for Whole Person Care.

SBC FILE NUMBER: 130

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The Small County Collaborative (SCC) for Whole Person Care (WPC) has chosen San Benito County to act as lead entity per the Memorandum of Understanding (MOU) as recently approved by your board. The attached Services Agreements with Plumas and Mariposa Counties are to operationalize the fiscal structure of the Intergovernmental Transfers (IGT) and provide for the payments to San Benito for the contract with Hurst, Brooks, Espinosa LLC. These agreements are for July 1, 2107 through June 30, 2018. Mariposa County Board of Supervisors will be approving their MOU on September 12, 2017.

The contract with CIBHS is for use of a database software, e-BHS, that will be used by the SCC

to gather data on WPC clients and generate the necessary reports to the State. The SCC has examined several software packages and have chosen e-BHS based on ease of use, integration with other software used by community partners and other county departments, cost and web based platform. Our County's IT department has approved the use of this system.

As the lead entity for the SCC it is San Benito's responsibility, as defined in the MOU, to execute the contract for the database. Per the MOU San Benito will be reimbursed by the other SCC members for their share of the costs. This agreement is from date of execution through the end of the WPC program, June 30, 2021.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

221.80.2330

**CURRENT FY COST:**

\$3,885,816

**STAFF RECOMMENDATION:**

- 1) Approve Service Agreements with Plumas County and Mariposa County for the term of July 1, 2017 through June 30, 2018 and authorize the Board Chair to sign the agreements.
- 2) Approve agreement with California Institute for Behavioral Health Solutions for the term of August 1, 2017 through July 31, 2021, and authorize the HHSA Director to sign the agreement.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
Plumas County Service Contract	8/22/2017	Standard Contract
CIBHS Agreement	8/29/2017	Contract
Mariposa County Service Contract	9/1/2017	Standard Contract
Mariposa Board Cover Sheet	9/1/2017	Cover Memo



## **Services Agreement**

This Agreement is made by and between the COUNTY OF SAN BENITO (hereinafter referred to as "COUNTY") and the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "CONTRACTOR"). The parties 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, 2017 and end on June 30, 2018 unless sooner terminated as specified herein.

**2. Scope of Services.**

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

**4. General Terms and Conditions.**

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

**5. Insurance Limits.**

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

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

**6. Termination.**

The number of days of advance written notice required for termination of this contract is 60.

**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: Cynthia Larca  
Title: Deputy Director  
Address: 1111 San Felipe Rd #206  
Hollister, California 95023

E-Mail: Clarca@cosb.us  
Telephone No.: 831-634-4908  
Fax No.: \_\_\_\_\_

**Contract Administrator for  
CONTRACTOR:**

Name: Louise Steenkamp  
Title: BH AOD Program Administrator  
Address: 270 County Hospital Rd. Suite 109  
Quincy, California 95971

E-Mail: louisesteenkamp@countyofplumas.com  
Telephone No.: 530-283-6307, ext 1052  
Fax No.: \_\_\_\_\_

**APPROVED BY COUNTY:**

Lori Simpson  
Name: Lori Simpson  
Chair, Plumas County Board of Supervisors  
Date: 8/1/17

**APPROVED AS TO LEGAL FORM:**

Plumas County Counsel

By: [Signature]  
Date: 7-19-17

**SIGNATURES**

**APPROVED BY CONTRACTOR:**

W. Robert Brunson  
Name: W. Robert Brunson, LMFT  
Title: Behavioral Health Director  
Date: 8/3/17

**APPROVED BY COUNTY:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chair, San Benito County Board of Supervisors  
Date: \_\_\_\_\_

**APPROVED BY CONTRACTOR:**

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

**APPROVED AS TO LEGAL FORM:**

Deputy San Benito County Counsel

[Signature] 8-17-17



## **ATTACHMENT A**

### **Scope of Services**

#### ***Introduction***

San Benito County will serve as the Collaborative Lead Entity for the WPC Pilot Project carried out by the California Small County Collaborative (CSCC) and will sign the WPC contract with California Department of Health Care Services (DHCS) on behalf of all CSCC counties (Mariposa, Plumas and San Benito). The CSCC will have a 3-party Executive Committee composed of the Director of the collaborative lead entity from each county WPC program, and will be supported by key local staff these Directors designate. The Executive Committee will serve as the policy making body for the CSCC. The Executive Committee's decision structure and the use of committees or workgroups will be determined during the first two months of program implementation.

#### ***County of SAN BENITO will:***

1. Contract with Hurst, Brooks, Espinosa LLC for Whole Person Care Pilot Program application consultation in the Not to Exceed amount of \$50,000.
2. Act as the fiscal agent for Plumas County to complete the Inter-Governmental Transfer (IGT), should a Third Party Administrator contract not be executed in time to complete the Whole Person Care IGT process for the CSCC.
3. Return to Plumas County the full IGT amount due as stated in Attachment B as within 2 business days from receipt of funds from the State.

#### ***County of PLUMAS will:***

1. Pay a proportional share of the Hurst, Brooks, Espinosa LLC consultation contract in the amount stated in Attachment B.
2. Pay IGT matching funds in sufficient time as to allow for San Benito County to complete the IGT process.

**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 PLUMAS COUNTY to SAN BENITO COUNTY at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

PLUMAS COUNTY shall pay to SAN BENITO COUNTY: (check one)

☒ a total lump sum payment of \$ 215,004

☐ a total sum not to exceed \$ \_\_\_\_\_,

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

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

☐ There are no additional terms of compensation.

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

- a) For reimbursement of proportional share of consultation contract with Hurst-Brooks-Espinosa LLC., **\$18,000** shall be paid by Plumas County.
- b) For Inter-Governmental Transfer process, **\$197,004** will be paid by Plumas County.
- c) Once Inter-Governmental Transfer is complete San Benito County will reimburse **\$394,007** to Plumas County.

***Accounting contact for:***

**SAN BENITO COUNTY:**

Name: Cynthia Larca

Title: Deputy Director

Address: 1111 San Felipe Rd #206

Hollister, California 95023

E-Mail: clarca@cosb.us

Telephone No.: 831-634-4908

**PLUMAS COUNTY:**

Name: Amy Rasband

Title: Department Fiscal Officer

Address: 270 County Hospital Rd.

Suite 109, Quincy, CA 95971

E-Mail: arasband@pcbh.services

Tel No.: 530-283-6307 ext. 1005

**END OF ATTACHMENT B**



## **ATTACHMENT C**

### **General Terms and Conditions**

#### **C-1. INDEMNIFICATION.**

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

#### **C-2. GENERAL INSURANCE REQUIREMENTS.**

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

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

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

#### **C-3. INSURANCE COVERAGE REQUIREMENTS.**

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

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

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

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

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

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

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

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

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



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

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

#### **C-8. INDEPENDENT CONTRACTOR.**

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

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

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

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

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

#### **C-11. NONDISCRIMINATION.**

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

#### **C-12. BANKRUPTCY.**

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

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

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

### **C-14. NEGOTIATED CONTRACT.**

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

### **C-15. SEVERABILITY.**

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

### **C-16. ENTIRE CONTRACT.**

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

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

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

### **C-18. TERMINATION.**

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

### **C-19. NOTICES.**

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

**C-29. COUNTERPARTS.**

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

**END OF ATTACHMENT C.**

**ATTACHMENT E  
SAN BENITO COUNTY  
BUSINESS ASSOCIATE ADDENDUM**

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



required for the County, to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.

- (k) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.
- (m) A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.
  - (1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.
  - (2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.
- (n) The Parties agree to take action to amend this Agreement from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.

**IMPROVEMENT AND INNOVATION THROUGH DATA (IITD)  
IMPLEMENTATION AND TRAINING AGREEMENT  
SMALL COUNTY WHOLE PERSON CARE COLLABORATIVE  
AND**

**THE CALIFORNIA INSTITUTE FOR BEHAVIORAL HEALTH SOLUTIONS**

Project#  
Contact #:  
SO#:

THIS AGREEMENT is made and entered into effective 8/1/17 by and between The **California Institute for Behavioral Health Solutions** (CIBHS), a public interest corporation, having its principal place of business at 2125 19th St., 2nd Floor, Sacramento, CA 95818, and **San Benito County Health and Human Services Agency**, on behalf of the **Small County Whole Person Care Collaborative** with offices located at 1111 San Felipe Road, Suite 206, Hollister, CA 95023, hereafter referred to as "Agency."

**Whereas**, CIBHS has the expertise to provide implementation, training and support activities to Agency/County staff in the Improvement and Innovation through Data (IITD) model and the Agency wishes to have its staff trained by CIBHS, Parties agree that for sufficient consideration described below, that implementation, training and support will occur as follows:

**PRODUCT DESCRIPTION:**

Improvement and Innovation Through Data (IITD) is a three-pronged approach created by CIBHS to assist county behavioral health systems' abilities to collect, improve and analyze client data and to use it in a meaningful way for client improvement. IITD includes: (1) a uniquely flexible, web-based data system; (2) a robust implementation method; (3) training on use of data in clinical practice. The web-based system was developed in partnership with eCenter Research, Inc. and is known as electronic Behavioral Health Solutions (eBHS).

Participating counties or agencies receive login rights to eBHS to upload information, interact with data, review dashboards and reports, and receive trainings, which are the deliverables that are the result of CIBHS services defined in this scope of work. All data collected by CIBHS for a given agency and entered into the eBHS system can be exported from within the system into a .csv / excel for a complete record of all data collected.

The Data Integrity and Security Model has been fully vetted by DHCS, is HIPAA Compliant, hosted on Amazon Web Services, is covered under the CIBHS CyberSecurity Policy, and undergoes periodic security reviews and Security Risk Analysis as required by California and Federal Regulations.

**SCOPE OF WORK:**

CIBHS will provide implementation, training and support activities for IITD by using the Community Development Team (CDT), electronic Behavioral Health Solutions (eBHS), and Feedback Informed Treatment. The IITD model will include pre-implementation planning, implementation supports, Teleconference Consultation, customized web-based data platform access, data collection, interpretation and use training as follows:



## **Phase I – Year One**

Phase I of IITD is designed to offer pre-implementation planning, implementation, and sustained implementation support to improve and analyze client data and to use it in a meaningful way for client improvement. Additionally, Phase I provides support to sites to effectively navigate the data system, understand how to interpret and utilize in-vivo outcomes data to improve behavioral health treatment, and sustaining the use of data long-term so that it becomes a systemic part of clinical practice.

- IITD Introductory meeting
- IITD Pre-Implementation Planning
  - Integrating into Agency services
  - Staffing
  - Administrative Oversight
  - Data Crosswalk meeting with eCenter
  - Develop Program Performance Dashboard Outcome Report Template
  - Develop Individual Client Dashboard Template
  - Simple customized data collections: (up to 2.5 days of coding)
  - User Participation in CIBHS implementation Webinar (2-hour webinar)
- Implementation:
  - eBHS (one-half day of training)
    - eBHS technical assistance calls monthly for six months
  - Feedback Informed Treatment (FIT) (One day of training)
    - Data use calls (monthly calls for practitioners)
- “Go Live”
  - Site licensed for use of eBHS
- Monitor and support
  - Administrator calls (monthly calls for administrators)
  - Individual technical assistance
  - Booster training (one-half day of training)
  - System help desk

## **Phase II – Year Two**

Phase II of IITD (and on-going), is designed for the continuance of client data to be used for client improvement, to effectively navigate the data system, and understand how to interpret and utilize in-vivo outcomes data to improve behavioral health treatment. Sustainability of the use of data long-term becomes a systemic part of clinical practice.

- Site licensed for use of eBHS
- Program Performance Dashboard Report Updates
- Monitor and Support
  - Administrator calls (monthly calls for administrators)
  - Individual technical assistance
- System help desk

## **TERMS OF CONTRACT:**

The schedule for completion shall be 48 months from the effective date of the agreement, and Phase II is renewable annually. The dates of the agreement are: August 1, 2017-July 31, 2021.

See schedule A for General Terms and Conditions

## **COMPENSATION AND TERMS OF PAYMENT:**

See Schedule B for Schedule of Charges and Payments.

In the event of early termination of the agreement, Agency will be responsible for those IITD fees and expenses incurred up to the point of time that the agreement is terminated.

In the event of staff turnover during the contract, the Agency may incur additional costs for training of new staff. Any additional costs and scope of work must be agreed to in writing by both parties. See Schedule B for pricing.

## **TERMINATION**

Either party may terminate this Agreement upon written notice received 30 days in advance of termination.

Notice to CIBHS is to be sent via certified U.S. Mail to:

Percy Howard, LCSW  
Interim CEO  
California Institute for Behavioral Health Solutions  
2125 19<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Sacramento, CA 95818

Notice to the Agency is to be sent via certified U.S. Mail to:

Mr. James A. Rydingsword, HHSA Director  
San Benito County Health and Human Services Agency  
1111 San Felipe Road, #206 , Hollister, CA 95023  
(831) 636-4180  
Jrydingsword@cosb.us

IN WITNESS, WHEREOF, the parties hereto have executed this Agreement shown opposite their respective signatures.

**California Institute for Behavioral Health Solutions**

**Percy Howard, LCSW**  
Interim CEO

**San Benito County Health and Human Services Agency** (on behalf of the **Small County Whole Person Care Collaborative**)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**68-0314970**  
\_\_\_\_\_  
Tax I.D. Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax I.D. Number

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL

 8-29-17  
DEPUTY COUNTY COUNSEL DATE



**SCHEDULE A: GENERAL TERMS AND CONDITIONS**

**1.0 Definitions**

- 1.1 *Acceptance:* The CIBHS Solutions shall be considered accepted for all purposes upon the earlier of: (a) notification by County that the CIBHS Solutions is in compliance with all requirements specified in this Agreement; (b) expiration of the Test Period if County fails to notify Contractor of any material nonconformity during the Test Period; or (c) use of the CIBHS Solutions by County in a Solutions environment for at least thirty (30) days.
- 1.2 *Acceptance Plan:* A description of the criteria for final Acceptance of the CIBHS Solutions and the procedure by which Acceptance will be demonstrated and documented, which shall be delivered as a component of the Implementation Plan document. Unless otherwise provided for in this Agreement or agreed upon in writing by both Parties, acceptance testing will be performed on County's site, on County's equipment.
- 1.3 *Agreement:* This Agreement, all Schedules, appendices and exhibits thereto, and any and all subsequent duly executed amendments thereto.
- 1.4 *Authorized Representative:* The person or persons authorized by County to work with Contractor to implement changes to the CIBHS Solutions, submit CIBHS Solutions issues to Contractor to resolve, and authorize Contractor to make changes to the list of Users who can use the CIBHS Solutions.
- 1.5 *CIBHS Solutions:* See Scope of Work.
- 1.6 *Compliance Update:* A change made to the CIBHS Solutions to reflect a mandated change in the applicable law.
- 1.7 *Computer System:* The desktop hardware and software components and programs that are used by County in conjunction with the CIBHS Solutions.
- 1.8 *Confidential Information:* Any and all other confidential and/or proprietary information provided by a Party ("Discloser") to the other Party ("Recipient") pursuant to this Agreement or otherwise, relating to, among other items, the research, development, Solution, processes, business plans, customers, finances, suppliers, and personnel data of or related to the business of Discloser, including, without limitation, the CIBHS Solutions and all Documentation. Confidential Information shall also include all "non-public personal information" as defined in Title V of the Gramm-Leach-Bliley Act (15 U.S. C. Section 6801, et seq.) and the implementing regulations thereunder (collectively, the "GLB Act"), as the same may be amended from time to time. Confidential Information does not include any information: (a) Recipient knew before Discloser provided it; (b) which has become publicly known through no wrongful act of Recipient; (c) which Recipient developed independently, as evidenced by appropriate Documentation; or, (d) of which Recipient becomes aware from any third person not bound by non-disclosure obligations to Discloser and with the lawful right to disclose such information to Recipient. Notwithstanding the foregoing, specific information will not be deemed to be within the foregoing exceptions merely because it is contained within more general information otherwise subject to such exceptions.
- 1.9 *Copyrights:* Copyrighted and copyrightable materials, whether or not registered, published, or containing a copyright notice, in any and all media, and further including, without limitation, any and all moral rights and corresponding rights under international agreements and conventions, all Derivatives thereof, and any and all applications for registrations, registrations, and/or renewals of any of the foregoing.
- 1.10 *Consulting Services:* The Contractor consulting services as set forth in the applicable SOW.



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- 1.11 *Customization*: Any improvement, derivation, extension or other change to the CIBHS Solutions made by Contractor at the request of County, including any that result from the joint efforts or collaboration of Contractor and County.
- 1.12 *Data*: All data entered or used by County in order to use the CIBHS Solutions, including but not limited to user account data and the data for which the CIBHS Solutions is designed to store, manipulate, analyze and report in performing its functional requirements.
- 1.13 *Deliverables*: Those components, milestones, and/or materials, including, without limitation, the CIBHS Solutions, Documentation, maintenance modifications, and Enhancements to be completed by one Party and delivered or otherwise provided to the other Party in accordance with the terms of this Agreement. Deliverables can mean either Deliverables required from Contractor or Deliverables required from County.
- 1.14 *Derivatives*: Any and all adaptations, Enhancements, improvements, modifications, revisions, extensions or translations, whether to Intellectual Property or otherwise.
- 1.15 *Documentation*: Standard user publications relating to use of the CIBHS Solutions, such as reference, installation, administrative, maintenance, and programmer manuals, provided by Contractor to County, all of which are made available to County by Contractor by either hard copy or electronic delivery.
- 1.16 *End User*: Any employee(s), affiliate(s), agent(s), or representative(s) of County, or any other person under the direction or control of County that uses the CIBHS Solutions to perform certain functions or tasks as required by County.
- 1.17 *Enhancement*: A change or addition, other than maintenance modifications, to CIBHS Solutions and related Documentation, including, without limitation, all new Releases, that improve functions, add new functions, or significantly improve performance by changes in system design or coding; *provided, however*, that Enhancements do not include any New Solutions.
- 1.18 *Error*: Either (a) any error or defect resulting from an incorrect functioning of CIBHS Solutions caused by the CIBHS Solutions' failure to meet Specifications therefor; or, (b) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the CIBHS Solutions and/or the Documentation to meet the Specifications therefor.
- 1.19 *Error Correction*: Either (a) a temporary repair or replacement or other modification or addition that, when made or added to the CIBHS Solutions, corrects an Error, or (b) a procedure or routine that, when observed in the regular operation of the CIBHS Solutions, eliminates the practical adverse effect of an Error on County. Temporary repair may be made permanent and released in Subsequent Releases of the CIBHS Solutions.
- 1.20 *"Final Acceptance"*: Defined as (a) the successful completion of all Deliverables and following the CIBHS Solutions Acceptance process (as set forth in this Agreement), and (b) the final delivered CIBHS Solutions fully implemented in County's live environment.
- 1.21 *Hardware*: The Computer System components and equipment, other than the CIBHS Solutions and Third-Party Software Solutions.
- 1.22 *Implementation Plan*: That Deliverable, provided by Contractor, that includes the specific tasks and Deliverables required for the implementation of the identified work, and the specific dates for completion thereof.
- 1.23 *Intellectual Property*: Trade secrets, Copyrights, Derivatives, Documentation, Patents, CIBHS Solutions, technical information, technology, and any and all proprietary rights relating to any of the foregoing.
- 1.24 *New Solutions*: Any change or addition to CIBHS Solutions and/or related Documentation that: (a) has a value or utility separate from the use of the CIBHS Solutions and Documentation; (b) as a practical matter, may be priced and offered separately from the



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CIBHS Solutions and Documentation; and, (c) is not made available to Contractor's licensees generally without separate charge.

- 1.25 *Notice of Completion:* A written notice from Contractor stating that delivery, installation and implementation of all CIBHS Solutions at County's site has been completed and that the CIBHS Solutions is available for acceptance testing.
- 1.26 *Party:* Either Contractor or County, and "Parties" means both of the same.
- 1.27 *Patents:* All patentable materials, letters patent, and utility models, including, without limitation, all reissues, continuations, continuations-in-part, renewals, Derivatives, and extensions of any of the foregoing and all applications therefor (and patents which may issue on all such applications).
- 1.28 *Release:* Means a version of the CIBHS Solutions denoted by the number to the left of the decimal point (as compared to a change in the number to the right of the decimal point). For example, 4.x and 4.1 are the same Release; 4.x and 5.x are two different Releases. Releases include major Enhancements and the incorporation of any Version developed after the Release immediately preceding the most current Release.
- 1.29 *Seat:* A unique physical device, such as a terminal, microcomputer, or similar computing device that is part of the Computer System at which an End User has access to some or all of the CIBHS Solutions.
- 1.30 *Site:* A single physical location and single database for which the CIBHS Solutions is licensed. The number of Sites for which County is licensed to use the CIBHS Solutions shall be specified in the applicable Schedule.
- 1.31 *Specifications:* The functional, operational, and performance characteristics of the CIBHS Solutions as described in Contractor's current published Documentation.
- 1.32 *Statement of Work or SOW:* A statement of work executed by parties that describes the services to be provided by Contractor to County under this Agreement.
- 1.33 *Subsequent Release:* A Release of the CIBHS Solutions for use in a particular operating environment which supersedes the CIBHS Solutions. A Subsequent Release is offered and expressly designated by Contractor as a replacement to a specified CIBHS Solutions. A Subsequent Release will be supported by Contractor in accordance with the terms of this Agreement. Multiple Subsequent Releases may be supported by Contractor at any given time.
- 1.34 *Support Services:* Those support services provided by Contractor as described in the applicable SOW.
- 1.35 *Test Period:* The thirty (30) day period following: (a) County's receipt of the Notice of Completion or (b) in the case where County requests or causes a material delay in the performance of implementation services, the date set forth in the Implementation Plan for commencement of Acceptance testing.
- 1.36 *Third Party Software Solutions:* Third party software utilized in tandem with the CIBHS Solutions, and necessary to enable the CIBHS Solutions to perform the Specifications, supplied by Contractor with the CIBHS Solutions or acquired directly by County on the advice of Contractor.
- 1.37 *Trademarks* – trademarks, service marks, logos, trade names, and/or domain names including, without limitation, any and all common law and/or statutory rights therein and any and all applications to register and/or registrations therefor, anywhere within or outside of the Territory.
- 1.38 *Update:* A revision of the CIBHS Solutions released by Contractor to its end user customers receiving maintenance and support services from Contractor. "Update" does not include any New Solutions or added features for which Contractor generally imposes a separate charge.

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- 1.39 *Upgrade*: Either an Enhancement to the CIBHS Solutions code to add new features or functions to the CIBHS Solutions or software programming revisions containing corrections to Error Corrections that have been reported by users or discovered by Contractor. Upgrades include revisions that are made to the CIBHS Solutions to conform to a newer version of the operating system software.
- 1.40 *Users*: People who, in accordance with the terms of this Agreement, are authorized by County's Authorized Representatives to access the CIBHS Solutions for purposes of performing data entry, analysis, or reporting, or for providing technical support.
- 1.41 *Version*: A new version of the CIBHS Solutions that includes minor Enhancements, Error Corrections, and/or Compliance Updates, which is indicated by a different number to the right of the decimal point (e.g., "4.1" and "4.2" represent different Versions of Release "4").

**2.0 Notices**

This Agreement shall be managed and administered on behalf of the respective Parties by the individuals identified below. All invoices shall be submitted to and approved by County's representative so identified. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed to said Party and shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

**Contact Person:**

Shoshana Zatz  
Associate  
CIBHS  
2125 19th Street  
Sacramento, CA 95818  
(916) 379-5341  
szatz@cibhs.org

**Contact Person:**

Mr. James A. Rydingsword,  
HHSA Director  
San Benito County Health and  
Human Services Agency  
1111 San Felipe Road, #206  
Hollister, CA 95023  
(831) 636-4180  
Jrydingsword@cosb.us

**3.0 Standard of Performance**

CIBHS represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All CIBHS Solutions and Solutions of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation. Contractor's personnel, when on County's premises, shall comply with County's regulations regarding security, safety and professional conduct.

Subject to the terms and conditions of this Agreement, Contractor will provide to County the Support Services, the Consulting Services and such other services agreed by the Parties in applicable SOWs. SOWs shall be deemed incorporated herein. Services are only for County's internal use. County may not use the services to supply any consulting, training or support services to any third party. All services delivered under this Agreement are deemed accepted by County upon delivery.

**4.0 Contractor as Independent**



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In providing the CIBHS Solutions and services hereunder, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

**5.0 Indemnification**

**5.1 General**

Each Party shall defend, indemnify and save harmless the other Party, its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, judgments damages, losses or expenses (including, without limitation, defense costs and attorney fees of litigation) arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission to act on the part of the indemnifying Party or its agents or employees or other independent contractors directly responsible to it, except those liabilities, claims, demands, judgments damages, losses or expenses to the extent resulting from the negligence or willful misconduct of the other Party. With respect to any and all liabilities, claims, demands, judgments damages, losses or expenses arising from the joint or concurrent negligence of Contractor and County, each Party shall assume responsibility in proportion to the degree of its respective fault as determined by a court of competent jurisdiction. Each Party's obligation to indemnify the other Party is contingent upon the other Party giving prompt notice to such indemnifying Party of any claims, permitting the indemnifying Party to defend, compromise, or settle any claim, and cooperate with the defense of any such claim. Each Party shall notify the other Party immediately in the event of any accident or injury arising out of or in connection with this Agreement.

**5.2 Intellectual Property**

- a. Notwithstanding any language contained herein to the contrary, Contractor warrants that the CIBHS Solutions does not infringe upon or violate any Patent, Copyright, trade secret, contract right, or any other proprietary right of any third party within the United States. Except as otherwise provided, Contractor, at its own expense, will defend, indemnify and hold County harmless from any claim made or threatened or any suit or proceeding brought against County insofar as it is based on an allegation that the CIBHS Solutions furnished by Contractor under this Agreement infringes any Copyright or Patent in existence on the date the CIBHS Solutions was initially provided to County, but only if County does all of the following:
  - i. notifies Contractor of that action in writing within a reasonable period of time (such that Contractor suffers no prejudice to its rights);
  - ii. gives Contractor the right to control and direct the defense and settlement of that action;
  - iii. makes no compromise, settlement, or admission of liability; and
  - iv. provides reasonable assistance and cooperates in the defense of that action at Contractor's reasonable expense.
- b. Subject to the limitations set forth in this Agreement, Contractor shall pay any resulting damages, costs and expenses finally awarded to a third party, including, but not limited to, reasonable legal fees, incurred as a result of the CIBHS infringement of a Copyright or Patent right. Contractor will have no responsibility for the settlement of any claim, suit, or proceeding made by County without Contractor's prior written approval.
- c. If the CIBHS Solutions is held to infringe, and the use of the CIBHS Solutions is enjoined, Contractor, at its expense, will do one of the following:
  - i. procure for County the right to continue using the infringing or potentially infringing CIBHS Solutions;

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- ii. replace the infringing or potentially infringing CIBHS Solutions with non-infringing CIBHS Solutions; or
- iii. modify the infringing or potentially infringing CIBHS Solutions so that it becomes non-infringing.
- iv. If none of the foregoing remedies are commercially feasible, Contractor will return to County the initial user fee actually paid by County to Contractor under this Agreement, and upon such a return, any users granted to County for the CIBHS Solutions shall terminate immediately.

**6.0 Insurance**

During the performance of this Agreement, each Party shall maintain in full force and effect the following insurance coverages:

- 6.1 Commercial General Liability Insurance: Each Party shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:
  - a. Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount of \$1,000,000.
  - b. A provision that said insurance shall be primary and other insurance maintained by a Party shall be excess only and not contributing with such Party's insurance; and
  - c. A provision that said insurance shall provide for thirty (30) days written notice to the other Party of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days' notice for non-payment of premium). Upon receipt of such notice, the other Party will provide the terminating Party in writing a notice that the terminating Party has until the effective date of termination, change in coverage protection, or reduction in coverage limits to secure new insurance coverage as required herein, and that terminating Party's failure to do so will constitute default under the terms of this Agreement.
- 6.2 Cyber Liability Insurance: Without limiting any of the obligations or liabilities of a Party, each Party shall carry and maintain, at its own expense including any applicable deductibles or retentions, as long as respective, applicable statute(s) of limitation or repose are in effect relating to the specific purposes of this Agreement, Cyber Liability insurance in an amount of no less than \$1,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.[CHECK WITH INSURANCE CARRIER IF COMMERCIAL GENERAL LIABILITY INSURANCE ALREADY COVERS CYBER LIABILITY]
- 6.3 Worker's Compensation: Before commencing to utilize employees in providing services under this Agreement, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor. Contractor shall maintain said policy or self-insurance as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.
- 6.4 Miscellaneous Insurance Provisions: All policies of insurance required by this Agreement shall remain in full force and effect throughout the term of this Agreement and shall be payable on a "per occurrence" basis unless the other Party specifically consents to "claims made" coverage.



At all times, a Party shall keep and maintain in full force and effect throughout the duration of this Agreement, policies of insurance required by this Agreement which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, each Party shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Agreement. Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Agreement shall constitute a material breach of this Agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which the non-breaching Party may elect to suspend payments hereunder, or terminate this Agreement, or both.

## **7.0 Ownership of Data**

County is and shall be the owner of the following items incidental to this Agreement upon CIBHS Solutions, whether or not completed: all Data collected, and any material necessary for the practical use of the Data from the time of collection and/or CIBHS Solutions whether or not performance under this Agreement is completed or terminated prior to completion, except for CIBHS Solutions which shall be used as provided in this Agreement. Contractor shall not release any materials under this section without prior written approval of County.

No materials produced in whole or in part under this Agreement shall be subject to Copyright in the United States or in any other country except as provided in this Agreement. County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or part, any reports, Data, documents or other similar materials prepared under this Agreement, except for the CIBHS Solutions and other Intellectual Property, which shall be subject to the ownership and other restrictions set forth in this Agreement.

## **8.0 Assignment and Subcontracting**

Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Agreement are personal to County and Contractor. They may not be transferred, subcontracted, or assigned without the prior written consent of both Parties.

Each Party shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at to the extent such insurance provisions are required of a Party under this Agreement. Failure of a Party to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this Agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which the non-breaching Party may elect to suspend payments hereunder, or terminate this Agreement, or both.

## **9.1 Confidentiality**

The Parties hereto acknowledge that information obtained about the other Party pursuant to this Agreement may include Confidential Information. Each Party agrees not to use Confidential information except in accordance with the terms of this Agreement or any other agreements between the Parties, and not to disclose Confidential Information to any third parties without the prior written consent of the other Party, except as required by law. The Parties agree that the Confidential Information does not include any information which, at the time of disclosure, is generally known by the public. County shall make no attempt to reverse compile, disassemble, or otherwise reverse engineer the CIBHS Solutions or any portion thereof. These obligations of confidentiality shall survive termination of the user agreement provided hereunder and this Agreement.

To the extent required by the Health Insurance Portability and Accountability Act of 1996 and regulations related to privacy promulgated there under (the "Privacy Standard"), and notwithstanding anything to the contrary herein, Contractor will maintain the confidentiality of



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Protected Health Information or PHI (as defined by the Privacy Standard) made available to or obtained by Contractor as a result of this Agreement and will comply with applicable requirements of the Privacy Standard. Specifically, Contractor will:

- a. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law (as such term is defined by the Privacy Standard);
- b. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
- c. Report to County any use or disclosure of PHI not provided for by this Agreement of which Contractor becomes aware;
- d. Ensure that any agent, including a subcontractor to whom Contractor provides PHI received from, or created or received by County on behalf of, Customer, agrees in writing to the provisions of this Agreement;
- e. Mitigate, to the extent practicable, the harmful effect of any use or disclosure of PHI not permitted by this Agreement;
- f. Upon expiration or termination of this Agreement, return to County or destroy all PHI received from, or created or received on behalf of, County (including all copies thereof) then in Contractor's possession or under its control; or if, return or destruction is not feasible, provide County with written notice in which Contractor describes why return or destruction is not feasible and agree in writing to extend the protections of this Section to the PHI and limit further uses and disclosures to those purposes that make return or destruction infeasible.

Contractor agrees that this Agreement may be amended from time to time if necessary to comply with HIPAA.

**10.0 Warranty**

Contractor warrants the CIBHS Solutions shall operate in all material respects as specified in the Contractor-provided Documentation. If Contractor makes or has made claims in response to specifications listed in a County solicitation, then Contractor warrants the CIBHS Solutions to operate in all material respects as claimed in response to the solicitation. Contractor warrants that the CIBHS Solutions does not contain any disabling devices that would allow Contractor to terminate operation of the CIBHS Solutions. Contractor further warrants that, to the best of its knowledge, the CIBHS Solutions does not contain any malicious code or components such as viruses, malware or spyware. Contractor warrants as follows for all Customization made by Contractor for County: (a) and (b) all Customizations will be preserved and will remain functional in any future CIBHS Solutions Versions, revisions, or Updates provided by Contractor. These provisions shall apply for as long as County is covered by Contractor's maintenance agreement.

**THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF CONDITIONS, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT THE CIBHS SOLUTIONS WILL OPERATE ERROR-FREE OR UNINTERRUPTED AND THAT ALL PROGRAM ERRORS IN THE CIBHS SOLUTIONS CAN BE FOUND IN ORDER TO BE CORRECTED. NOR DOES CONTRACTOR MAKE ANY WARRANTIES REGARDING THE ACCURACY, RELIABILITY OR CURRENCY OF ANY INFORMATION CONTENT.**

**CONTRACTOR'S LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ARISING FROM USE OF THE CIBHS SOLUTIONS BY COUNTY SHALL BE ABSOLUTELY LIMITED TO THOSE ACTUAL AND DIRECT DAMAGES WHICH ARE REASONABLY INCURRED BY COUNTY AND SHALL NOT EXCEED THE FEES PAID BY COUNTY WITH RESPECT TO THE SERVICES GIVING RISE TO THE LIABILITY OVER THE MONTH IN WHICH LIABILITY OCCURRED NOT TO EXCEED TWELVE (12) MONTHS. THIS LIMITATION OF CONTRACTOR'S LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN**



**CONTRACT OR TORT, INCLUDING NEGLIGENCE. THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF CONTRACTOR ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, AND/OR PERFORMANCE OF THE CIBHS SOLUTIONS.**

Unless otherwise stated in the applicable Schedule, Contractor shall not be liable for, and County hereby assumes the risk of and shall indemnify and hold harmless Contractor against, any claim, injury, loss, damage, or expense (including attorneys' fees), either direct or indirect, incurred, made, or suffered by County in connection with or in any way arising out of the furnishing, performance, or use of services provided by any third party contracted by County to perform services in connection with the CIBHS Solutions.

**11.0 Nondiscrimination and Compliance with Laws**

In providing services hereunder, Contractor agrees to comply with all applicable laws and regulations, including but not limited to those relating to nondiscrimination and civil rights. Contractor agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. Contractor shall have and keep current at all times during the Term of this Agreement all user permits required by law.

**12.0 Intellectual Property**

County acknowledges that Contractor owns all right, title and interest in and to the CIBHS Solutions, the Documentation, and other information relating thereto, including all Patents, Trademarks, Copyrights, trade secrets and other Intellectual Property rights. No rights, other than those granted pursuant to the user agreement set forth in this Agreement, are transferred to County.

**13.0 Conflict of Interest**

Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. This covenant shall not prohibit Contractor from offering the same or similar CIBHS Solutions and services to other entities.

**14.0 Responsibilities of County**

County shall provide all information reasonably necessary to Contractor in performing the services provided herein. Contractor shall not be responsible for any delays caused by County's failure to provide information or failure to perform obligations.

**15.0 Technology Life Expectancy**

County understands, acknowledges, and agrees that the technology upon which the CIBHS Solutions and services are based changes rapidly. County further acknowledges that Contractor will continue to improve the functionality and features of the CIBHS Solutions and Services to improve legal compliance, accuracy, functionality, and usability. As a result, Contractor does not represent or warrant that the CIBHS Solutions and Services provided to County under this Agreement or that the Computer System recommended by Contractor will function for an indefinite period of time. Rather, Contractor and County may, from time to time, analyze the functionality of the CIBHS Solutions and Services, in response to changes to determine whether Upgrades are advised. County is solely responsible for all costs associated with such future resources and Upgrades.

**16.0 Term and Termination**

16.1 The initial term (the "Initial Term") of this Agreement shall commence upon execution by both Parties (hereinafter the "Effective Date") and unless sooner terminated in accordance with this Agreement, shall continue until [forty-eight months] following the Effective Date.



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Upon expiration of the Initial Term, this Agreement will automatically renew for successive periods of three (3) years (each, a "Renewal Term"), unless County gives Contractor written notice at least ninety (90) days prior to the expiration date of the applicable Initial Term or the then current Renewal Term that this Agreement will not be renewed beyond the current Term. The Initial Term and the Renewal Terms are herein collectively referred to as "Term."

**16.2 Termination by County**

- a. County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience or because of the material failure of Contractor to fulfill the obligations hereunder. Upon receipt of such notice, Contractor shall immediately discontinue all services affected (unless the notice directs that the disentanglement provision under Section 16.4 shall be invoked), and shall deliver to County all Data, estimates, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing services under this Agreement, whether completed or in process.
- b. For Convenience: County may, by written notice stating the extent and effective date of termination, terminate this Agreement in whole or in part at any time. Upon receipt of such notice, Contractor shall promptly cease work and notify County as to the status of its performance. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for services performed to the date of termination, to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall be paid the value of the services rendered by Contractor based on the rates set forth in this Agreement. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.
- c. For Cause: Should Contractor materially default in the performance of this Agreement or materially breach any of its provisions, County may elect to immediately suspend payments or terminate this Agreement, or both, without notice.

**16.3 Termination by Contractor**

- a. For Nonpayment: Should County fail to pay Contractor all or any part of the payment set forth in Schedule E, Contractor may, at Contractor's option, terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
- b. For Convenience: Contractor may, by advanced written notice stating the extent and effective date of termination, terminate this Agreement in whole or in part at any time.
- c. For Cause: Should County materially default in the performance of this Agreement or materially breach any of its provisions, Contractor, at Contractor's sole option, may terminate this Agreement upon thirty (30) days written notice.

**16.4 Disentanglement**

If directed by County, Contractor shall cooperate with County and County's other vendors and contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County to accomplish a complete transition of the services as set forth in this Agreement being terminated to County or to any replacement provider designated by County, without any interruption or adverse impact on those services or any other services provided by third parties. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including but not limited to providing to County or any new service provider all requested information or documentation required to assist County in effecting a complete transition to the new service provider. Contractor shall provide all information or documentation regarding the services to be transitioned, including



**SMALL COUNTY WHOLE PERSON CARE COLLABORATIVE**  
**IITD SERVICE AGREEMENT**

but not limited to Data conversion tables, client files, interface specifications, and training materials. Contractor shall provide for the prompt and orderly conclusion of all Work required under this Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or County's designee. All Contractor work done as part of the disentanglement shall be performed by Contractor and will be reimbursed by County at Contractor's rates as set forth in this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by this Agreement. Contractor's obligation to provide the services shall not cease until the earlier of the following: a) the disentanglement is completed to County's reasonable satisfaction, or b) twelve (12) months after the expiration of the then-current term of this Agreement.. Return, Transfer and Removal of Data and other Assets

- a. Upon termination of this Agreement, Contractor shall return to County all County-furnished assets in Contractor's possession.
- b. Upon termination of this Agreement, Contractor shall ensure that any and all of County's Data maintained by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date or the completion of the disentanglement period, whichever is later, and that said data is securely transmitted or delivered to County or County's designee.

16.5 Effect of Termination: Contractor shall cooperate with County to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County to ensure that any and all of County's data maintained in the CIBHS Solutions user agreement to County by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date, and that said data is securely transmitted to County. If County terminates this Agreement prior to the payment of all CIBHS Solutions user fees, or if County is in breach of this Agreement, County shall immediately cease using the CIBHS Solutions and shall either destroy or return the original and all copies, in whole or in part, in any form, of the CIBHS Solutions and related materials. County shall certify such action in writing to County within one (1) month after the termination date. Obligations and rights in connection with this Agreement which by their nature would continue beyond the termination of this Agreement shall survive termination of this Agreement.

## **17.0 Dispute Resolution**

If a dispute, controversy, or claim arises between the Parties relating to this Agreement, the Parties shall promptly notify one another of the dispute in writing. Each Party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10) days following the first receipt by a Party of such written notice and shall attempt to resolve the dispute within fifteen (15) days. Any unresolved issues shall then be submitted by the parties to binding arbitration by a single arbitrator appointed by the American Arbitration Association ("Association") in accordance with the Association's commercial arbitration rules then in effect (as expressly modified by this Section). The arbitration shall take place in the State of California. The decision of the arbitrator shall be enforceable in any court of competent jurisdiction. The parties shall use their best efforts to commence the arbitration proceeding within twenty (20) business days after the failure of the informal settlement procedures above. Depositions may be taken and discovery obtained in any such arbitration proceedings as provided in Sections 1283.05 and 1283.1 of the Code of Civil Procedure of the State of California. During such arbitration, each party shall be responsible for its own legal fees and expenses. These provisions shall survive the termination of this agreement, regardless, of the cause of such termination.

## **18.0 Compliance with Public Records Law**

All information County receives from Contractor, whether received in connection with Contractor's proposal or in connection with any services performed by Contractor, will be disclosed upon receipt of a request for disclosure pursuant to the California Public Records Act; provided, however, that if



any information is set apart and clearly marked "Confidential Information" pursuant to Section 9, above, when it is provided to County, County shall give notice of Contractor of any request for disclosure of such information. Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with County, satisfactory to the County counsel, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by County in any legal action to compel the disclosure of such information under the California Public Records Act. Contractor shall have sole responsibility for defense of the actual "Confidential" designation of such information.

Contractor and County understand and agree that any failure by Contractor to respond to the notice provided by County and/or to enter into an agreement with County, in accordance with the provisions above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "Confidential" by Contractor, and County shall disclose such information pursuant to applicable procedures required by the Public Records Act.

#### **19.0 Books of Record and Audit Provision**

Contractor shall maintain complete records relating to this Agreement for a period of five (5) years from the completion of services hereunder. Said records shall be maintained in sufficient detail to establish the accuracy of charges for services provided and corresponding calculations of any sales tax payable.

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days' notice; said audit rights may only be exercised by County once every calendar year.

#### **20.0 Taxes**

County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. Similarly, Contractor shall not be responsible for paying any taxes on County's behalf, and should Contractor be required to do so by state, federal, or local taxing agencies, County agrees to promptly reimburse Contractor for the full value of such paid taxes plus interest and penalty, if any. (The fees set forth in Schedule E do not include any amounts for sales taxes, as it is anticipated that all related materials will be provided by Contractor by electronic delivery.)

#### **21.0 Jurisdiction and Venue**

This Agreement shall be construed in accordance with the laws of the State of California and the Parties hereto agree that venue shall be in Mariposa, San Benito and Plumas Counties in California which Contractor's main office is located.

#### **22.0 Compliance with Applicable Laws**

Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services to be provided by this Agreement.

#### **23.0 Authority**

All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, each Party hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which breach would have a material effect hereon.

**24.0 Section Headings**

The headings of the several sections of this Schedule and other Sections which comprise this Agreement, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

**25.0 Severability**

If any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**26.0 Amendment and Waivers**

Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach hereof or default hereunder shall not be deemed to constitute a waiver of any other breach or default. The failure of any Party to enforce any provision hereof shall not be construed as or constitute a waiver of the right of such Party thereafter to enforce such provision.

**27.0 Force Majeure**

Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile action, or catastrophic natural event. Should there be such an occurrence that impacts the ability of either Party to perform their responsibilities under this Agreement, the nonperforming Party shall give immediate written notice to the other Party to explain the cause and probable duration of any such nonperformance.



**SCHEDULE B—SCHEDULE OF CHARGES AND PAYMENTS**

**1.0 Fees**

**Small County Whole Person Care Collaborative** Fees for IITD fall into two categories: **One-time costs** for custom development services and **Annual payments for ongoing use of the platform**. It is assumed that **Mariposa, San Benito and Plumas Counties** have computer/laptop and high-speed Internet access for each eBHS user. Total costs: \$194,760 first year, \$79,800 second year, and \$75,000 annually thereafter.

**See attached fee schedule table.**

**2.0 Payments**

- 2.1 Unless otherwise specified in this Agreement, the contractual amounts described in this Schedule to be paid to Contractor constitute the entire compensation due Contractor and all of County's obligations regardless of the difficulty, materials or equipment required. The contractual amount includes user fees, overhead, profit and all other direct and indirect costs incurred or to be incurred by Contractor.
- 2.2 Any cost adjustments to this Agreement must be agreed upon by the Parties by amending this Agreement. No claim for additional services, not specifically provided herein, will be allowed by County except to the extent provided by a valid amendment to this Agreement through the Change Request process.
- 2.3 Payment will be made by County upon 30 days from receipt by County of invoices from Contractor.
- 2.4 The payment of an invoice by County will not prejudice County's right to object to or question that or any other invoice or matter in relation thereto. Contractor's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by County, on the basis of audits conducted in accordance with the terms of this Agreement, not to constitute allowable costs. Any payment will be reduced for overpayments, or increased for underpayments on subsequent invoices.

**3.0 Taxes**

The fees set forth in this Agreement do not include any amounts for taxes. Sales, use or excise taxes, to the extent they apply, are the sole responsibility of County. Contractor will not submit an invoice nor will Contractor collect such taxes from County.

## Small County Whole Person Care Collaborative Total Fees: Year One

	Mariposa	Plumas	San Benito	Total Fees One	Year
<b>SET-UP FEES</b>					
System Set-up/Proj. Mgmt. Support and training	\$14,900	\$14,900	\$14,900	\$44,700	
IITD Implementation Costs (Including Training)	\$21,440	\$21,440	\$21,440	\$64,320	
Integration with EHR (\$4,800/provider)*****	\$14,400	\$14,400	\$0	\$28,800	
<b>TOTAL</b>	<b>\$50,740</b>	<b>\$50,740</b>	<b>\$36,340</b>	<b>\$137,820</b>	
<b>ANNUAL FEES</b>					
User Fees (10 users) (Year one also)	\$3,660	\$3,660	\$3,660	\$10,980	
Additional User Fees (Year one also)*	\$0	\$0	\$0	\$0	
Proj. Mgmt. Support (After Year One)	\$0	\$0	\$0	\$0	
<b>TOTAL</b>	<b>\$3,660</b>	<b>\$3,660</b>	<b>\$3,660</b>	<b>\$10,980</b>	
<b>CUSTOMIZATION FEES</b>					
Simple collections/reports (\$3,800/collection) **	\$7,660	\$7,660	\$7,660	\$22,980	
Complex collection/report (\$7660/collection) ***	\$7,660	\$7,660	\$7,660	\$22,980	
System Enhancements (TBD by eCenter)	\$0	\$0	\$0	\$0	
<b>TOTAL</b>	<b>\$15,320</b>	<b>\$15,320</b>	<b>\$15,320</b>	<b>\$45,960</b>	
<b>SPECIAL SUPPORT - HOURLY FEES</b>					
System Review (200/hr)	\$0	\$0	\$0	\$0	
Highly complex set-up (200/hr)	\$0	\$0	\$0	\$0	
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>Total Year 1:</b>	<b>\$69,720</b>	<b>\$69,720</b>	<b>\$55,320</b>	<b>\$194,760</b>	

**Notes:**

\* \$500/additional user (annually)

\*\*\$3,800/additional simple collection. Maximum of 5 reports

\*\*\*\$7,600/additional complex collection, Maximum of 5 reports

\*\*\*\*Each EHR linkage should require no more than 4 days.

\*\*\*\*\*Noted that there will be additional costs

## Small County Whole Person Care Collaborative Total Fees: Years Two and Three and Ongoing Annually

	Mariposa	Plumas	San Benito	Total Fees Year Two	Total Fees and Ongoing
<b>SET-UP FEES</b>					
System Set-up/Proj. Mgmt. Support and training					
IITD Implementation Costs (Including Training)					
Integration with EHR (\$4,800/provider) ****			\$4,800	\$4,800	
TOTAL	\$0	\$0	\$4,800	\$4,800	
<b>ANNUAL FEES</b>					
User Fees (10 users) (Year one also)	\$3,660	\$3,660	\$3,660	\$10,980	
Additional User Fees (Year one also)*	\$0	\$0	\$0	\$0	
Proj. Mgmt. Support (After Year One)	\$21,340	\$21,340	\$21,340	\$64,020	
TOTAL	\$25,000	\$25,000	\$25,000	\$75,000	
<b>CUSTOMIZATION FEES</b>					
Simple collections/reports (\$3,800/collection) **					
Complex collection/report (\$7660/collection) ***					
System Enhancements (TBD by eCenter)					
TOTAL					
<b>SPECIAL SUPPORT - HOURLY FEES</b>					
System Review (200/hr)	\$0	\$0	\$0	\$0	\$0
Highly complex set-up (200/hr)	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$0	\$0
<b>Total Year 2</b>	\$25,000	\$25,000	\$29,800	\$79,800	
<b>Total Year 3 and Ongoing Annually</b>	\$25,000	\$25,000	\$25,000		

**Notes:**

- \* \$500/additional user (annually)
- \*\*\$3,800/additional simple collection. Maximum of 5 reports
- \*\*\*\$7,600/additional complex collection, Maximum of 5 reports
- \*\*\*\*Each FTE clinician should receive no more than 1 hour



## SERVICES AGREEMENT

The COUNTY OF SAN BENITO ("COUNTY") and COUNTY OF MARIPOSA, a political subdivision of the State of California ("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, 2017, and end on June 30, 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: California State Minimum

**6. Termination.**

The number of days of advance written notice required for termination of this contract is 60.

**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: Cynthia Larca

Title: Deputy Director

Address: 1111 San Felipe Rd #206

Hollister, California 95023

E-Mail: clarca@cosb.us

Telephone No.: (831) 634-4908

Fax No.: \_\_\_\_\_

Contract Administrator for CONTRACTOR:

Name: Chrissie Doss

Title: Deputy Director, Behavioral Health

Address: 5362 Lemee Lane

Mariposa, California 95338

E-Mail: cdoss@mariposahsc.org

Telephone No.: (209) 742-0889

Fax No.: (209) 742-0996

**SIGNATURES**

APPROVED BY COUNTY:

\_\_\_\_\_

Name: Marshall Long

Chair, Mariposa County Board of Supervisors

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

APPROVED BY CONTRACTOR:

\_\_\_\_\_

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

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

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

**APPROVED AS TO LEGAL FORM:**

Steven W. Dahlem, Mariposa County Counsel

\_\_\_\_\_

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

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

APPROVED BY COUNTY:

APPROVED BY CONTRACTOR:

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

Chair, San Benito County Board of Supervisors

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

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

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

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

**APPROVED AS TO LEGAL FORM:**

Matthew W. Granger, San Benito County Counsel

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

Date: 9-1-17 \_\_\_\_\_



## **ATTACHMENT A**

### **Scope of Services**

County of SAN BENTIO will:

Contract with Hurst, Brooks, Espinosa LLC for Whole Person Care Pilot Program application consultation in the not to exceed amount of \$50,000.

Act as the fiscal agent for Mariposa County to complete the Inter-Governmental Transfer (IGT), should a Third Party Administrator contract not be executed in time to complete the Whole Person Care IGT process for the Small County Consortium.

Return to Mariposa County the full IGT amount due as stated in Attachment B as within 2 business days from receipt of funds from the State.

Act as the fiscal agent for the purpose of contracting for and purchasing of database software.

MARIPOSA COUNTY will:

Pay a proportional share of the Hurst, Brooks, Espinosa LLC consultation contract in the amount stated in Attachment B.

Pay IGT matching funds in the amount stated in Attachment B and in sufficient time as to allow for San Benito County to complete the IGT process.

Pay a proportional share of the database software purchase as stated in Attachment B.

**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 MARIPOSA COUNTY to SAN BENITO COUNTY at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

MARIPOSA COUNTY shall pay to SAN BENITO COUNTY: (check one)

- ☐ a total lump sum payment of \$  
☒ a total sum not to exceed \$ 208,633

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

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

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

- a) For reimbursement of proportional share of consultation contract with Hurst-Brooks-Espinosa LLC., \$8,000 shall be paid by Mariposa County.
- b) For Inter-Governmental Transfer process, \$200,633 will be paid by Mariposa County.
- c) Once Inter-Governmental Transfer is complete San Benito County will reimburse \$401,265 to Mariposa County.

Accounting contact for:

SAN BENITO COUNTY:

Name: Cynthia Larca

Title: Deputy Director

Address: 1111 San Felipe Rd #206

Hollister, California 95023

E-Mail: clarca@cosb.us

Telephone No.: 831-634-4908

MARIPOSA COUNTY:

Name: Randy Ridenhour

Title: Senior Administrative Analyst

Address: 5362 Lemee Lane

Mariposa, CA 95338

E-Mail: rridenhour@mariposahsc.org

Telephone No.: (209) 742-0922

**END OF ATTACHMENT B**

## **ATTACHMENT C**

### **General Terms and Conditions**

#### **C-1. INDEMNIFICATION.**

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

#### **C-2. GENERAL INSURANCE REQUIREMENTS.**

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

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

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

#### **C-3. INSURANCE COVERAGE REQUIREMENTS.**

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

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

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

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

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

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

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

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

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

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

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

#### **C-8. INDEPENDENT CONTRACTOR.**

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

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

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

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

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

#### **C-11. NONDISCRIMINATION.**

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

#### **C-12. BANKRUPTCY.**

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



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

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

**C-14. NEGOTIATED CONTRACT.**

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

**C-15. SEVERABILITY.**

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

**C-16. ENTIRE CONTRACT.**

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

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

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

**C-18. TERMINATION.**

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

**C-19. NOTICES.**

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

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

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

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

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

**C-21. MATERIALITY.**

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

**C-22. WAIVER.**

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

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

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

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

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

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

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

**C-26. INDEPENDENT ADVICE.**

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

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

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

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

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

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

**C-29. COUNTERPARTS.**

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

**END OF ATTACHMENT C.**

## ATTACHMENT D

### PUBLIC SOCIAL SERVICES INFORMATION CONFIDENTIALITY STATEMENT Consultants and Independent Contractors Accessing Child Protective Services Records

The Health & Human Services Agency (H&HSA) is responsible for securing confidential information from individuals and families for purposes of providing public social services. H&HSA takes this responsibility seriously. By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Child Protective Services case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the San Benito County Health and Human Services Agency – Child Protective Services Department.

You may only access confidential information if you have a specific program business need for that information in the performance of your contract with County. You may only disclose confidential information to the contract administrator, child welfare staff, Agency Director or Child Welfare Deputy Director or other individuals specifically named in the contract with County. If you access confidential information without a specific program business need or if you disclose confidential information to any person other than those specified in the contract or this confidentiality statement, your contract may be immediately terminated by the County, and you may be subject to criminally fines or penalties.

By your signature and initials below, you acknowledge that confidential child protective services information is subject to strict confidentiality requirements imposed by state and federal law including, but not limited to: California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144, and California W&I Code §10850.

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#### READ AND INITIAL EACH OF THE STATEMENTS PRINTED BELOW

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***I certify that, in order to ensure the confidentiality and security of data, I agree to:***

- ☐ Access, distribute, share, and retain confidential data only as authorized and only as needed to conduct Agency business as required to perform my contract scope of services.
- ☐ Store under secure conditions all confidential data that I retain and ensure its confidential and timely destruction when no longer needed to fulfill the services under my contract.
- ☐ Respect the confidentiality and privacy of individuals whose data I access.
- ☐ Protect confidential information located at my place of business.
- ☐ Report immediately to the County any and all apparent and suspected security breaches of County confidential information.

***I Certify that I agree NOT to:***

- ☐ Discuss verbally or distribute in electronic or printed formats any confidential data except as authorized and as needed to perform my contract scope of services.
- ☐ Make unauthorized copies of confidential data.
- ☐ Engage in any activity that would compromise the security or confidentiality of data held in County records.

**I certify that I have read, understand and initialed the confidentiality statement printed above and agree to comply with them.**

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CONTRACTOR NAME

SIGNATURE

Date

ATTACHMENT D

**ATTACHMENT E**  
**SAN BENITO COUNTY**  
**BUSINESS ASSOCIATE ADDENDUM**

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

- (k) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services (“Secretary”), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County’s compliance with the Privacy Rule.
- (m) A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.
  - (1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.
  - (2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.
- (n) The Parties agree to take action to amend this Agreement from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.





# MARIPOSA COUNTY

Human Services/Behavioral Health & Recovery Services



MEETING: September 12, 2017

TO: The Board of Supervisors

FROM: Chevon Kothari, Human Services Director

RE: San Benito County Agreement to Act as Fiscal Agent for Whole Person Care

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## RECOMMENDATION AND JUSTIFICATION:

Approve an agreement with the County of San Benito to act as a fiscal agent for Mariposa County Human Services in an amount not to exceed \$208,633; and authorize the Board of Supervisors Chair to sign the Agreement.

Mariposa County Human Services is working in collaboration with two other small counties, Plumas County and San Benito County, through a Small County Collaborative for the purpose of implementing the Whole Person Care (WPC) Pilot grant. As the fiscal agent for WPC, San Benito County will complete the Inter-Governmental Transfer (IGT) and act as main liaison for the contracting and purchasing of database software.

Under this contract, Mariposa County will transfer to San Benito County as intermediary a total sum not to exceed \$208,633. Once the IGT is complete and matching federal funds are received, San Benito County will transfer the Mariposa County share of \$401,265 back to the County.

## BACKGROUND AND HISTORY OF BOARD ACTIONS:

On February 28, 2017, the Mariposa County Board of Supervisors received a report from the Human Services Department for discussion and direction regarding submission of the Whole Person Care Pilot application.

The Mariposa County Board of Supervisors approved acceptance of the WPC grant by Resolution No. 2017-464 on July 11, 2017.

## ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this contract is not approved, the Department will not be able to implement the Whole Person Pilot grant approved by the Board.

## FINANCIAL IMPACT:

**Funding for the county match will come from Behavioral Health Realignment, Social Services Realignment, Mental Health Services Act funding, and AB 109 funds. Although there is a required match, the majority of this match is coming through a redirection of state dollars that are currently being expended on this target population in less efficient and effective ways. These county funds (\$200,633) will be matched one to one with federal funds, resulting in \$401,265**

## **Resolution - Action Requested**

**available for county services. Funding for the \$8,000 in contractor costs is included in the FY17-18 budget for the new WPC fund 449. There is no impact to the County General Fund.**

### **ATTACHMENTS:**

**WPC - Mariposa and San Benito Contract (PDF)**

**WPC - Mariposa and San Benito Contract - Aug 30 2017 (PDF)**

### **CAO RECOMMENDATION**



## **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

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**Item Number: 22.**

**MEETING DATE: 9/12/2017**

**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 Governing Body Resolution Authorizing the County Administrative Officer and/or the Emergency Services Manager to execute any actions necessary for the purpose of obtaining financial assistance through the California Office of Emergency Services Grants for the FY 2017 Homeland Security Grant Program (HSGP) and the FY 2017 Emergency Management Performance Grant (EMPG), which may include executing applications and filings.

SBC FILE NUMBER: 75.5

RESOLUTION NO: 2017-92

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The Office of Emergency Services (OES) is seeking approval from your Board to apply for FY 2017 California Office of Emergency Services (Cal OES) Homeland Security Grant Program (HSGP), and Emergency Management Performance Grant (EMPG).

The purpose of the Cal OES/FEMA grants, including but not limited to, HSGP and EMPG, is to enhance San Benito County's capabilities and capacities to execute the National Preparedness Mission Areas of emergency management. On behalf of the San Benito County Operational Area, the County Office of Emergency Services is requesting authorization to submit the HSGP and EMPG applications for funding to be determined.

The California Governor's Office of Emergency Services requires applicants to submit a Governing Body Resolution as part of the application package. This resolution updates Resolution No. 2016-54 and allows for making application, filing, and obtaining state and federal assistance and funding under the State Homeland Security Grant Program and Emergency Management Performance Grant Program.

The FY 2017 HSGP Notice of Funding Opportunity can be found at the following websites:  
<http://www.caloes.ca.gov/cal-oes-divisions/grants-management/homeland-security-prop-1b-grant-programs/homeland-security-grants-program>; and

<https://www.fema.gov/media-library/assets/documents/131992>

Although the FY 2017 HSGP State Guidance has not been released, the FY 2016 HSGP Guidance required all applicants to submit a copy of their FY2016 Governing Body Resolution with their application. The Governing Body Resolution appoints Authorized Agents (identified by the individual's name or by a position title) to act on behalf of the governing body and the applicant by executing any actions necessary for each application and subaward. It is anticipated that such requirement will be included in the 2017 HSGP State Guidance. The FY 2016 HSGP State Guidance can be found at the Cal OES website listed above for comparison.

The FY 2017 EMPG Notice of Funding Opportunity can be found at the following websites:  
<http://www.caloes.ca.gov/cal-oes-divisions/grants-management/criminal-justice-emergency-management-victim-services-grant-programs/emergency-management-performance-grant>; and

<https://www.fema.gov/media-library/assets/documents/131989>

The FY 2017 EMPG Application Checklist requires all applicants to submit a copy of their FY 2017 Governing Body Resolution with their application. (See Application Checklist attached hereto.)

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

It is respectfully recommended that the Board of Supervisors:

1. Adopt Governing Body Resolution Authorizing the County Administrative Officer and/or the Emergency Services Manager to execute any actions necessary for the purpose of obtaining financial assistance through the California Office of Emergency Services Grants for the FY 2017 Homeland Security Grant Program (HSGP) and the FY 2017 Emergency Management Performance Grant (EMPG), which may include executing applications and filings.

**ADDITIONAL PERSONNEL:****ATTACHMENTS:**

Description	Upload Date	Type
FY 2017 EMPG Application Checklist (REVISED 8.21.17)	8/30/2017	Backup Material
RESOLUTION - HSGP and EMPG FY17 - approved as to form	8/30/2017	Resolution

## **FY17 Emergency Management Performance Grant Program Application Checklist**

<b>Subrecipient Name:</b>				
<b>Cal OES ID #</b>				
<b>Checklist Items</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
<b>I. Grant Subaward Face Sheet</b>				
1. The Subrecipient is complete (Example: County of Sacramento or Sacramento County).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1a. The nine digit Federal DUNS number for the County is provided and is current, per <a href="https://www.sam.gov">https://www.sam.gov</a> .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. The Implementing Agency information is complete.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2a. The nine digit Federal DUNS number for the Implementing Agency is provided and is current, per <a href="https://www.sam.gov">https://www.sam.gov</a> .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Implementing Agency Address is complete, including all nine digits of the Zip Code.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. The location of the Project is provided.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. The Program Title is provided.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. The Performance Period is exactly the same as on the Supplemental Guide. Dates must include Month, Day, and Year (i.e. 07/01/17 – 06/30/18).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. Indirect Cost Rate is identified.  If claiming Indirect Costs, identify the method from the two options below:  <ul style="list-style-type: none"> <li>• 10% de Minimis</li> <li>• Federally Approved ICR (Indirect Cost Rate) -from the Negotiated Agreement</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8. The correct Grant Year is selected and the Fund Source is EMPG.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8B. The OA's FY17 EMPG allocated funds are identified under "B. Federal" and the funding amounts are exactly the same as identified in the <i>FY17 EMPG Allocations</i> document.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8D - 8E. The Match is identified and in the correct box(s) (cash or in-kind).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



Checklist Items	Yes	No	N/A	Comments
8G. Total Project Cost is the sum of 8B and 8F.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<p>14. Under CA Public Records Act, was a CA Public Records Act Exemption Requested by the Applicant?</p> <p><b>NOTE:</b> If the Applicant believes that their application contains information that is exempt from CA Public Records Act then the Authorized Agent must sign their initials in ink <u>and</u> provide an attached statement that indicates what portions of the application they believe are exempt from CA Public Records Act, as well as the basis for the exemption.</p> <p><b><u>If Applicable:</u></b></p> <ul style="list-style-type: none"> <li>Authorized Agent Initials are on Grant Subaward Face Sheet</li> <li>An attached Statement was provided that indicates the following 2 required items: <ul style="list-style-type: none"> <li>What portions of the Subrecipient's Application they believe are exempt from CA Public Records Act</li> </ul> </li> </ul> <p><b><u>AND</u></b></p> <ul style="list-style-type: none"> <li>The basis for the CA Public Records Act exemption.</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15. Is Section 15 signed, in ink, and dated by the person authorized by the Governing Board to sign and accept the subaward?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15. Name, Title, Telephone, FAX, Email, and Payment Mailing Address including City are provided.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15. In Section 15, the Zip Code +4 is provided.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
16. Federal Employer ID number is provided with all nine digits.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

II. Authorized Body & Contact Information				
For the CFDA #, EMPG 97.042 was the option selected from the dropdown menu.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Information is completed for each Authorized Agent under "Additional Authorized Agent" contact information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Checklist Items	Yes	No	N/A	Comments
“Contact’s Name” section is filled out for those individuals who are going to be everyday subaward contacts and are not Authorized Agents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

III. FFATA Financial Disclosure				
For the CFDA #, EMPG 97.042 was the option selected from the dropdown menu.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the FFATA Financial Disclosure apply to the OA?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
If not, is the box checked stating, “Not Subject to FFATA Financial Disclosure?”	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

IV. Project Description				
For the CFDA #, EMPG 97.042 was the option selected from the dropdown menu.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Project Letter is selected (listed in alphabetic order).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Have they identified the supported National Preparedness Goal (NPG) Mission Area, Core Capabilities, and the Cal OES Strategic Plan Goals? <a href="http://www.calema.ca.gov/GrantsManagementSite/Pages/Emergency-Management-Performance-Grant.aspx">http://www.calema.ca.gov/GrantsManagementSite/Pages/Emergency-Management-Performance-Grant.aspx</a>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Project Description is completed for each Project and gives sufficient details for readily identifying their intended activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Match Description is completed for each Project and gives sufficient details regarding the source of the match funds.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Need for the Project is filled out.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6-month and 12-month Project Milestones are supplied.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

V. Project Ledger				
For the CFDA #, EMPG 97.042 was the option selected from the dropdown menu.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Initial Application is selected for Ledger Type.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Project Letter is selected (listed in alphabetic order).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Checklist Items	Yes	No	N/A	Comments
Direct/Subaward is identified. <ul style="list-style-type: none"> <li>Direct = County-level Project</li> <li>Subaward = City/Town/Special District Project</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Project Name is identified. If it is a pass through project, is the name of the pass through subrecipient included in Project Name.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
‘EMPG’ is selected for the Funding Source.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
‘EMG’ is selected for the Discipline.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution Area is completed with proper category selected.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution Area Sub-Category is completed with proper sub-category selected.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Total Obligated amount is complete (Whole Dollar Amounts).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Match Amount is provided for each line item.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

VI. Planning				
For the CFDA #, EMPG 97.042 was the option selected from the dropdown menu.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Initial Application is selected for Ledger Type.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Project letter is correct (Based on Project Ledger).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Direct/Subaward is identified. <ul style="list-style-type: none"> <li>Direct = County-level Project</li> <li>Subaward = City/Town/Special District Project</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
‘EMPG’ is selected for the Funding Source.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
‘EMG’ is selected for the Discipline.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution Area Sub-Category is completed and matches the Project Ledger.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditure Category is completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Final Product is clearly identified.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Hold Trigger is identified.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Checklist Items	Yes	No	N/A	Comments
Does it include Critical Emergency Supplies (Basic Medical Supplies or Shelf Stable Food Product)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Part of a Procurement over 150K.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sole Source Involved.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Budgeted cost is completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

VII. Organization				
For the CFDA #, EMPG 97.042 was the option selected from the dropdown menu.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Initial Application is selected for Ledger Type.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Project letter is correct (Based on Project Ledger).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Direct/Subaward is identified. <ul style="list-style-type: none"> <li>Direct = County-level Project</li> <li>Subaward = City/Town/Special District Project</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
‘EMPG’ is selected for the Funding Source.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
‘EMG’ is selected for the Discipline.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution Area Sub-Category is completed and matches the Project Ledger.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditure Category is completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Detail is selected.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Budgeted cost is completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

VIII. Equipment				
For the CFDA #, EMPG 97.042 was the option selected from the dropdown menu.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Initial Application is selected for Ledger Type.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Project letter is correct (Based on Project Ledger).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
AEL numbers are correct per allowable categories identified in the <i>Department of Homeland Security FY 2017 EMPG Program Notice of Funding Opportunity</i> .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Checklist Items	Yes	No	N/A	Comments
AEL Title is complete and corresponds to the AEL number.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
If applicable, has SAFECOM compliance occurred?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
‘EMPG’ is selected for the Funding Source.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
‘EMG’ is selected for the Discipline.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution Area Sub-Category is completed and matches the Project Ledger.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Part of a Procurement over 150K.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sole Source Involved.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Hold Trigger is identified.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does it require an EHP approval?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does it include Controlled Equipment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does it include Emergency Food or Water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Budgeted cost is completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

IX. Training				
For the CFDA #, EMPG 97.042 was the option selected from the dropdown menu.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Initial Application is selected for Ledger Type.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Project letter is correct (Based on Project Ledger).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Direct/Subaward is identified. <ul style="list-style-type: none"> <li>Direct = County-level Project</li> <li>Subaward = City/Town/Special District Project</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Course Name is included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
‘EMPG’ is selected for the Funding Source.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
‘EMG’ is selected for the Discipline.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution Area Sub-Category is completed and matches the Project Ledger.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditure Category is completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Checklist Items	Yes	No	N/A	Comments
Does it require an EHP approval?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Hold Trigger is identified.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Part of a Procurement over 150K.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sole Source Involved.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Budgeted cost is completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>X. Exercise</b>				
For the CFDA #, EMPG 97.042 was the option selected from the dropdown menu.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Initial Application is selected for Ledger Type.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Project letter is correct (Based on Project Ledger).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Direct/Subaward is identified. <ul style="list-style-type: none"> <li>Direct = County-level Project</li> <li>Subaward = City/Town/Special District Project</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Exercise Title is included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
‘EMPG’ is selected for the Funding Source.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
‘EMG’ is selected for the Discipline.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution Area Sub-Category is completed and matches the Project Ledger.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditure Category is completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Does it require an EHP approval?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Hold Trigger is identified.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Date of Exercise is provided.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Exercise Activity is completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Identified Host is completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Part of a Procurement over 150K.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sole Source Involved.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Budgeted cost is completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



Checklist Items	Yes	No	N/A	Comments
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<b>XI. M&amp;A</b>				
For the CFDA #, EMPG 97.042 was the option selected from the dropdown menu.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Initial Application is selected for Ledger Type.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Project letter is correct (Based on Project Ledger).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Activity is completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
‘EMPG’ is selected for the Funding Source.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
‘EMG’ is selected for the Discipline.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution Area Sub-Category is completed and matches the Project Ledger.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditure Category is completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Detail is selected.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Budgeted cost is completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>XII. Indirect Cost Ledger</b>				
For the CFDA #, EMPG 97.042 was the option selected from the dropdown menu.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Initial Application is selected for Ledger Type.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Project letter is correct (Based on Project Ledger).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
‘EMPG’ is selected for the Funding Source.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution Area Sub-Category is completed and matches the Project Ledger.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
ICR Base is selected.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Rate is entered.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Budgeted cost is completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>XIII. Consultant / Contractor</b>				
For the CFDA #, EMPG 97.042 was the option selected from the dropdown menu.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Checklist Items	Yes	No	N/A	Comments
Initial Application is selected for Ledger Type.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Project letter is correct (Based on Project Ledger).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Consultant Firm/Consultant Name is completed (if known).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Project & Description of Services is completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Deliverable is completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution Area is completed and matches the Project Ledger.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution Area Sub-Category is completed and matches the Project Ledger.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditure Category is completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

XIV. Personnel				
For the CFDA #, EMPG 97.042 was the option selected from the dropdown menu.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Initial Application is selected for Ledger Type.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Project letter is correct (Based on Project Ledger).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Employee Name (First and Last) is completed for all project activities that involve staff salaries (regular hours, over time, backfill).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Project & Description of Services/Deliverable is completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
‘EMPG’ is selected for the Funding Source.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
‘EMG’ is selected for the Discipline.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution Area is completed and matches the Project Ledger.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution Area Sub-Category is completed and matches the Project Ledger.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

XV. Match				
For the CFDA #, EMPG 97.042 was the option selected from the dropdown menu.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Checklist Items	Yes	No	N/A	Comments
Initial Application is selected for Ledger Type.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Project letter is correct (Based on Project Ledger).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Direct/Subaward is identified. <ul style="list-style-type: none"> <li>Direct = County-level Project</li> <li>Subaward = City/Town/Special District Project</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Project Name is completed and is reflective of the specific activities/costs used to meet the match requirement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
‘EMPG’ is selected for the Funding Source.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
‘EMG’ is selected for the Discipline.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution Area is completed <u>and</u> , the proper Solution Area dropdown has been selected, that aligns and coincides to the specific activities and costs used to meet the required Match.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Solution Area Sub-Category is completed <u>and</u> , the proper Solution Area Sub-Category dropdown has been selected, that aligns and coincides to the specific activities and costs used to meet the required Match.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Type of Match is completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Total Obligated Match is completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

#### **XVI. Authorized Agent**

For the CFDA #, EMPG 97.042 was the option selected from the dropdown menu.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Initial Application is selected for type of request.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Signed and dated by Authorized Agent (in Ink).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Authorized Agent’s title is the same as on the Governing Body Resolution.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

#### **XVII. Indirect Costs – Summary Recap of Costs Claimed (to be completed if claiming Indirect Costs)**

For the CFDA #, EMPG 97.042 was the option selected from the dropdown menu.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Period (Month/Yr through Month/Yr) is completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Checklist Items	Yes	No	N/A	Comments
Indirect Cost Rate for Period is entered.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Indirect Cost Rate (ICR) Base is entered.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
All applicable entry fields are completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

## XVIII. Forms

### Governing Body Resolution

Is the Governing Body Resolution (GBR) included?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Was the Resolution approved/signed by the Board? (Note: Self Certification is not allowable.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Were Authorized Agents listed by <b><u>name</u></b> in the GBR?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Were Authorized Agents listed by <b><u>title/position</u></b> in the GBR?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the Governing Body Resolution a Universal Resolution?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
If it is a Universal Resolution, is the resolution approval date less than three (3) years old, <b><u>and</u></b> are the majority (3 out of 5) of the Board of Supervisors who originally approved the Resolution still currently on the Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

### Meeting Minutes Associated with the Governing Body Resolution

Did the applicant supply, as required, the Meeting Minutes from the specific council meeting in which the GBR was voted on and approved by the relevant council?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
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### Addendum to the Governing Body Resolution

Did the applicant supply a letter, on County letterhead, to identify the pertinent information of each person occupying the title/position authorized in the Resolution?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
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### Subrecipient Grants Management Assessment

Is the Subrecipient Grants Management Assessment form included?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
The nine digit Federal DUNS number for the County is provided and is current, per <a href="https://www.sam.gov">https://www.sam.gov</a>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Checklist Items	Yes	No	N/A	Comments
The Performance Period is exactly the same as on the Supplemental Guide. Dates must include Month, Day, and Year (i.e. 07/01/17 – 06/30/18).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
The OA's FY17 EMPG allocated funds are identified under "Subaward Amount Requested" and the funding amounts are exactly the same as identified in the <i>FY17 EMPG Allocations</i> document.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Was Local Gov. selected for Type of Non-Federal Entity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are all 13 Assessment Factor questions answered?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is it signed and dated with an authorized agent signature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the title and/or name (whichever is applicable) of the authorized agent the same as in the Governing Body Resolution?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

#### **Grant Assurances**

Is the Grant Assurances form included?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is it signed and dated with an authorized agent signature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the title and/or name (whichever is applicable) of the authorized agent the same as in the Governing Body Resolution?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

#### **Excess Funds Statement Form (Optional)**

Is the Form included?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is the applicant information filled out completely?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Has an exact whole dollar amount been identified on the form?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is it signed and dated by an authorized agent?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

#### **Additional Project Using Excess Funds Form (Optional)**

Is the Form included?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Was a Project Name provided?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Have all information fields been filled out completely?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Checklist Items	Yes	No	N/A	Comments
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**Additional Project using Excess Funds Detailed Budget (Optional)**

Is the Form included?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Have all applicable fields been filled out completely?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**I hereby certify this Application Checklist is accurate and complete to the best of my knowledge.**

**Applicant's Authorized Agent**

Printed:	Signature:	Date:
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**Cal OES Emergency Management Grant Program Specialist:**

Printed:	Signature:	Date:
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**Cal OES Emergency Management Grant Unit Chief:**

Printed:	Signature:	Date:
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Governing Body Resolution No. \_\_\_\_\_

**FY 2017 Homeland Security Grant Program**  
**FY 2017 Emergency Management Performance Grant**

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BE IT RESOLVED BY THE Board of Supervisors of the County of San Benito THAT  
(Governing Body) (Name of Applicant)  
County Administrative Officer, OR Emergency Services Manager IS HEREBY  
(Name or title of Authorized Agent) (Name or title of Authorized Agent)

authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and subgranted through the State of California.

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In regular session of the Board of Supervisors of the County of San Benito, adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, on regular roll call of the members of said Board by the following vote:

AYES: Supervisor(s)

NOES: Supervisor(s)

ABSENT OR NOT VOTING:

\_\_\_\_\_  
Jaime De La Cruz,  
Chair, Board of Supervisors

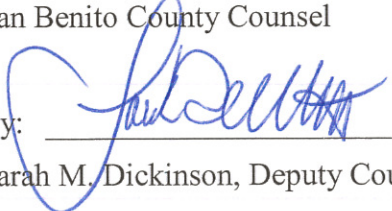
ATTEST:

APPROVED AS TO LEGAL FORM:

Chase Graves, Clerk of the Board

San Benito County Counsel

By: \_\_\_\_\_  
Clerk of the Board

By:  8/30/17  
Sarah M. Dickinson, 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

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**Item Number: 23.**

**MEETING DATE: 9/12/2017**

**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 authorizing the County Administrative Officer and/or the Emergency Services Manager to (1) submit grant applications that are non-binding, i.e., not effective upon award of grant funds, and do not require the authorization of unbudgeted financial resources; and (2) to take further actions as may be necessary to give effect to this resolution, such as executing amendments and certification for funding applications.

SBC FILE NUMBER: 75.5

RESOLUTION NO: 2017-93

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

This resolution also allows OES to apply for grants that may not afford sufficient time for Board of Supervisors to approve authorizing of an application thereby preventing OES from taking advantage of funding opportunities.

For example, the Office of Emergency Service (OES) has been presented an opportunity to

obtain a small grant from PG&E to assist with disaster related recovery and preparedness. As a requirement of the grant, PG&E has requires a resolution from the Board of Supervisors approving and/or authorizing the submission of the grant application.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

It is respectfully recommended that the Board of Supervisors:

1. Adopt Resolution authorizing the County Administrative Officer and/or the Emergency Services Manager to (1) submit grant applications that are non-binding, i.e., not effective upon award of grant funds, and do not require the authorization of unbudgeted financial resources; and (2) to take further actions as may be necessary to give effect to this resolution, such as executing amendments and certification for funding applications.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description	Upload Date	Type
OES Submission of Grant Application Resolution - approved as to form 8-31-17	8/31/2017	Resolution

**BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER AND/OR THE EMERGENCY SERVICES MANAGER TO (1) SUBMIT GRANT APPLICATIONS THAT ARE NON-BINDING, I.E., NOT EFFECTIVE UPON AWARD OF GRANT FUNDS, AND DO NOT REQUIRE THE AUTHORIZATION OF UNBUDGETED FINANCIAL RESOURCES; AND (2) TO TAKE FURTHER ACTIONS AS MAY BE NECESSARY TO GIVE EFFECT TO THIS RESOLUTION, SUCH AS EXECUTING AMENDMENTS AND CERTIFICATION FOR FUNDING APPLICATIONS.

Resolution No.:

WHEREAS, many state and federal grants/grantor agencies require a Resolution approved and signed by the Board of Supervisors authorizing the County of San Benito Office of Emergency Services to submit a grant application; and,

WHEREAS, grant application deadlines frequently do not afford sufficient time for the Board of Supervisors to approve a Resolution authorizing the submittal of an application, thereby preventing the County of San Benito Office of Emergency Services from taking advantage of some funding opportunities; and,

WHEREAS, a process is needed to assure that grantor agency requirements for adopted Board Resolutions allowing grant application submittal do not prevent the County of San Benito from meeting grant application requirements or deadlines thereby preventing the County from applying for grant funding opportunities;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of San Benito, does hereby authorize the County Administrative Officer and/or Emergency Services Manager to (1) submit grant applications for Federal, State, and local sources of funding on behalf of the Board of Supervisors, so long as said grant applications are non-binding, i.e., not effective upon award of grant funds, and do not require any unbudgeted financial contribution from the County of San Benito; and (2) to take further actions as may be necessary to give effect to this resolution, such as executing amendments and certification for funding applications.

PASSED AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the following vote, to- wit:

AYES:

NOES:

ABSENT:

I, Chase Graves, Clerk of the Board of Supervisors of the County of San Benito, State of California, hereby certify that the foregoing is a true copy of a Resolution and Order adopted by the Board of Supervisors on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_,

Dated this \_\_\_\_\_ day of \_\_\_, 20\_\_,

Chase Graves, Clerk of the Board of Supervisors County of San Benito, State of California

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

Clerk of the Board

APPROVED AS TO LEGAL FORM:  
San Benito County Counsel

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

Sarah M. Dickinson, 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

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**Item Number: 24.**

**MEETING DATE: 9/12/2017**

**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: 2017-94

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

At 12:00 P.M. on January 12, 2017, 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:**

**BOARD ACTION RESULTS:**

Approved per staff recommendation. Adopted Resolution No. 2017-85. (5/0 vote)

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution	9/1/2017	Resolution



**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 levee; (4) on or about February 21, 2017, the

County Administrative Officer entered 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 entered into a contract with Graniterock in an amount not to exceed \$50,000 for emergency road repair on Panoche Road; (7) on or about April 7, 2017, the County Administrative Officer let a contract with Graniterock in the amount not to exceed \$200,000 for emergency pothole repair; (8) on or about April 7, 2017, the County Administrative Officer let a contract with Graniterock in the amount not to exceed \$120,000 for emergency road repair for San Juan Canyon Road; and (9) on or about April 14, 2017, the County Administrative Officer let a contract with Granite Construction in the amount not to exceed \$200,000 for emergency temporary road repairs and de-watering of Lovers Lane; 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 12th day of September, 2017 by the Board of Supervisors of the County of San Benito, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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**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: \_\_\_\_\_

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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

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**Item Number: 25.**

**MEETING DATE: 9/12/2017**

**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: 2017-95

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

At 12:00 P.M. on January 12, 2017, 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:  
Adopt Resolution Recognizing the Continuing Proclamation of a Local Emergency in San Benito County.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution	9/1/2017	Resolution



**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 ORDERED** 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 12th day of September, 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

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**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: \_\_\_\_\_

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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

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**Item Number: 26.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: PROBATION DEPARTMENT**

**DEPT HEAD/DIRECTOR: R. Ted Baraan**

**AGENDA ITEM PREPARER: Rita Campbell**

**SBC DEPT FILE NUMBER: 510**

**SUBJECT:**

**PROBATION DEPARTMENT - R. T. BARAAN**

Approve contract between San Benito County Probation Department and Youth Alliance for reentry and aftercare services for our youth for period of July 1, 2017 through June 30, 2018 in the amount of \$70,000.

SBC FILE NUMBER: 510

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

San Benito County's state allotment for FY2017-18 of the Youthful Offender's Block Grant (YOBG) is \$117,000. These grant funds provide local alternatives to state commitment. The Juvenile Justice Development Plan consists of providing an array of reentry and aftercare services for our youth that have been temporarily removed or at-risk of removal from their homes.

The Probation Department is requesting authorization to enter into an agreement with Youth Alliance to provide weekly educational groups for the youth referred by Probation. YOBG funds for this fiscal year, as well as, YOBG carry-over funds from prior year allocations will be used to

offset the contract costs so there will be no cost to the County.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

101.50.1215.1000.619.222

**CURRENT FY COST:**

\$70,000

**STAFF RECOMMENDATION:**

It is recommended that the Board of Supervisors approve and sign the attached contract with Youth Alliance not to exceed \$70,000 for fiscal year 2017-18.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description

Upload Date    Type

Youth Alliance Contract for Aftercare and Reentry Services FY2017-18

9/1/2017

Standard Contract

## C O N T R A C T

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

**1. Duration of Contract.**

This contract shall commence on July 1, 2017, and end on June 30, 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: 1,000,000.

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

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

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

8. Information about 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: R. Ted Baraan

Name: Diane Ortiz

Title: Chief Probation Officer

Title: Executive Director, Youth Alliance

Address: 400 Monterey Street

Address: P.O. Box 1291

Hollister, California 95023

Hollister, CA 95024

Telephone #: (831) 636-4070

Telephone #: 831-636-2853

Fax No.: (831) 636-5682

E-mail: diane@youthall.org

**SIGNATURES**

APPROVED BY COUNTY:

APPROVED BY CONTRACTOR:

Name: Jaime DeLaCruz

Name: Diane Ortiz

Chair, San Benito County Board of Supervisors

Title: Executive Director,

Youth Alliance

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

Tax I.D. or Social Security No.:

# 770377245

Date: 8/31/17

**APPROVED AS TO LEGAL FORM:**

Matthew Granger, San Benito County Counsel

Shirley L. Murphy

By: Shirley L. Murphy, Deputy County Counsel

Date: Sept. 1, 2017



## **ATTACHMENT A**

### **Scope of Services**

Contractor agrees to provide the following services for minors assigned to the Aftercare and Reentry Program.

1. Contractor agrees to provide pre-release contact with a minimum of ten (10) youth and families, intensive case management and ongoing monthly Multi-Disciplinary Team (MDT) meetings with weekly staff meetings and CFT's as needed; utilizing a family and team/wrap approach for alignment of youth case plan and coordination of services to provide best opportunity for achievement of identified goals.
2. Contractor will work with Probation staff and the minors that are referred by the Probation Department to the Aftercare and Re-entry Program.
3. Contractor will work at a pre-arranged site as approved by the Chief Probation Officer.
4. Contractor, with the approval of the Chief Probation Officer, shall schedule a minimum of 26 educational groups incorporating evidence based curriculum (i.e., Joven Noble, Seeking Safety, Girls Circle) with focus on life skills, trauma-focused CBT, and motivational interviewing practices conducted by a Case Manager, with supervision by a Clinician, and an acknowledgment celebration for those successfully completing the program.
5. The Referring Probation Officer will provide for the Contractor a risk and need assessment tool on referrals specifying their areas of strengths and risks.
6. The Contractor will provide a monthly statistical report along with the invoice on the minors and their parents/guardians served each month to assist in determining outcome measures of the Aftercare and Re-entry Program. This report will be reviewed and approved by the Probation Department monthly.

**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)

☒ No later than 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 \$ 70,000.

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:**

(x) There are no additional terms of compensation.

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

**END OF ATTACHMENT B**

## **ATTACHMENT C**

### **General Terms and Conditions**

#### **C-1. INDEMNIFICATION.**

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

#### **C-2. GENERAL INSURANCE REQUIREMENTS.**

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

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

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

#### **C-3. INSURANCE COVERAGE REQUIREMENTS.**

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

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

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

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

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

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

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

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

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

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

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

#### **C-8. INDEPENDENT CONTRACTOR.**

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

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

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

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

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

#### **C-11. NONDISCRIMINATION.**

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

#### **C-12. BANKRUPTCY.**

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

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

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

#### **C-14. NEGOTIATED CONTRACT.**

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

#### **C-15. SEVERABILITY.**

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

#### **C-16. ENTIRE CONTRACT.**

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

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

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

#### **C-18. TERMINATION.**

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

#### **C-19. NOTICES.**

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C-29. COUNTERPARTS.**

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

**END OF ATTACHMENT C.**

**ATTACHMENT E  
SAN BENITO COUNTY  
BUSINESS ASSOCIATE ADDENDUM**

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

- (k) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.
- (m) A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.
  - (1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.
  - (2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.
- (n) The Parties agree to take action to amend this Agreement from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.



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

Mark Medina  
District No. 1

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

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**Item Number: 27.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: PROBATION DEPARTMENT**

**DEPT HEAD/DIRECTOR: R. Ted Baraan**

**AGENDA ITEM PREPARER: Rita Campbell**

**SBC DEPT FILE NUMBER: 510**

**SUBJECT:**

**PROBATION DEPARTMENT - R. T. BARAAN**

Approve Contract between San Benito County Probation Department and Youth Alliance for the Parenting and Family Counseling Project for period July 1, 2017 to June 30, 2018 in the amount of \$50,000.

SBC FILE NUMBER: 510

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The Parenting and Family Counseling Project involves current or formerly justice system parents, children and families. Youth Alliance provides them with parent education workshops, support groups, and family meetings to support successful community and family reintegration.

The Probation Department is requesting authorization to enter into an agreement with Youth Alliance to provide weekly workgroups for this population. The Community Corrections Partnership (CCP) has budgeted for this Project in their annual budget. AB109 funds will be used to offset the contract costs, so there will be no cost to the County.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

101.50.1215.1000.619.222

**CURRENT FY COST:**

\$50,000

**STAFF RECOMMENDATION:**

It is recommended that the Board of Supervisors approve and sign the attached contract with Youth Alliance not to exceed \$50,000 for fiscal year 2017-18.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
Youth Alliance Contract for Parenting and Family Counseling Services FY2017-18	9/1/2017	Standard Contract



## **CONTRACT**

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

**1. Duration of Contract.**

This contract shall commence on July 1, 2017, and end on June 30, 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: \$1,000,000.

**6. Termination.**

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

**7. Specific Terms and Conditions (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.
- ☒ [X] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

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: R. Ted Baraan

Name: Diane Ortiz

Title: Chief Probation Officer

Title: Executive Director, Youth Alliance

Address: 400 Monterey Street

Address: P.O. Box 1291

Hollister, California 95023

Hollister, CA 95024

Telephone #: (831) 636-4070

Telephone #: 831-636-2853

Fax No.: (831) 636-5682

E-mail: diane@youthall.org

**SIGNATURES**

APPROVED BY COUNTY:

APPROVED BY CONTRACTOR:

Name: Jaime DeLaCruz

Name: Diane Ortiz

Chair, San Benito County Board of Supervisors

Title: Executive Director,

Youth Alliance

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

Tax I.D. or Social Security No.:

# 770377245

Date: 8/31/17

**APPROVED AS TO LEGAL FORM:**

Matthew Granger, San Benito County Counsel

Shirley L. Murphy  
By: Shirley L. Murphy, Deputy County Counsel  
Date: Sept. 1, 2017

## **ATTACHMENT A**

### **Scope of Services**

Contractor agrees to provide the following services for minors assigned to the Parenting and Family Counseling Project:

1. Contractor agrees to work with up to twenty (20) current or formerly justice system involved parents, child/ren and families to provide parent education workshops, support groups, and family meetings to support successful community and family reintegration for ten (10) consecutive weeks;
2. Contractor agrees to provide facilitation in English or Spanish of educational programming for parents, families, or youth with higher needs using Parent Project evidence based curriculum;
3. Contractor agrees to ongoing weekly support groups using a WRAP model (Wellness Recovery Action Plan) to provide guided support to address individual plan goals such as housing, employment, children, recovery, etc.
4. Contractor agrees to provide Family Nights or other opportunities to acknowledge personal and family achievements and practice skills;
5. Contractor agrees to be available as needed for individual coaching to support WRAP goals;
6. Contractor agrees to refer parents and families to needed resources as appropriate;
7. Contractor agrees to support a countywide intake and referral system for referred parents/guardians;
8. Contractor agrees to coordinate workshop and meeting schedules with Probation;
9. Contractor agrees to ensure data collection/data entry for programming is completed for all sessions and coordinate data with evaluators and system partners;
10. Contractor agrees to follow up with participants for consistent engagement and attendance, ensuring completed admission and consent paperwork;
11. Contractor agrees to facilitate collaboration between systems partners including Probation and the Courts to support greater service coordination and communication to advance opportunities for client success;
12. Contractor will work at a pre-arranged site as approved by the Chief Probation Officer.
13. Contractor will provide a monthly statistical report along with the invoice on the parents and families served each month to assist in determining outcome measures of the Parent and Family Counseling Project. This report will be reviewed and approved by the Probation Department monthly.

**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)

- ☒ No later than one month in arrears.
- ☐ Upon the complete performance of the services specified in Attachment A.
- ☐ The basis specified in paragraph B-4.

#### **B-2. Payment.**

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

#### **B-3. COMPENSATION.**

COUNTY shall pay to CONTRACTOR: (check one)

- ☐ a total lump sum payment of \$ \_\_\_\_\_, or
- ☒ a total sum not to exceed \$ 50,000.

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

#### **B-4. SPECIAL COMPENSATION TERMS:**

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

**END OF ATTACHMENT B**

## ATTACHMENT C

### General Terms and Conditions

#### C-1. INDEMNIFICATION.

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

#### C-2. GENERAL INSURANCE REQUIREMENTS.

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

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

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

#### C-3. INSURANCE COVERAGE REQUIREMENTS.

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

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

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

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

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

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

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

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

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



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

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

#### **C-8. INDEPENDENT CONTRACTOR.**

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

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

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

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

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

#### **C-11. NONDISCRIMINATION.**

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

#### **C-12. BANKRUPTCY.**

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

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

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

### **C-14. NEGOTIATED CONTRACT.**

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

### **C-15. SEVERABILITY.**

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

### **C-16. ENTIRE CONTRACT.**

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

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

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

### **C-18. TERMINATION.**

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

### **C-19. NOTICES.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C-29. COUNTERPARTS.**

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

**END OF ATTACHMENT C.**

**ATTACHMENT E**  
**SAN BENITO COUNTY**  
**BUSINESS ASSOCIATE ADDENDUM**

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

- (k) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.
- (m) A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.
  - (1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.
  - (2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.
- (n) The Parties agree to take action to amend this Agreement from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.



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

Mark Medina  
District No. 1

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

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**Item Number: 28.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: RESOURCE MANAGEMENT AGENCY**

**DEPT HEAD/DIRECTOR: John Guertin**

**AGENDA ITEM PREPARER: Adam Goldstone**

**SBC DEPT FILE NUMBER: 120.5**

**SUBJECT:**

**RESOURCE MANAGEMENT AGENCY - J. GUERTIN**

Approve the acquisition of an Owner Controlled Insurance Program (OCIP) for the Jail Expansion Project in the amount of \$442,821.

SBC FILE NUMBER: 120.5

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

In order to reduce costs for the Jail Expansion Project and provide improved insurance protection to the County, staff researched the use of an Owner Controlled Insurance Program (OCIP). This program allows the County to provide the various types of insurance needed for a construction project at less cost than if provided by the general contractor. For the Jail Expansion Project, this program is expected to provide enhanced coverage at a lower cost. However, because the cost of providing the OCIP was not known until recently, it was not included in the project budget during the recent budget hearings. Since then, it has been determined that the cost of providing the OCIP is \$442,821. In order to procure the OCIP at this time, staff recommends using some of the project's contingency budget to cover the cost.



**BUDGETED:**

No

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

Approve the acquisition of an Owner Controlled Insurance Program (OCIP) for the Jail Expansion Project in the amount of \$412,099 and authorize the use of the project's contingency to cover the cost.

**ADDITIONAL PERSONNEL:** No**ATTACHMENTS:****Description**

insurance policy

**Upload Date    Type**

8/16/2017

Backup Material

**CSAC EXCESS INSURANCE AUTHORITY (EIA)  
MR OCIP TOWER II PROPOSAL**

<b>NAMED INSURED</b>	CSAC EIA County of San Benito
<b>ADDITIONAL NAMED INSUREDS</b>	All enrolled Contractors
<b>PROJECT NAME / DURATION</b>	Jail Project / 18 Months
<b>CONSTRUCTION VALUE</b>	\$20,008,638
<b>MAILING ADDRESS</b>	481 Fourth Street, Hollister, CA 95023

**BROKER**

**ALLIANT INSURANCE SERVICES, INC.**

Cory Doucette, First Vice President  
Mike Davidson, Assistant Vice President  
Kevin Bibler, Senior Vice President  
Thomas Bryson, Senior Vice President

**MR OCIP COVERAGE SUMMARY**

<b>LINE OF COVERAGE</b>	<b>LIMITS</b>
Workers' Compensation	Statutory Limits \$1,000,000 Employers Liability Limit, Each Accident \$1,000,000 Disease – Each Employee \$1,000,000 Disease – Policy Limit
Commercial General Liability	\$8,000,000 General Aggregate \$4,000,000 Products & Completed Operations Aggregate \$2,000,000 Personal & Advertising Injury \$2,000,000 Each Occurrence \$50,000 Fire Damage (Any One Fire) \$10,000 Medical Expense (Any One Person)
Excess General Liability	\$100,000,000 Each Occurrence \$100,000,000 Products – Completed Operations \$100,000,000 General Aggregate
Pollution Liability	\$10,000,000 Each Occurrence \$20,000,000 Aggregate \$250,000 Catastrophic Management Coverage Program Aggregate \$50,000 Catastrophic Management – Any One Project Aggregate \$1,000,000 Defense Dedicated Limit Program Aggregate \$250,000 Defense Dedicated Limit Any One Project Aggregate

**CSAC EXCESS INSURANCE AUTHORITY (EIA)  
MR OCIP TOWER II PROPOSAL**

<b>COVERAGE PROVIDED</b>	Workers' Compensation Coverage
<b>COMPANIES AFFORDING COVERAGE</b>	Old Republic Insurance Company
<b>A.M. BEST RATING</b>	A, XI (Admitted)
<b>LIMITS</b>	Statutory Workers' Compensation Limit \$1,000,000 Employers Liability Limit, Each Accident \$1,000,000 Disease – Each Employee \$1,000,000 Disease – Policy Limit
<b>ENDORSEMENTS &amp; EXCLUSIONS</b> (Including but not limited to)	<ul style="list-style-type: none"> <li>• Cancellation Provision – 60 (Sixty) days written notice. Except 10 days written notice as respect nonpayment of premium</li> <li>• Additional Definitions Endorsement</li> <li>• Designated Work Place Endorsement</li> <li>• Assignment Consent Endorsement</li> <li>• Waiver of Subrogation</li> <li>• Alternate Employer Endorsement</li> <li>• Voluntary Compensation:</li> <li>• Group of Employees - All employees and officers not subject to the Workers' Compensation Act</li> <li>• State of Operations - Any state shown in item 3A or 3C of the Information page.</li> <li>• Benefits - State of Hire.</li> <li>• Employers Liability Coverage Endorsement (if any basis)</li> <li>• Terrorism Risk Insurance Program</li> <li>• Composite Rating Plan Premium Endorsement WC</li> <li>• Program Agreement</li> <li>• Schedule A Program Agreement</li> <li>• Schedule B Program Agreement</li> <li>• Old Republic General Insurance Corporation Workers Compensation and Employer Liability \$250,000 Loss Reimbursement Plan Endorsement with Optional Aggregate</li> <li>• Longshore and Harbor Workers Compensation Act Coverage Endorsement, on an "if any" basis</li> <li>• FELA, on an "if any" basis</li> <li>• Maritime Coverage Endorsement, on an "if any" basis</li> </ul>

**CSAC EXCESS INSURANCE AUTHORITY (EIA)  
MR OCIP TOWER II PROPOSAL**

<b>COVERAGE PROVIDED</b>	Commercial General Liability
<b>COMPANIES AFFORDING COVERAGE</b>	Old Republic Insurance Company
<b>A.M. BEST RATING</b>	A, XI (Admitted)
<b>COVERAGE FORM</b>	Occurrence Form – Defense Outside Policy Limits Project Specific Policy Owner Controlled Insurance Program
<b>LIMITS</b>	\$8,000,000 General Aggregate \$4,000,000 Products & Completed Operations Aggregate \$2,000,000 Personal & Advertising Injury \$2,000,000 Each Occurrence \$ 50,000 Fire Damage (Any one fire) \$ 10,000 Medical Expenses (Any one person)
<b>ENDORSEMENTS &amp; EXCLUSIONS</b> <b>(Including but not limited to)</b>	<ul style="list-style-type: none"> <li>• Named Insured Endorsement</li> <li>• Additional Definitions Endorsement</li> <li>• Cancellation Provision – Cancellation Provision – 60 days for non-compliance with safety/loss recommendations. Except 10 days written notice as respect nonpayment of premium.</li> <li>• Assignment Consent Endorsement.</li> <li>• Insurance Company Waiver Endorsement</li> <li>• Knowledge and Notice of Occurrence</li> <li>• Undisclosed Exposures Endorsement</li> <li>• Additional Insured – Owners, Lessee or Contractors Form B (CG 2010 04/13) where required by “Insured Contract” or as evidenced by certificate of insurance on file with the company.</li> <li>• Additional Insured – Owners, Lessees, or Contractors – Completed Operations (CG20 37 04/13)</li> <li>• Products/Completed Operations - 10 years or Statute of Repose, whichever is shorter</li> <li>• Products/Completed Operations Amendment of Limits</li> <li>• Limitation of Coverage to Designated Premises or Project</li> <li>• Waiver of Transfer of Rights of Recovery against Others where required by an “Insured Contract” and as evidenced by Certificate of Insurance on file with the Company</li> <li>• Composite Rate Endorsement</li> <li>• Deductible Endorsement</li> <li>• Amendment of Contractual Exclusion – Railroads &amp; Municipalities</li> <li>• Amendment of Bodily Injury Definition</li> <li>• Extended Expected and Intended to Property Damage</li> <li>• Amendment of Personal Injury Coverage</li> <li>• Fellow Employee Wrap Up Exclusion Deleted – Supervisory Personnel</li> <li>• Incidental Medical Malpractice</li> </ul>
<b>ENDORSEMENTS &amp; EXCLUSIONS</b> <b>CONTINUED</b>	

## CSAC EXCESS INSURANCE AUTHORITY (EIA) MR OCIP TOWER II PROPOSAL

	<ul style="list-style-type: none"> <li>• Additional Insured-State or political Subdivisions-permits</li> <li>• Additional Insured-Lessor of leased equipment</li> <li>• Electronic Data- \$500,000 Sub Limit</li> <li>• Non owned watercraft</li> <li>• Warranty Work Extension Endorsement (operations only) – 24 months</li> <li>• Maximum Deductible Per Occurrence</li> <li>• Amendment of Exclusion to "Your Work"</li> <li>• Nuclear Energy Liability Exclusion</li> <li>• Total Asbestos Exclusion</li> <li>• Employment Related Practices Exclusion</li> <li>• Total Lead Exclusion</li> <li>• Contractors – Professional Liability</li> <li>• Amendment of Insurance Agreement Prior Damage or Injury</li> <li>• Fungus Exclusion</li> <li>• Damage to Property Modified</li> <li>• Abuse or Molestation Exclusion</li> <li>• Silica Exclusion</li> <li>• EIFS Exclusion</li> <li>• Anti-Stacking</li> <li>• Unmanned Aircraft Exclusion</li> <li>• Total Pollution Exclusion with building heating, cooling and dehumidifying equipment exception and hostile fire exception</li> </ul>
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**CSAC EXCESS INSURANCE AUTHORITY (EIA)  
MR OCIP TOWER II PROPOSAL**

<b>COVERAGE PROVIDED</b>	Excess General Liability - \$100,000,000 Program
<b>COMPANIES AFFORDING COVERAGE</b>	Allied World Assurance Company ACE Property & Casualty Insurance Company Great American Assurance Company American Fire & Casualty Company
<b>A.M. BEST RATING</b>	A, XV (Admitted) A++, XV (Admitted) A+, XIV (Admitted) A, XV (Admitted)
<b>COVERAGE FORM</b>	Occurrence Form – Defense Outside Policy Limits Project Specific Policy Owner Controlled Insurance Program
<b>LIMITS</b>	\$100,000,000 Each Occurrence \$100,000,000 Products & Completed Operations \$100,000,000 General Aggregate
<b>UNDERLYING COVERAGES &amp; LIMITS</b>	General Liability Workers' Compensation – Employers Liability
<b>ENDORSEMENTS &amp; EXCLUSIONS</b> (Including but not limited to)	<ul style="list-style-type: none"> <li>• Designated Projects Endorsement</li> <li>• Contractors Limitation Endorsement</li> <li>• State Amendatory Endorsement</li> <li>• Employment Practices Liability</li> <li>• ERISA</li> <li>• EIFS Exclusion</li> <li>• Nuclear Exclusion</li> <li>• Securities &amp; Financial Interests</li> <li>• Professional Liability Exclusion</li> <li>• Pollution Liability (Except Hostile Fire)</li> <li>• Continuous &amp; Progressive Loss Exclusion</li> <li>• Fungus Exclusion</li> </ul>

**CSAC EXCESS INSURANCE AUTHORITY (EIA)  
MR OCIP TOWER II PROPOSAL**

<b>COVERAGE PROVIDED</b>	Pollution Liability Coverage
<b>COMPANIES AFFORDING COVERAGE</b>	Illinois Union Insurance Company
<b>A.M. BEST RATING</b>	A++, XV (Non-Admitted)
<b>POLICY/COVERAGE TERM</b>	24 Months 120 Months Extended Products Completed Operations
<b>COVERAGE FORM</b>	Occurrence Form Products/Completed Operations Extension – 10 Years
<b>LIMITS</b>	\$10,000,000 Per Occurrence \$20,000,000 Aggregate \$ 250,000 Catastrophic Management Coverage Program Aggregate \$ 50,000 Catastrophic Management -Any One Project Aggregate \$ 1,000,000 Defense Dedicated Limit Program Aggregate \$ 250,000 Defense Dedicated Limit Any One Project Aggregate
<b>SELF-INSURED RETENTION</b>	\$ 100,000 Per Claim Including Expense
<b>RATE</b>	\$0.08 per \$100 of Construction Value
<b>ENDORSEMENTS &amp; EXCLUSIONS (Including but not limited to)</b>	<ul style="list-style-type: none"> <li>• 25% Minimum Earned Premium</li> <li>• 100% Annual Minimum &amp; Deposit Premium</li> <li>• Defense Included within the limit following exhaustion of defense dedicated limit aggregate</li> <li>• Microbial Matter Coverage (Mold)</li> </ul>



**CSAC EXCESS INSURANCE AUTHORITY (EIA)  
MR OCIP TOWER II PROPOSAL**

**PROGRAM DEDUCTIBLE STRUCTURE**

<b>POLICY/COVERAGE TERMS</b>	24 Months 120 Months Products Completed Operations
<b>COVERAGE FORM</b>	Workers' Compensation and General Liability
<b>DEDUCTIBLES:</b> <b>Workers' Compensation</b> <b>General Liability</b> <b>Clash Deductible</b>	\$ 250,000 Including Expense \$ 250,000 Including Expense \$ 350,000 Including Expense
<b>CLAIMS HANDLING CHARGES</b>	1.07 Loss Conversion Factor (included in Aggregate Rate)
<b>RATING BASIS</b>	Construction Value (\$20,008,683)
<b>PRIMARY PROGRAM RATES</b>	\$13.44 Per \$1,000 of Construction Value (includes Loss Agg)

**PREMIUM SUMMARY INFORMATION**

<b>COVERAGE</b>	<b>CARRIER/DESCRIPTION</b>	<b>PREMIUM</b>
<b>General Liability/Workers' Compensation Primary Layer</b>	Old Republic Insurance Company	\$149,865 Premium \$ 22,000 Taxes/Fees
<b>Loss Aggregate Funding*</b>	GL & WC Aggregate Deductible	\$119,143
<b>Excess Liability</b>	Allied World Assurance Company ACE Property & Casualty Ins. Co Great American Assurance Company American Fire & Casualty Company	\$58,551
<b>Pollution Liability</b>	Illinois Union Insurance Company	\$16,007 \$512.22 Taxes/Fees
<b>Administration</b>	EIA and Alliant Administration Fees	\$46,020
<b>Total</b>		\$412,099

\* Maximum Potential Additional Loss Aggregate Expense = \$30,722

## CSAC EXCESS INSURANCE AUTHORITY (EIA) MR OCIP TOWER II PROPOSAL

**This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.**

**Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.**

**This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.**

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at [www.alliant.com](http://www.alliant.com). For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at [www.ambest.com](http://www.ambest.com). For additional information regarding insurer financial strength ratings visit Standard and Poor's website at [www.standardandpoors.com](http://www.standardandpoors.com).

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that State.



## **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

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**Item Number: 29.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: RESOURCE MANAGEMENT AGENCY**

**DEPT HEAD/DIRECTOR: J. Walgren/L. Perlin**

**AGENDA ITEM PREPARER: Barbara Thompson**

**SBC DEPT FILE NUMBER: 105**

**SUBJECT:**

**RESOURCE MANAGEMENT AGENCY - J. GUERTIN**

Approve Amendment No 1 to the Interagency Cooperation Agreement with the San Benito High School District and City of Hollister for the Regional Park Project to address increased costs of the access road to be constructed by the County, and authorize the Chair to sign subject to the approval of Amendment No. 1, by the High School District and the City of Hollister, or provide other direction to staff.

SBC FILE NUMBER: 105

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

In or around November 2016, the Board approved an agreement with the San Benito High School District and the City of Hollister to further the County proceeding with developing the proposed Regional Park.

The agreement stipulated that the County will lease an identified portion of High School property

for use as a County Park. The agreement provided that the long-term lease will be for a term of 99 years, but the parties could later develop into a fee title transfer, upon the occurrence of certain events.

Under the original agreement, the County is responsible for constructing an access road, as well as park improvements and a parking lot. The parties have met and conferred regarding the costs of the access road, which are expected to exceed the costs previously estimated for the project. The proposed amendment is presented for the Board's consideration, which will remove the County's obligation to construct a parking lot and commit the County's monetary obligation to construct the access road to the sum of \$1,000,000.00, the San Benito High School District to commit to a contribution of \$497,000.00. If the cost of constructing the road exceeds the combine contributions of San Benito County and the San Benito High School District, then the agreement requires approval from the County for additional contribution to the project. If the County agrees to fully fund the additional cost, and that cost contribution is more than \$150,000 over the County's \$1,000,000.00 contribution, then the District will construct a parking lot at its own expense to support the regional park, subject to shared use provisions. If the County does not agreed to fully fund the cost, then District may pursue the dispute resolution mechanisms contained in the original agreement (including options of arbitration and/or mediation). If the parties mutually agree not to pursue dispute resolution, then the agreement terminates after the road property is returned to the district in its original condition, and the County will be deemed to have waived its right to a lease or acquisition of the Regional Park Property from the District for any purpose, either directly or indirectly.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Approve Amendment No. 1 to the Interagency Cooperation Agreement with the San Benito High School District and City of Hollister for the Regional Park Project, and authorize the Chair to sign subject to the approval of Amendment No. 1, by the High School District and the City of Hollister, or provide other direction to staff.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
Draft Amendment Proposed by San Benito High School District	8/30/2017	Contract Amendment

Interagency agreement signed

7/10/2017

Contract

**AMENDMENT #1 TO THE**  
**INTERAGENCY COOPERATION**  
**AGREEMENT**  
**(Regional Park Project/Nash Road Closure)**

This Amendment #1 to the Interagency Cooperation Agreement (Regional Park Project/Nash Road Closure) ("Amendment") is entered into by and among **San Benito High School District**, a public school district of the State of California ("District"), **County of San Benito**, a political subdivision of the State of California ("County"), and **City of Hollister**, a municipal corporation of the State of California ("City"). District, County, and City may collectively be referred to as "Parties." This Amendment shall be effective on, and no sooner than, the date of its approval by the third and final Party hereto ("Effective Date").

**RECITALS**

WHEREAS, the Parties entered into the Interagency Cooperation Agreement (Regional Park Project/Nash Road Closure) ("Agreement") effective as of November 21, 2016; and

**WHEREAS, cost considerations have necessitated the Parties now amend the Agreement as described herein, principally to remove the creation of the Parking Lot from the plans and to establish cost and contribution parameters for the County's construction of the Access Road.** NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Agreement**

A. Amendments to Agreement. The Parties agree to amend the Agreement as follows:

1. Sections 2.4 and 6 are hereby stricken from the Agreement in their entirety.
2. The following sections are modified and replaced as follows, with underline showing added language, and strikeout showing deleted language from each section:

"E. The Regional Park will be developed in a more urban environment along the River Parkway, near the southern limits of the City of Hollister. The Regional Park is conceptually depicted on EXHIBIT B, pursuant to the Master Plans. County's development of the Regional Park, ~~including a corresponding parking lot ("Parking Lot")~~, will require at least a long-term lease of portions of the Unimproved District Property ("Park Property"), as well as other land owned by the County, adjacent to the Unimproved District Property, all as conceptually depicted on EXHIBIT B. Further, the development of the Regional Park will include a new primary entry access that would extend from Nash Road, west of the High School Campus and connect to San Benito Street ("Access Road"), as depicted on EXHIBIT B."

"F. The Parties have discussed options to assist each other in addressing community needs through coordinated inter-agency action that would result in addressing High School safety issues as well as development of the

Regional Park and its associated components, all to the long-term benefit of the region, to be achieved with ~~four~~three separate, but related components: (1) development of the Access Road; (2) implementation of the Nash Road Closure; and (3) development of the Regional Park; ~~and (4) development of the Parking Lot.~~"

"2. SUMMARY OF ACTIONS.

This Agreement covers a multi-faceted and interconnected set of actions by and among the Parties with respect to the ~~four~~three components to address the safety issues at the High School Campus and development of the Regional Park and its associated facilities, to memorialize the Parties' short-term and long-term goals and intentions."

"Section 5.3.4 The Parties shall cooperate to develop a shared use agreement for use of sports fields and other facilities at the Regional Park by District ("Shared Use Agreement"), ~~as well as the Parking Lot (see Section 6 hereof).~~ Within sixty (60) days of the first Notice to Proceed for the County's construction of the Regional Park, the Parties shall meet to commence discussions for developing a Shared Use Agreement. The Parties agree that this Shared Use Agreement will enable the District and its students to have access (on such basis as may be set forth in the Shared Use Agreement) to sports fields or other amenities for sports practice, special events and other school-related activities, and that District shall reimburse County for a portion of its maintenance costs for such facilities. The parties are not limited in their discretion to negotiate the terms of this Shared Use Agreement."

"Section 5.4.3 District's agreement to transfer fee title to the Park Property ~~(which excludes the Parking Lot)~~ for Regional Park purposes to County, shall be in exchange for the permanent vacation of the Nash Road Closure Area by both City and County as a public right of way, and a quitclaim of any pre-existing fee or easement interest in the Nash Road Closure Area by the City and County to the District. The Parties agree that determining the value of the properties and property interests to be exchanged is difficult, if not impossible, to ascertain, due to the unique value of the Nash Road Closure to the District and the High School Campus, and due to the long term value to the local community, including City residents and the District, of the development of the Regional Park and the Access Road. Therefore, the Parties agree that in the event of a property exchange in accordance with this Agreement, no Party will owe any other Party any additional compensation."

"2.1 Access Road.

Subject to the provisions of 3.3.9, the County shall develop, construct, operate, and maintain the Access Road on a portion of the Unimproved District Property, which will extend for approximately 0.6 miles from Nash Road to San Benito Road, for the purpose of creating an access route to and primary entry into the Regional Park. The District shall grant an easement to County for these purposes. Details for District's grant of easement to County, and County's development and operation of the Access Road are provided at Section 3."

"3. ACCESS ROAD.



### 3.1 Location and Design.

3.1.1 County's engineer shall generate a legal description for the Access Road, which shall be approved by the County and District governing boards, which approval shall not be unreasonably denied. The Access Road is conceptually depicted on the Site Diagram at EXHIBIT D.

3.1.2 County shall be solely responsible for the engineering and design of the Access Road, ~~and the costs thereof,~~ in accordance with the parameters depicted in the Site Diagram. The Access Road will be built to County standards, ~~with a safe pedestrian corridor,~~ as requested by the City and District, in addition to other stipulations set forth below. In addition, a safe pedestrian corridor will be included or added should the County Contribution and the District Contribution (as defined in Section 3.3.9, below) together be sufficient to cover its cost.

3.1.3 County will coordinate with the Sunnyslope County Water District to establish location parameters for the pipeline anticipated to be located beneath the Access Road.

### 3.2 Timing and Process for Grant of Easement.

3.2.1 Section 17556 of the Education Code authorizes the governing board of the District ("District Board") to dedicate or convey to the state, or any political subdivision or municipal corporation thereof, for public street or highway purposes, either with or without consideration and without a vote of the electors of the district first being taken, any real property belonging to the District, either in fee or any lesser estate or interest therein. Accordingly, the District shall grant an easement to the County for public street purposes, at no or nominal cost, following the process set forth in Education Code sections 17557 – 17560.

3.2.2 The process for District's grant of easement shall commence as of the Effective Date, upon the following conditions:

3.2.2.1 County shall be solely responsible for creating a new legal description for the Access Road, Regional Park, and remaining District Property, all subject to District approval and consent, which shall not be unreasonably withheld.

3.2.2.2 District's grant of easement to County shall allow for County to permit public utility companies and agencies to access the Access Road, and adjacent District Property, for purposes of laying, constructing, reconstructing, maintaining, and operating water, sewer, gas, or storm drain pipes or ditches, electric or phone lines, cable lines, and other utilities.

### 3.3 Stipulations.

3.3.1 County is solely responsible for designing and planning the Access Road, ~~including all costs and fees associated with such preliminary services.~~

3.3.2 County is solely responsible for the development and construction, operations, upkeep, and maintenance of the Access Road, ~~including all costs and fees associated therewith.~~ After construction, County is solely responsible for the operations, upkeep, and maintenance of the Access Road, including all costs and fees associated therewith. County shall comply with the District's Construction Provisions, attached to this Agreement as EXHIBIT C, for any construction work related to the Access Road, including compliance with the insurance and indemnification requirements.

3.3.3 County shall commence the planning, design and construction process for the Access Road upon the Effective Date, and shall use reasonable efforts to complete the Access Road by ~~July~~August 1, 2018.

3.3.4 County shall be solely responsible for the ~~costs~~, permits, and governmental approvals to develop, construct, and operate the Access Road, but District, as the landowner, agrees to assist County in obtaining any permits and approvals, to the extent necessary and applicable.

3.3.5 County shall accept its easement interest in the Access Road on an "as-is" basis with no warranties provided by the District. District provides no warranties with respect to the portion of the Unimproved District Property comprising the Access Road. County is solely responsible for determining that the portion of the Unimproved District Property it will use to construct the Access Road complies with all federal, state and local environmental requirements applicable for use of the land as a public access road.

3.3.6 County agrees that it will act as the lead agency for purposes of complying with the provisions of the California Environmental Quality Act, Public Resources Code section 21000 et seq. ("CEQA"). County shall be solely responsible for compliance with CEQA, including all costs and fees.

3.3.7 The improvements for the Access Road shall meet or exceed County standards to allow for the safe passage of the public, including implementation of traffic control and/or intersection control devices at or adjacent to the High School Campus.

3.3.8 The Parties agree that the Access Road shall consist of at least the following:

3.3.8.1 Two (2) travel lanes (one each way);

3.3.8.2 ~~Class II~~ Bike/pedestrian path ~~lanes if the County Contribution and the District Contribution is sufficient to cover its cost; and~~

3.3.8.3 Pedestrian walkway-Stop signs at intersections.

3.3.9 The County and District agree that the costs for the Access Road as described in this section shall be shared as follows:

3.3.9.1 The County commits to an initial contribution of up to \$1,000,000.00 ("County Initial Contribution"), and the District commits to a total contribution up to \$497,000.00 ("District Contribution").

3.3.9.2 District shall make the District Contribution after bids have been received by the County and only after the County Board of Supervisors has approved fully funding the difference between the total project cost ("Total Project Cost") and the County Initial Contribution, if any. Once that approval has occurred, if applicable, and after the County has expended \$750,000 of the County Initial Contribution, the District Contribution shall be made and the provisions of Section 3.3.9.4 shall become effective. Further, and notwithstanding anything to the contrary herein, the construction of the Nash Road Improvements will begin no sooner than County's approval of the Total Project Cost.

3.3.9.3 After the District Contribution is made as per 3.3.9.2, County will cover all remaining costs of the Access Road up to the Total Project Cost.

3.3.9.4 In the event that the Total Project Cost exceeds the County Initial Contribution and the District Contribution by at least \$150,000, and the County agrees to fund the Total Project Cost as described in 3.3.9.2, then in addition to all other agreements contained herein, District shall fund and construct a parking lot on District property to be located in the proximity of the Access Road and Regional Park, which will be made available to County for public parking in support of the Regional Park when not in use by the District. District shall determine the exact location, timing and scope of the parking lot and the terms of the shared use thereof.

3.3.9.5 In the event that the County Board of Supervisors declines to approve the Total Project Cost after bids are received, the Parties may avail themselves of the dispute resolution processes outlined in Section 7.0 hereof. If the Parties jointly decide not to engage in such dispute resolution, then the Agreement shall terminate after the County has returned the Access Road to its original condition. As a further consequence thereafter, the County will be deemed to have permanently waived its right to lease or acquire the Regional Park Property from the District for any purpose, either directly or indirectly.

3.4 Indemnification.

With respect to the grant of easement of the Access Road from District to County, to the extent permitted by law, County shall indemnify, defend, and hold the District, its trustees, officials, officers, employees, agents, representatives, consultants, volunteers, and invitees harmless from and against all liability, loss, claims, demands, actions, suits, legal or administrative proceedings, penalties, fines, damages, judgments, expenses (including reasonable attorneys' fees and costs of litigation), and costs

(collectively, "Claims") arising out of or in any way directly or indirectly connected with: (i) County's access to and use of the District Property and Access Road pursuant to or in connection with this Agreement; (ii) County's maintenance and repair of the Access Road pursuant to this Agreement; or (iii) County's discretion, decision, and authority to permit public utility companies and agencies to enter on the Access Road for the purpose of laying, constructing, reconstructing, maintaining, or operating their respective public utility services, except Claims arising as a result of the negligence or willful misconduct of the District. District shall have the right to accept or reject any legal representation that County proposes to defend District."

- B. Other Terms. All other terms and conditions of the Agreement which are not changed by this amendment shall remain the same.

[SIGNATURES AND EXHIBITS ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates indicated below, but to be effective as of the Effective Date.

**APPROVED BY COUNTY:**

\_\_\_\_\_  
Jaime De La Cruz, Chair  
San Benito County Board of Supervisors  
Date: \_\_\_\_\_

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

\_\_\_\_\_  
Erin E.P. Liem, Deputy County Counsel  
Date: \_\_\_\_\_

**ATTEST:**  
Chase Graves, Clerk of the Board

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

**APPROVED BY CITY:**

\_\_\_\_\_  
William Avera, City Manager  
Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**  
L+G, LLP

\_\_\_\_\_  
Paul A. Rovella, City Attorney  
Date: \_\_\_\_\_

**ATTEST:**  
Tom Graves, City Clerk

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

**APPROVED BY DISTRICT:**

\_\_\_\_\_  
Shawn Tennenbaum, Superintendent  
San Benito High School District  
Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**  
Dannis Woliver Kelley

\_\_\_\_\_  
Janet L. Mueller, Attorney for District  
Date: \_\_\_\_\_



**INTERAGENCY COOPERATION**  
**AGREEMENT**  
**(Regional Park Project/Nash Road Closure)**

This Interagency Cooperation Agreement (Regional Park Project/Nash Road Closure) ("Agreement") is entered into by and among **San Benito High School District**, a public school district of the State of California ("District"), **County of San Benito**, a political subdivision of the State of California ("County"), and **City of Hollister**, a municipal corporation of the State of California ("City"). District, County, and City may collectively be referred to as "Parties." This Agreement shall be effective on, and no sooner than, the date of its approval by the third and final Party hereto ("Effective Date").

**RECITALS**

A. District owns seven (7) parcels of land containing approximately 116.3 total acres in the City of Hollister, County of San Benito ("District Property"), upon which it operates the San Benito High School ("High School") located at 1220 Monterey Street. The District Property is depicted on the attached EXHIBIT A.

B. The District Property encompasses both the High School and approximately 47 acres of unimproved open land. The High School campus is approximately 69.3 acres and is bisected by Nash Road between West Street and Monterey Street, with the administrative office, main buildings, and pool located north of Nash Road and classrooms buildings, and an athletic compound located south of Nash Road (collectively, the "High School Campus"). The Parties are concerned about the High School students crossing Nash Road, between West Street and Monterey Street, to attend classes and athletic events on the District's bisected High School Campus, and desire to close Nash Road to vehicular traffic during and after school hours ("Nash Road Closure").

C. The District's unimproved open space located south of the High School Campus contains approximately 47 total acres and borders the San Benito River ("Unimproved District Property"). Maps depicting the High School Campus and Unimproved District Property are reflected in the attached EXHIBIT A.

D. County desires to develop a River Parkway and Regional Park Project ("County Project") which has two components: (1) the River Parkway, to provide multi-use public trails (e.g., hiking, bicycling, equestrian), open space and parks along an approximately 20-mile corridor of the San Benito River and Tres Pinos Creek; and (2) the Regional Park, to provide a diversified regional park to support active and passive recreation, and to conserve and enhance environmental or historical resources and features on approximately 31 acres of land between the proposed River Parkway to the south and San Benito High School to the north, and west of San Benito Street. The County Project will be developed in accordance with the conceptual draft of the San Benito River Parkway Master Plan and the River Parkway Focus Area and Regional Park Master Plan (collectively, the "Master Plans").

E. The Regional Park will be developed in a more urban environment along the River Parkway, near the southern limits of the City of Hollister. The Regional Park is conceptually depicted on EXHIBIT B, pursuant to the Master Plans. County's development of the Regional Park, including a corresponding parking lot ("Parking Lot"), will require at least a long-term lease of portions of the Unimproved District Property ("Park Property"), as well as other land owned by the County, adjacent to the Unimproved District Property; all as conceptually depicted on EXHIBIT B. Further, the development of the Regional Park will



include a new primary entry access that would extend from Nash Road, west of the High School Campus and connect to San Benito Street ("Access Road"), as depicted on EXHIBIT B.

F. The Parties have discussed options to assist each other in addressing community needs through coordinated inter-agency action that would result in addressing High School safety issues as well as development of the Regional Park and its associated components, all to the long-term benefit of the region, to be achieved with four separate, but related components: (1) development of the Access Road; (2) implementation of the Nash Road Closure; (3) development of the Regional Park; and (4) development of the Parking Lot.

G. Education Code section 10905 authorizes the governing bodies of two or more public agencies to cooperate with each other to: (i) promote and preserve the health and general welfare of the people of the state and to cultivate the development of good citizenship by provision for adequate programs of community recreation; and (ii) organize, promote, and conduct programs or community recreation as will contribute to the attainment of general educational and recreational objectives for children and adults of the state. To this end, Section 10905 authorizes the District, County, and City to enter into agreements and do all things necessary or convenient to aid and cooperate in carrying out the aforementioned purposes.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **AGREEMENT**

### **1. TERM.**

The term of this Agreement shall be ninety-nine (99) years commencing on the Effective Date set forth above ("Term"), unless earlier terminated as permitted in accordance with the terms of this Agreement.

### **2. SUMMARY OF ACTIONS.**

This Agreement covers a multi-faceted and interconnected set of actions by and among the Parties with respect to the four components to address the safety issues at the High School Campus and development of the Regional Park and its associated facilities, to memorialize the Parties' short-term and long-term goals and intentions.

#### **2.1 Access Road.**

County shall develop, construct, operate, and maintain the Access Road on a portion of the Unimproved District Property, which will extend for approximately 0.6 miles from Nash Road to San Benito Road, for the purpose of creating an access route to and primary entry into the Regional Park. The District shall grant an easement to County for these purposes. Details for District's grant of easement to County, and County's development and operation of the Access Road are provided at Section 3.

#### **2.2 Nash Road Closure.**

Pursuant to Vehicle Code section 21102, the County and the City shall temporarily close that portion of Nash Road bisecting the High School Campus, to vehicular traffic during

the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, such closure to become effective and implemented only upon the completion of the contingencies identified in Section 4.2 hereof. The Parties intend that the County and the City will subsequently consider permanently relinquishing and vacating their respective rights in Nash Road as a public street and conveying title to the District. Details for development and implementation of the Nash Road Closure, are provided at Section 4.

### 2.3 Regional Park.

The County shall develop, construct, operate, and maintain an approximately 31-acre Regional Park to create open space and promote programs of community recreation for the benefit of the local community, including the High School students. The District shall grant County with a long-term lease of the Park Property for these purposes. The Parties' long-term goals are: (i) to develop a shared-use agreement for each Party's priority of use over certain facilities at the Regional Park during certain times of the year; and (ii) for District and County to conduct an exchange of property, between District's Park Property and County's interest in Nash Road. Details for the long-term lease between District and County, and the County's development and operation of the Regional Park are provided at Section 5. Details for the property exchange between District and County are provided at Section 5.4 hereof.

### 2.4 Parking Lot.

The County shall develop, construct, operate, and maintain a parking lot on a portion of the High School Campus, adjacent to the Regional Park, so the Regional Park visitors, and community members, including District students, parents, and invitees, may park their vehicles ("Parking Lot"). Details for the County's development and operation of the Parking Lot are generally provided at Section 6.

## 3. ACCESS ROAD.

### 3.1 Location and Design.

3.1.1 County's engineer shall generate a legal description for the Access Road, which shall be approved by the County and District governing boards, which approval shall not be unreasonably denied. The Access Road is conceptually depicted on the Site Diagram at EXHIBIT D.

3.1.2 County shall be solely responsible for the engineering and design of the Access Road, and the costs thereof, in accordance with the parameters depicted in the Site Diagram. The Access Road will be built to County standards, with a safe pedestrian corridor, as requested by the City and District, in addition to other stipulations set forth below.

3.1.3 County will coordinate with the Sunnyslope County Water District to establish location parameters for the pipeline anticipated to be located beneath the Access Road.

### 3.2 Timing and Process for Grant of Easement.

3.2.1 Section 17556 of the Education Code authorizes the governing board of the District ("District Board") to dedicate or convey to the state, or any political subdivision or municipal corporation thereof, for public street or highway purposes, either

with or without consideration and without a vote of the electors of the district first being taken, any real property belonging to the District, either in fee or any lesser estate or interest therein. Accordingly, the District shall grant an easement to the County for public street purposes, at no or nominal cost, following the process set forth in Education Code sections 17557 – 17560.

3.2.2 The process for District's grant of easement shall commence as of the Effective Date, upon the following conditions:

3.2.2.1 County shall be solely responsible for creating a new legal description for the Access Road, Regional Park, and remaining District Property, all subject to District approval and consent, which shall not be unreasonably withheld.

3.2.2.2 District's grant of easement to County shall allow for County to permit public utility companies and agencies to access the Access Road, and adjacent District Property, for purposes of laying, constructing, reconstructing, maintaining, and operating water, sewer, gas, or storm drain pipes or ditches, electric or phone lines, cable lines, and other utilities.

### 3.3 Stipulations.

3.3.1 County is solely responsible for designing and planning the Access Road, including all costs and fees associated with such preliminary services.

3.3.2 County is solely responsible for the development, construction, operations, upkeep, and maintenance of the Access Road, including all costs and fees associated therewith. County shall comply with the District's Construction Provisions, attached to this Agreement as EXHIBIT C, for any construction work related to the Access Road, including compliance with the insurance and indemnification requirements.

3.3.3 County shall commence the planning, design and construction process for the Access Road upon the Effective Date, and shall use reasonable efforts to complete the Access Road by July 1, 2018.

3.3.4 County shall be solely responsible for the costs, permits, and governmental approvals to develop, construct, and operate the Access Road, but District, as the landowner, agrees to assist County in obtaining any permits and approvals, to the extent necessary and applicable.

3.3.5 County shall accept its easement interest in the Access Road on an "as-is" basis with no warranties provided by the District. District provides no warranties with respect to the portion of the Unimproved District Property comprising the Access Road. County is solely responsible for determining that the portion of the Unimproved District Property it will use to construct the Access Road complies with all federal, state and local environmental requirements applicable for use of the land as a public access road.

3.3.6 County agrees that it will act as the lead agency for purposes of complying with the provisions of the California Environmental Quality Act, Public Resources Code section 21000 et seq. ("CEQA"). County shall be solely responsible for compliance with CEQA, including all costs and fees.

3.3.7 The improvements for the Access Road shall meet or exceed County standards to allow for the safe passage of the public, including implementation of traffic

control and/or intersection control devices at or adjacent to the High School Campus.

3.3.8 The Parties agree that the Access Road shall consist of at least the following:

3.3.8.1 Two (2) travel lanes (one each way);

3.3.8.2 Class II bike lanes; and

3.3.8.3 Pedestrian walkway.

3.4 Indemnification.

With respect to the grant of easement of the Access Road from District to County, to the extent permitted by law, County shall indemnify, defend, and hold the District, its trustees, officials, officers, employees, agents, representatives, consultants, volunteers, and invitees harmless from and against all liability, loss, claims, demands, actions, suits, legal or administrative proceedings, penalties, fines, damages, judgments, expenses (including reasonable attorneys' fees and costs of litigation), and costs (collectively, "Claims") arising out of or in any way directly or indirectly connected with: (i) County's access to and use of the District Property and Access Road pursuant to or in connection with this Agreement; (ii) County's maintenance and repair of the Access Road pursuant to this Agreement; or (iii) County's discretion, decision, and authority to permit public utility companies and agencies to enter on the Access Road for the purpose of laying, constructing, reconstructing, maintaining, or operating their respective public utility services, except Claims arising as a result of the negligence or willful misconduct of the District. District shall have the right to accept or reject any legal representation that County proposes to defend District.

4. NASH ROAD CLOSURE.

4.1 Location, Timing and Design.

4.1.1 The north half of the Nash Road bisecting the High School Campus between West Street and Monterey Street ("Nash Road Closure Area") is operated as a public roadway under the jurisdiction of the City. The south half of the Nash Road Closure Area is operated as a public roadway by the County. The conceptual depiction of the Nash Road Closure Area is attached to this Agreement as EXHIBIT E.

4.1.2 The District shall be solely responsible for the design and costs for signage and improvements to be installed at and/or near the Nash Road Closure Area, including any traffic calming measures. A list of the improvements and traffic calming measures for the Nash Road Closure Area, to be approved by the County and City, are attached to this Agreement as EXHIBIT F ("Nash Road Improvements").

4.1.3 In furtherance of the Parties' agreement under this Agreement, City and County hereby agree to diligently pursue all entitlements or other approvals necessary to give effect to the terms of this Agreement, including but not limited to encroachment permits or other form of entitlement to District for access over, onto, near, and around their respective portions of the Nash Road Closure Area for site inspection, design and construction purposes.

4.1.4 District shall commence the planning, design and construction of the Nash Road Improvements on the Effective Date, with an intention to complete the Nash

Road Improvements by the time the Access Road is completed pursuant to Section 3.3.3, above.

#### 4.2 Timing and Process for the Nash Road Closure.

4.2.1 The Nash Road Closure shall be implemented on the earliest possible date ("Closure Date") after all the following contingencies have been met. The Nash Road Closure is contingent upon:

4.2.1.1 The City, County and District governing bodies' approval of this Agreement;

4.2.1.2 County's and City's consideration and adoption of Resolutions to effect the temporary Nash Road Closure, pursuant to Vehicle Code section 21102, anticipated to have happened prior to their approval of this Agreement;

4.2.1.3 County's completion of the Access Road and opening the Access Road to the public;

4.2.1.4 District's installation of appropriate signage notifying the public of the Nash Road Closure and the Access Road; and

4.2.1.5 District's completion of the Nash Road Improvements.

#### 4.3 Stipulations.

4.3.1 Upon the Closure Date, the Nash Road Closure Area will be closed as a public roadway to vehicular traffic from 7:00 am to 7:00 pm Monday through Friday, for the term of this Agreement. District may request issuance of permits for additional temporary closures of Nash Road for special events at the High School, with advanced notice to the public, or for emergencies.

4.3.2 District shall be solely responsible for the costs, design, and construction of Nash Road Improvements. District shall be solely responsible for the costs of obtaining permits and governmental approvals to install and implement the Nash Road Closure, but County and City shall facilitate the issuance of all requisite permits and entitlements for said improvements and said permits and entitlements shall not be unreasonably withheld.

4.3.3 County shall act as the lead agency for purposes of complying with the provisions of CEQA for the Nash Road Closure, and shall be primarily responsible for compliance with CEQA, including the preparation of necessary CEQA documents and all costs and fees.

4.3.4 Regardless of the form of conveyance, or final form of disposition, of the Nash Road Closure Area to District, District accepts said property interest and/or license on an "as-is" basis with no warranties provided by the City and County. City and County provide no warranties with respect to the Nash Road Closure Area. District is solely responsible for determining that the Nash Road Closure Area it will use complies with all federal, state and local environmental requirements applicable for District's intended use of the land.

4.3.5 District shall be responsible for the maintenance and replacement of

the Nash Road Improvements, and will work with applicable agencies to ensure appropriate signage is installed around the Nash Road Closure Area. However, City or County, as applicable, shall be responsible to provide for, install, maintain, and repair any signage, signals or other notices they determine are necessary to warn or detour traffic to other routes (e.g., via the Access Road).

4.3.6 At least ninety (90) days prior to the implementation of the Nash Road Closure, District shall develop and circulate to County and City an operational plan for the Nash Road Closure, and work with the County and City to ensure that it meets the applicable rules, regulations, ordinances, and laws. The Parties shall meet at least semi-annually to discuss the operational details of the Nash Road Closure, including any modifications to enhance or improve upon the Nash Road Closure.

4.3.7 The Parties shall meet on or about August 1, 2021, or three (3) years from the Closure Date, to discuss an action plan for County and City's potential permanent closure of the Nash Road Closure Area and the transfer of applicable property interests to the District, in exchange for District's conveyance in fee or other property interest to the County for the Park Property. Additional details regarding the process for the property exchange between District and County are provided in Section 5.4 below.

#### 4.4 Indemnification.

4.4.1 District shall, to the extent permitted by law, indemnify, defend, and hold the City, its elected council, officers, agents, employees, representatives, contractors, and invitees harmless from and against all Claims arising out of or in any way directly or indirectly connected with: (i) District's access and use of the Nash Road Closure Area pursuant to this Agreement; (ii) installation of the Nash Road Improvements in accordance with this Agreement; or (iii) maintenance and repair of the Nash Road Closure Area or the Nash Road Improvements pursuant to this Agreement, except Claims arising as a result of the negligence or willful misconduct of the City. City shall have the right to accept or reject any legal representation that District proposes to defend City.

4.4.2 District shall, to the extent permitted by law, indemnify, defend, and hold the County, its elected board members, officers, agents, employees, representatives, contractors, and invitees harmless from and against all Claims arising out of or in any way directly or indirectly connected with: (i) District's access and use of the Nash Road Closure Area pursuant to this Agreement; (ii) installation of the Nash Road Improvements in accordance with this Agreement; or (iii) maintenance and repair of the Nash Road Closure Area or the Nash Road Improvements pursuant to this Agreement, except Claims arising as a result of the negligence or willful misconduct of the County. County shall have the right to accept or reject any legal representation that District proposes to defend County.

4.4.3 City shall, to the extent permitted by law, indemnify, defend, and hold the District, its elected trustees, officials, officers, employees, agents, representatives, consultants, volunteers, and invitees harmless from and against all Claims arising out of or in any way directly or indirectly connected with City's approvals for and access to the Nash Road Closure Area pursuant to this Agreement, or City's installation, implementation, and maintenance of any signage, signals or other notices necessary to detour traffic to other routes around the Nash Road Closure Area, except Claims arising as a result of the negligence or willful misconduct of the District. District shall have the right to accept or reject any legal representation that City proposes to defend District.

4.4.4 County shall, to the extent permitted by law, indemnify, defend, and

hold the District, its elected trustees, officials, officers, employees, agents, representatives, consultants, volunteers, and invitees harmless from and against all Claims arising out of or in any way directly or indirectly connected with County's approvals for and access to the Nash Road Closure Area pursuant to this Agreement, or County's installation implementation, and maintenance of any signage, signals or other notices necessary to detour traffic to other routes around the Nash Road Closure Area, except Claims arising as a result of the negligence or willful misconduct of the District or County, respectively. District shall have the right to accept or reject any legal representation that County proposes to defend District.

4.4.5 City shall, to the extent permitted by law, indemnify, defend, and hold the County, its elected board members, officials, officers, employees, agents, representatives, consultants, volunteers, and invitees harmless from and against all Claims arising out of or in any way directly or indirectly connected with City's approvals for and access to the Nash Road Closure Area pursuant to this Agreement, or City's installation, implementation, and maintenance of any signage, signals or other notices necessary to detour traffic to other routes around the Nash Road Closure Area, except Claims arising as a result of the negligence or willful misconduct of the County. County shall have the right to accept or reject any legal representation that City proposes to defend County.

4.4.6 County shall, to the extent permitted by law, indemnify, defend, and hold the City, its elected council members, officials, officers, employees, agents, representatives, consultants, volunteers, and invitees harmless from and against all Claims arising out of or in any way directly or indirectly connected with County's approvals for and access to the Nash Road Closure Area pursuant to this Agreement, or County's installation implementation, and maintenance of any signage, signals or other notices necessary to detour traffic to other routes around the Nash Road Closure Area, except Claims arising as a result of the negligence or willful misconduct of the City. City shall have the right to accept or reject any legal representation that County proposes to defend City.

## 5. REGIONAL PARK.

### 5.1 Location and Design.

5.1.1 The Regional Park shall be comprised of the Park Property and other land owned by the County. County's engineer shall generate a legal description for the Regional Park and the remaining portions of the District Property, which shall be approved by the District Board, and is conceptually depicted in EXHIBIT B.

5.1.2 County shall be solely responsible for the costs for planning and design of the Regional Park including all improvements and facilities to be installed at the Regional Park. District and City shall review County's progress on design and be able to provide comments on the design of the Regional Park.

5.1.3 The Parties shall work together to finalize design details for the Regional Park, including improvements and specific facilities to be installed at the Regional Park, in accordance with the general concepts set forth in the Master Plans. City and District shall have input into the final design for the Regional Park, but the final design of Park facilities shall be at the County's discretion.



## 5.2 Lease between County and District.

### 5.2.1 Consideration.

By no later than the date of County's issuance of the invitation for bids for the construction of the Access Road ("Lease Commencement Date"), in consideration of the Nash Road Closure, District will execute and deliver to the County a long-term (99-year) lease ("Park Lease") of the Park Property, at no or nominal cost, under authority of Education Code section 10900 et seq., for development, operation and maintenance of the Regional Park for the benefit of the residents of the City, County and District, until the earliest of the following dates: (i) the end of the term of the Park Lease; (ii) the acquisition of fee title to the Park Property by the County; or (iii) County's decision to rescind the Nash Road Closure prior to the expiration of this Agreement. The Park Lease shall contain the terms described in this Section 5.2, including, without limitation, the following:

#### 5.2.1.1 District's Covenants to County.

The District shall covenant, warrant and represent that it has full right and power to execute and grant the Park Lease to the County, and to grant the estate demised therein, the Park Property. District shall covenant that as long as County complies with and performs the terms of this Agreement and the Park Lease, County shall peaceably and quietly have, hold and enjoy the Park Property and all rights, appurtenances and privileges belonging or in any way appertaining thereto, during the term of the Park Lease.

#### 5.2.1.2 Delivery of Park Property.

District shall deliver to County on the Lease Commencement Date actual and exclusive possession of the Park Property, assuming that the Park Lease has been approved by the District's and County's governing bodies.

#### 5.2.1.3 Condition of Park Property.

The Park Property shall be leased to County on an "as-is" basis. District shall not be required to make or construct any alterations to the Park Property.

### 5.2.2 Termination of Lease.

5.2.2.1 Termination on Notice. County shall have the right to terminate the Park Lease upon one (1) year's written notice to the District, if, in the County's determination, it is no longer able to develop or maintain the Regional Park for economic, feasibility or legal reasons, which shall be documented in County's written notice. In the event of termination under this Section, District shall have the right, but not the obligation, to pay "book value" to the County to acquire any improvements on the Park Property, as determined by a certified public accountant. In the event of termination under this Section, the Parties agree that return of the Park Property may occur on an "as-is" basis.

5.2.2.2 Consideration of Emergency. At any time during the term of the Park Lease, should District require a portion or the entirety of the Park Property for an unforeseen emergency or situation that impacts the health and safety of students (e.g., temporary housing after a fire), County agrees it will work with District to ensure that District's reasonable school housing needs are met.

### 5.3 Stipulations.

5.3.1 County is solely responsible for the development, construction, operation, security, maintenance, and repair of the Regional Park and related improvements and enhancements, including all costs and fees. County shall comply with the District's Construction Provisions (EXHIBIT C) while performing construction of the Regional Park, including compliance with the insurance and indemnification requirements.

5.3.2 County agrees that it shall act as the lead agency for purposes of complying with the provisions of CEQA, and shall be primarily responsible for compliance with CEQA, including all costs and fees. County shall coordinate with the District and City regarding ongoing CEQA compliance and shall include the District and City as responsible agencies, in the applicable CEQA process and documentation.

5.3.3 County is solely responsible for all costs, permits, inspections, and governmental approvals required for the development of Regional Park, including without limitation, final adoption of the Master Plans, and any associated environmental review. District, as the property owner, shall work with County to assist County in obtaining the appropriate permits and approvals, specifically with respect to those affecting the Park Property.

5.3.4 The Parties shall cooperate to develop a shared use agreement for use of sports fields and other facilities at the Regional Park by District ("Shared Use Agreement"), as well as the Parking Lot (see Section 6 hereof). Within sixty (60) days of the first Notice to Proceed for the County's construction of the Regional Park, the Parties shall meet to commence discussions for developing a Shared Use Agreement. The Parties agree that this Shared Use Agreement will enable the District and its students to have access (on such basis as may be set forth in the Shared Use Agreement) to sports fields or other amenities for sports practice, special events and other school-related activities, and that District shall reimburse County for a portion of its maintenance costs for such facilities. The parties are not limited in their discretion to negotiate the terms of this Shared Use Agreement.

### 5.4 Option to Exchange Property.

5.4.1 Section 17536 of the Education Code authorizes the District Board to exchange any of its real property for the real property of another person. Any exchange shall be upon such terms and conditions as the parties may agree and may be entered into by adoption of a resolution by the District Board of its intention to exchange properties, along with the property descriptions and the terms and conditions for the exchange.

5.4.2 The Parties shall meet three (3) years after the Closure Date to consider a property exchange.

5.4.3 District's agreement to transfer fee title to the Park Property (which excludes the Parking Lot) for Regional Park purposes to County, shall be in exchange for the permanent vacation of the Nash Road Closure Area by both City and County as a public right of way, and a quitclaim of any pre-existing fee or easement interest in the Nash Road Closure Area by the City and County to the District. The Parties agree that determining the value of the properties and property interests to be exchanged is difficult, if not impossible, to ascertain, due to the unique value of the Nash Road Closure to the District and the High School Campus, and due to the long term value to the local community, including City residents and the District, of the development of the Regional Park and the Access Road.

Therefore, the Parties agree that in the event of a property exchange in accordance with this Agreement, no Party will owe any other Party any additional compensation.

5.4.4 A property exchange may not occur between the District and the County unless and until the City agrees to a permanent vacation of its portion of Nash Road. The City agrees to diligently pursue the abandonment of its right, title and/or interest in and to the Nash Road Closure Area. City shall not impede or impair County's actions under this Agreement in furtherance of effectuating a permanent Nash Road Closure. The Parties may enter into a binding agreement to exchange property in advance of the permanent closure and vacation of Nash Road Closure Area by both City and County, as long as the transfer of fee title to the Park Property by the District is conditioned on the permanent closure and vacation of the Nash Road Closure Area being approved by both City and County.

5.4.5 County shall be solely responsible for obtaining new legal descriptions for the Park Property and remaining District Property, and District shall take all steps required to legally divide the District Property into the appropriate parcels.

5.4.6 Title and Escrow.

5.4.6.1 Title Office. Title and escrow services for the transactions contemplated under this Section of the Agreement will be handled by First American Title Company office located at 260 Tres Pinos Road in Hollister, California, 95023 ("Title Office") or such other title and escrow company as the parties shall mutually select.

5.4.6.2 Fees and Costs. Each Party shall pay its own costs for any preliminary title report or title policy requested by that Party. The Parties will share equally the Escrow Officer's fees and other customary charges for document drafting, recording, and miscellaneous charges, even if a Party terminates this Agreement or escrow fails to close.

5.5 Indemnification.

With respect to District's Lease to County for the Park Property and County's development and operation of the Regional Park, to the extent permitted by law, County shall indemnify, defend, and hold the District, its trustees, officials, officers, employees, agents, representatives, consultants, volunteers, and invitees harmless from and against all Claims arising out of or in any way directly or indirectly connected with: (i) County's access to and lease of the District Property and Regional Park pursuant to or in connection with this Agreement; or (ii) County's construction, operation, maintenance and repair of the Regional Park pursuant to this Agreement, except Claims arising as a result of the negligence or willful misconduct of the District. District shall have the right to accept or reject any legal representation that County proposes to defend District.

6. PARKING LOT.

6.1 Location and Design.

6.1.1 County will design, subject to the District Board's approval, the location and design for the Parking Lot, which shall be located North of the Access Road on the southwestern portion of the High School Campus, the exact location of which is to be determined by County and District and thereafter appended to this Agreement via an Addendum approved by the County and District.

6.1.2 County shall be solely responsible for the costs and fees for the design and planning of the Parking Lot.

6.2 Timing and Process for Shared Use of Parking Lot.

6.2.1 District hereby grants County a license for access onto, around and on the Parking Lot for purposes of pre-construction and construction activities, and, after completion, for control and maintenance thereof. The primary use of the Parking Lot shall be for members of the general public using the Regional Park or other public recreational amenities to be located on the High School Campus. The shared use of the Parking Lot shall be documented in the Shared Use Agreement referenced in Section 5.3.4 hereof. The Parties agree that this Shared Use Agreement will enable the District and its students to have access (on such basis as may be set forth in the Shared Use Agreement) to the Parking Lot for special events, and that District shall reimburse County for a portion of its maintenance costs for such facilities. The parties are not limited in their discretion to negotiate the terms of this Shared Use Agreement

6.3 Stipulations.

6.3.1 County is solely responsible for the design, planning, construction, and operation of the Parking Lot, with District Board approval of location and design County shall comply with the District's Construction Provisions while performing construction services for the Parking Lot, including compliance with the insurance and indemnification requirements of the Construction Provisions.

6.3.2 County is solely responsible for the maintenance to and repair of the Parking Lot, including security and costs for insurance. However, District shall reimburse County for a portion of County's annual costs for maintenance to and repair of the Parking Lot in an amount to be determined based on rough proportion of annual use.

6.3.3 District shall have the right to use the Parking Lot only for overflow or special events purposes, as may be determined in the County's reasonable discretion. The District shall ensure that there remains sufficient public parking to support the Regional Park during periods that the public parking is used for overflow purposes.

6.3.4 County shall post signs limiting the use of spaces in the Parking Lot that will prohibit the use of the Parking Lot by individuals on a full-day or overnight basis, but the level and frequency of enforcement shall be at the County's discretion.

6.3.5 County agrees that it will act as the lead agency for purposes of complying with the provisions of CEQA, and shall be solely responsible for compliance with CEQA, including all costs and fees.

6.3.6 County is solely responsible for all costs, permits, and governmental approvals required for the development of the Parking Lot, including DSA approval, if required. District, as the land owner, shall work with County in order to assist County in obtaining its required permits and approvals, to the extent necessary.

6.4 Indemnification. With respect to County's development and operation of the Parking Lot, County shall, to the extent permitted by law, indemnify, defend, and hold the District, its trustees, officials, officers, employees, agents, representatives, consultants, volunteers, and invitees harmless from and against all Claims arising out of or in any way directly or indirectly connected with (i) County's access to and use of the District Property

and Parking Lot pursuant to or in connection with this Agreement, or (ii) County's maintenance and repair of the Parking Lot pursuant to this Agreement, except Claims arising as a result of the negligence or willful misconduct of the District. District shall have the right to accept or reject any legal representation that County proposes to defend District.

7. DISPUTE RESOLUTION PROCESS. The Parties agree to the following resolution process for claims, disagreements, controversies, or disputes arising out of or in relation to the interpretation, application, or enforcement of this Agreement (collectively, "Dispute"), whether during construction or operations.

7.1 Informal Discussions. If any Dispute arises, the Parties will make all reasonable efforts to resolve it through informal discussions. Any Party may initiate such discussions by written notice. With respect to setting a meeting or meetings, the Parties shall reasonably accommodate the other Parties' schedules. The Parties shall cooperate to provide any relevant documentation and information necessary for resolving any Dispute.

7.2 Mediation. If the Dispute is not resolved through informal discussions, then the Dispute shall be submitted to non-binding mediation. If this method proves unsuccessful, nothing in this Section shall be construed to prevent either Party from bringing a legal action to resolve any such Dispute.

7.3 Government Code Claim Filing. If the Dispute is not resolved by the process outlined above, then the grievated Party shall file a timely "claim" pursuant to the provisions of Government Code section 910 et seq. prior to commencing an action or legal proceeding against a Party or Parties, arising out of this Agreement.

7.4 No Waiver. This dispute resolution process shall be undertaken in good faith and exhausted prior to commencing an action or legal proceeding. However, compliance with this process does not waive any Party's obligation to comply with, or right to assert as a defense, any applicable statute of limitations. The Parties may agree in writing to toll any applicable statute of limitations for such period as may reasonably be necessary to complete the dispute resolution process.

7.5 Default.

7.5.1 Notice of Default. Failure or unreasonable delay by any Party to perform any material provision herein shall constitute a default under this Agreement. In the event of a default, the party alleging such default shall give the defaulting party not less than thirty (30) days' written notice of default ("Notice of Default"), unless the parties extend such time by mutual written consent or except in cases where Party's default presents a threat of imminent harm to the public; provided, however, failure or delay in giving a Notice of Default shall not waive a party's right to give future notice of the same or any other default. The Notice of Default shall specify the nature of the alleged default and the manner and period of time in which said default may be satisfactorily cured.

7.5.2 Cure Period; Right to Terminate or Initiate Arbitration Proceedings. The defaulting party shall provide evidence establishing it was never, in fact, in default or shall cure the default within thirty (30) days; provided, however, that if the nature of the alleged default is such that it cannot be reasonably cured within such 30-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. During any period of curing, the party charged shall not be considered in default for purposes of terminating this

Agreement or instituting arbitration proceedings. If the default is cured, then no default shall exist or be deemed to have existed and the noticing party shall take no further action. After proper notice and the expiration of such 30-day cure period without cure the Dispute Resolution procedures set forth below shall apply to determine whether a breach has occurred sufficient to warrant termination of this Agreement.

7.5.3 Remedies Generally. The parties agree that remedies to enforce the terms of this Agreement shall be limited to actions for mandamus, specific performance, injunctive relief, declaratory relief, or other equitable relief, and that neither party shall be liable for monetary damages. Either party may seek equitable relief prior to resorting to the Dispute Resolution procedures set forth below to preserve the status quo pending the completion of the Dispute Resolution process. It is the intent of the parties to this Agreement that any disputes arising out of this Agreement be resolved in conformity with the terms and condition set forth below.

7.6 Informal Resolution of Disputes; Mediation. If a dispute arises related to the interpretation or enforcement of, or compliance with, the provisions of this Agreement ("Dispute"), the Applicable Parties shall first attempt to resolve it through informal discussions. In the event a Dispute cannot be resolved in this manner within twenty-one (21) days, the Parties shall endeavor to settle the Dispute by mediation. The Dispute shall be submitted to the San Jose, California office of Judicial Arbitration and Mediation Services, Inc. ("JAMS") for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS for final binding arbitration. Either Party may commence mediation by providing to JAMS and the other party a written request for mediation setting forth the subject of the Dispute and the relief requested. All involved Parties shall cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals and in scheduling the mediation proceedings. If the parties cannot agree on the appointment of the mediator or the date of the mediation within thirty (30) days after the written request for mediation has been received, then JAMS shall appoint the mediator at its discretion and/or set a mediation date. All parties agree to participate in any such mediation in good faith, and shall share equally in its costs. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process.

7.7 Arbitration. Any party may initiate arbitration with respect to a Dispute by filing a written demand for arbitration at any time following completion of the informal dispute resolution and mediation processes described above; provided however, that mediation may continue after the commencement of arbitration, if any of the Parties so desire. Unless otherwise agreed to by the parties, the mediator shall be disqualified from serving as the arbitrator in the case. The provisions of this Section may be enforced by any court of competent jurisdiction, and the prevailing party shall be entitled to an award of all costs, fees, and expenses, including attorneys' fees, to be paid by the non-prevailing party. Any Dispute arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, not resolved by the mediation process set forth above, shall be determined by arbitration to be held in San Benito County before one arbitrator. Neither party may request an arbitration hearing in conformity with this Section until after the completion of informal dispute resolution and mediation processes above are

complete; provided, however, that mediation may continue after the commencement of arbitration if the Parties so mutually desire. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures, which rules shall govern the commencement of arbitration and the selection of the arbitrator among other things. Judgment on the arbitration award may be entered in the San Benito County Superior Court or any court having jurisdiction. This Section shall not preclude any Party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The costs and fees of arbitration (including those fees and expenses set forth in JAMS' fee schedule in effect at the time of commencement of the arbitration) shall be borne equally by the Parties involved in the dispute, and each side shall be responsible for its own attorney(s) and expert(s) witness fees.

7.8 Final and Binding. The dispute resolution process described herein shall be undertaken in good faith. A mediator or arbitrator other than JAMS may be mutually agreed upon by the Parties in writing. By agreeing to this dispute resolution process, no Party hereby loses or waives its right to assert the operation of any applicable statute of limitations as an affirmative defense. Any arbitration award shall be final and binding upon all Involved Parties and each shall accept such decision and award as binding and conclusive and shall abide thereby and neither party may commence civil litigation as a means of resolving a Dispute except for an action to obtain equitable relief.

8. INSURANCE. Without limiting the Parties' duties of indemnification, the Parties shall comply with the following insurance coverage requirements during the Term of this Agreement:

8.1 Minimum Scope and Limits. The Parties shall maintain at least the following insurance policies in full force and effect:

8.1.1 Commercial General Liability. Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location, or the general aggregate limit shall be twice the required occurrence limit.

8.1.2 Commercial Automobile Liability, Any Auto. Two million dollars (\$2,000,000) per accident for bodily injury and property damage, for liability arising out of activities performed by or on behalf of the Party or its contractors, or automobiles owned, leased, hired, or borrowed by each Party or its contractors

8.1.3 Workers' Compensation Insurance. Each Party shall maintain a workers' compensation plan covering all of its employees as required by 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 (DIR).

8.1.4 Employers' Liability Coverage. Each Party shall maintain employer's liability coverage for each employee who is subject to this Agreement. That policy shall provide employer's liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per occurrence.

8.2 Verification of Coverage. Upon the Effective Date, each Party shall provide the other Parties with:

8.2.1 Certificates of insurance or consents to self-insure, evidencing that the



Parties have in effect the insurance required by this Agreement. The Parties 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.

8.2.2 Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the party being endorsed before any work commences.

8.2.3 Endorsements naming the other Parties and their respective elected officials, officers, employees, agents, representatives, consultants, and volunteers, as additional insureds, with respect to the general liability and automobile liability policies. The coverage shall contain no special limitations on the scope of protection afforded to these additional insureds.

### 8.3 Other Insurance Provisions.

8.3.1 For claims arising from this Agreement, each Party's insurance coverage shall be primary insurance as respects the additional insureds. Any insurance or self-insurance maintained by the additional insureds shall be in excess of the Party's insurance and shall not contribute with it.

8.3.2 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the additional insureds.

8.3.3 Each Party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

8.3.4 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the other Parties.

8.3.5 With the exception of Professional Liability Insurance, if any, and Workers' Compensation Insurance, and Employers' Liability Insurance, County shall ensure that all policies shall be written on an occurrence form.

8.4 Self Insurance. If any Party elects to be self-insured, in lieu of providing proof of insurance, any Party may provide proof of self-insurance satisfactory to the other Parties and meeting the requirements imposed herein which can be a consent to self-insure issued by the State Director of Industrial Relations (DIR). Any Party providing proof of self-insurance warrants that the self-insurance provides substantially the same protection as the insurance required herein. Each Party further agree to notify the other Parties in the event any change in self-insurance occurs that would alter the obligations undertaken in this Agreement within thirty (30) days of such change.

9. NOTICES. Any notice to be given hereunder to either Party shall be in writing and shall be given either by personal delivery (including express or courier service) or by registered or certified mail, with return receipt requested, postage prepaid, and addressed as follows:

**If to District:** San Benito High School District  
Attn: Superintendent  
1220 Monterey Street  
Hollister, CA 95023  
Email: jperales@sbhsd.k12.ca.us

With a copy to: Dannis Woliver Kelley  
Attn: Janet L. Mueller  
750 B Street, Suite 2310  
San Diego, CA 92101  
Fax: (619) 702-6202  
Email: jmueller@DWKesq.com

**If to County:** County of San Benito  
Attn: Capital Program Manager  
2301 Technology Parkway  
Hollister, CA 95023  
Email: agoldstone@cosb.us

With a copy to: San Benito County Counsel's Office  
Attn: Shirley L. Murphy  
481 Fourth Street, 2<sup>nd</sup> Floor  
Hollister, CA 95203  
Email: smurphy@cosb.us

**If to City:** City of Hollister  
Attn: City Manager  
375 Fifth Street  
Hollister, CA 95023  
Email: coh-manager@hollister.ca.gov

With a copy to: L+G, LLP Attorneys At Law  
Attn: Bradley W. Sullivan  
530 San Benito Street, Suite 202  
Hollister, CA 95023  
Fax: (831) 630-5935  
Email: Brad@LG-Attorneys.com

Any notice given by personal delivery, or registered or certified mail shall be effective upon receipt. Any notice given by overnight delivery shall be effective the day after the notice is submitted to the overnight delivery service.

10. **MISCELLANEOUS PROVISIONS.**

10.1 **No Joint Venture.** No provision of this Agreement shall be deemed to constitute the Parties as partners, principal and agent, or joint venturers with each other.

10.2 **Authority and Capacity.** The Parties and the Parties' signatories each warrant and represent that each has full authority and capacity to enter into this Agreement.

10.3 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 the Parties. The Parties and all of Parties' heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this Agreement.

10.4 Interpretation of Agreement. This Agreement has been arrived at through negotiation among the Parties. None of the Parties shall be deemed the Party which prepared this Agreement within the meaning of Civil Code section 1654.

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

10.6 Force Majeure. No Party shall be held responsible or liable for an inability to fulfill or delay in fulfilling any obligation under this Agreement (other than the payment of money), by reason of an act of God, natural disaster, accident, strikes, lockouts or other labor disturbances or disputes, unavailability of materials or labor, rationing or restrictions on the use of utilities or public transportation whether due to energy shortages, war, civil disturbance, riot, governmental rules, regulations, or restrictions, building moratorium, delay in issuance of any permits or governmental approvals, litigation or other legal action by a third party arising out of or relating to this Agreement, or by any other occurrence that is beyond the reasonable control of that party including without limitation a Severe Economic Recession (collectively, "Force Majeure"). Any Party relying on a Force Majeure shall give the other Parties reasonable notice thereof and the Parties shall use their best efforts to minimize potential adverse effects from such Force Majeure. If a Force Majeure event prevents County from completing the Regional Park in a timely manner, but does not prevent Developers from continuing construction of a portion or portions of the Regional Park, the Parties shall meet and confer regarding the priority of construction for the Regional Park improvements, and shall use best efforts to agree to such priority.

10.7 Entire Agreement. This is the entire agreement of the Parties with respect to the various proposals and creation of the Definitive Agreements. The making, execution and delivery of this Agreement by the Parties have not been induced by any representations, statements, warranties or agreements other than those expressed herein, and there are no understandings or agreements pertaining to this Agreement except as are expressly stated in writing in this Agreement or in any document attached hereto or incorporated herein by reference.

10.8 Time of the Essence. Time is of the essence in the performance of each Party's respective obligations under this Agreement.

10.9 Amendments. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the Parties. No supplement, amendment, or modification of this Agreement shall be binding and effective unless it is in writing and signed by all the Parties.

10.10 Attorneys' Fees. Except as specifically set forth in this Agreement, each Party shall bear its own attorneys' fees incurred in connection with any negotiations, disputes, litigation, or other proceedings relating to or in furtherance of this Agreement.

10.11 Choice of Law; Jurisdiction and Venue. This Agreement has been entered into in the State of California and all questions with respect to this Agreement and the rights and liabilities of the Parties shall be governed by the laws of California. Jurisdiction and venue for any disputes arising from this Agreement shall be in the County of San Benito.

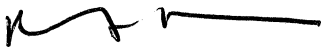
10.12 Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated by reference.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one instrument.


[SIGNATURES AND EXHIBITS ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates indicated below, but to be effective as of the Effective Date.

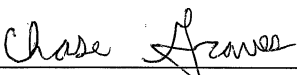
**APPROVED BY COUNTY:**

  
\_\_\_\_\_  
Robert Rivas, Chair  
San Benito County Board of Supervisors  
Date: \_\_\_\_\_

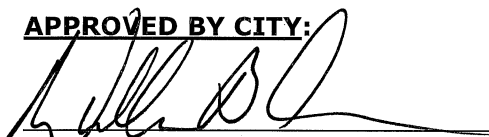
**APPROVED AS TO LEGAL FORM:**  
San Benito County Counsel's Office

  
\_\_\_\_\_  
Shirley L. Murphy, Deputy County Counsel  
Date: Oct. 31, 2016


**ATTEST:**  
Chase Graves, Clerk of the Board

  
\_\_\_\_\_  
Date: 11/21/2016

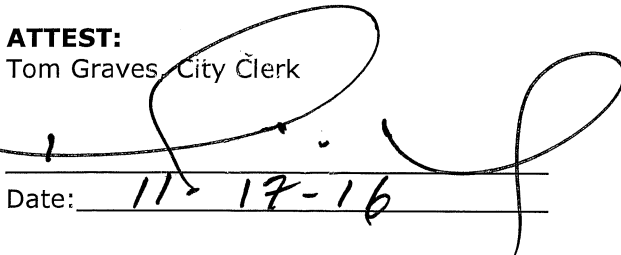
**APPROVED BY CITY:**

  
\_\_\_\_\_  
William Avera, City Manager  
Date: 11-17-16

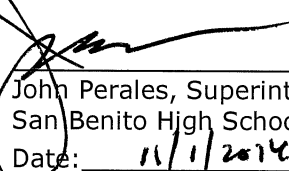
**APPROVED AS TO LEGAL FORM:**  
L+G, LLP

  
\_\_\_\_\_  
Paul A. Rovella, City Attorney  
Date: 11-17-16

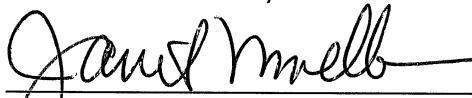
**ATTEST:**  
Tom Graves, City Clerk

  
\_\_\_\_\_  
Date: 11-17-16

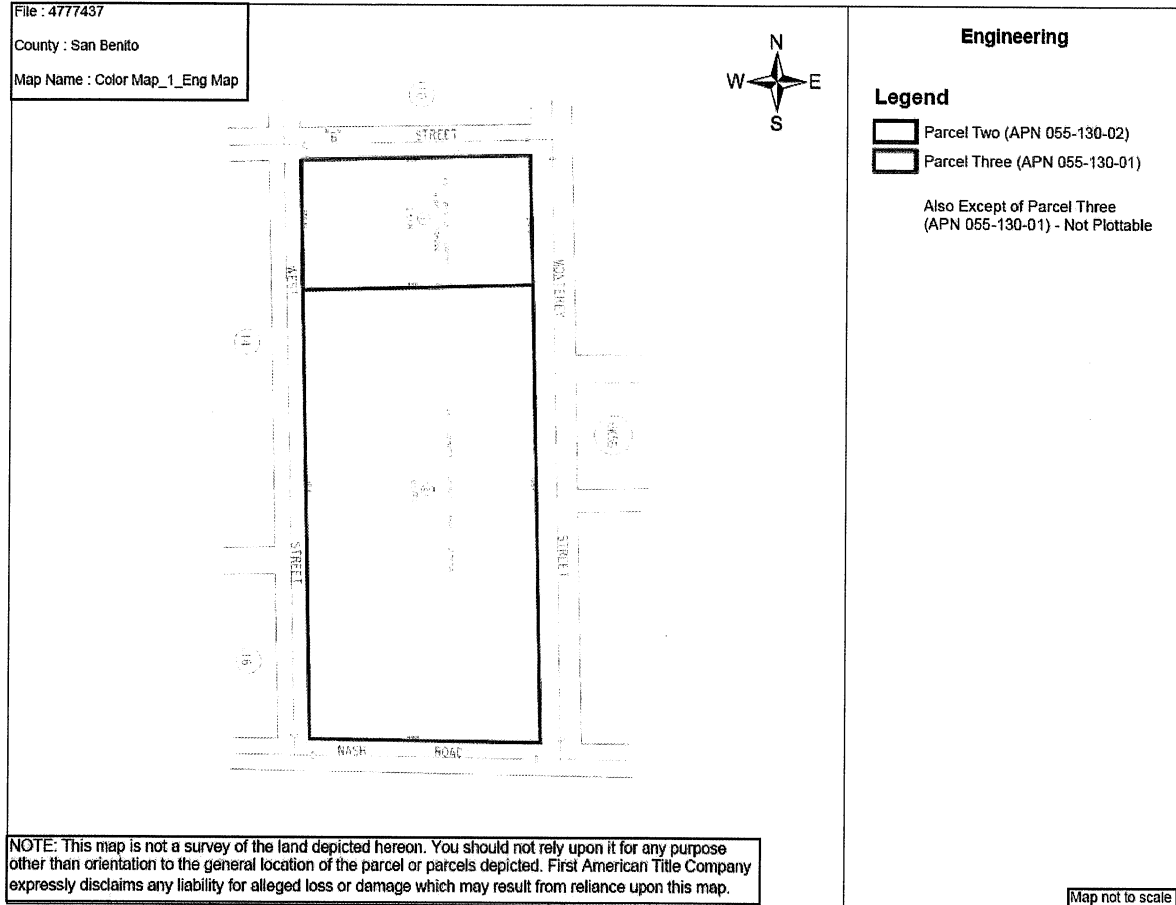
**APPROVED BY DISTRICT:**

  
\_\_\_\_\_  
John Perales, Superintendent  
San Benito High School District  
Date: 11/1/2016

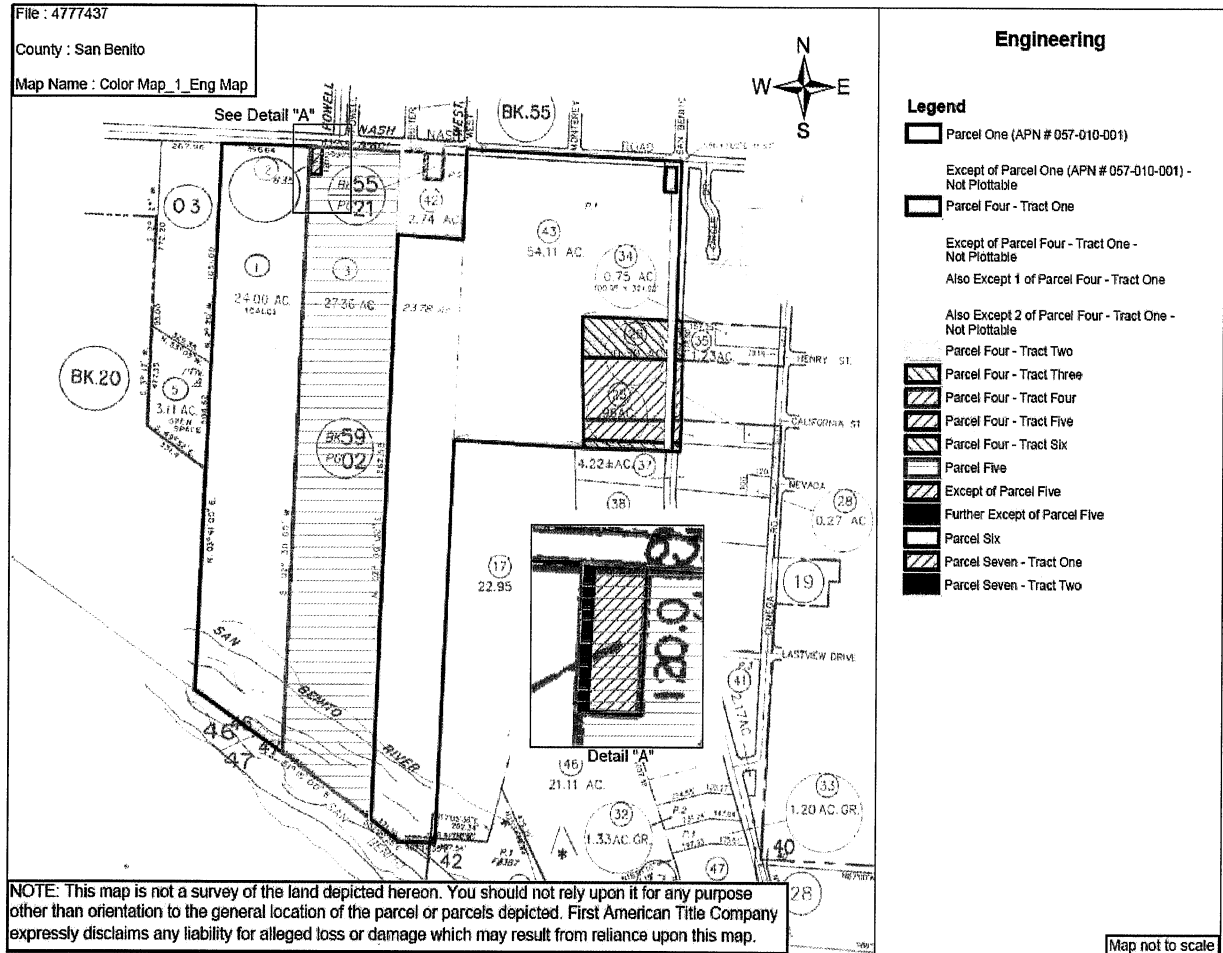
**APPROVED AS TO LEGAL FORM:**  
Dannis Woliver Kelley

  
\_\_\_\_\_  
Janet L. Mueller, Attorney for District  
Date: 11-1-16

**EXHIBIT A**  
**DEPICTION OF DISTRICT PROPERTY**



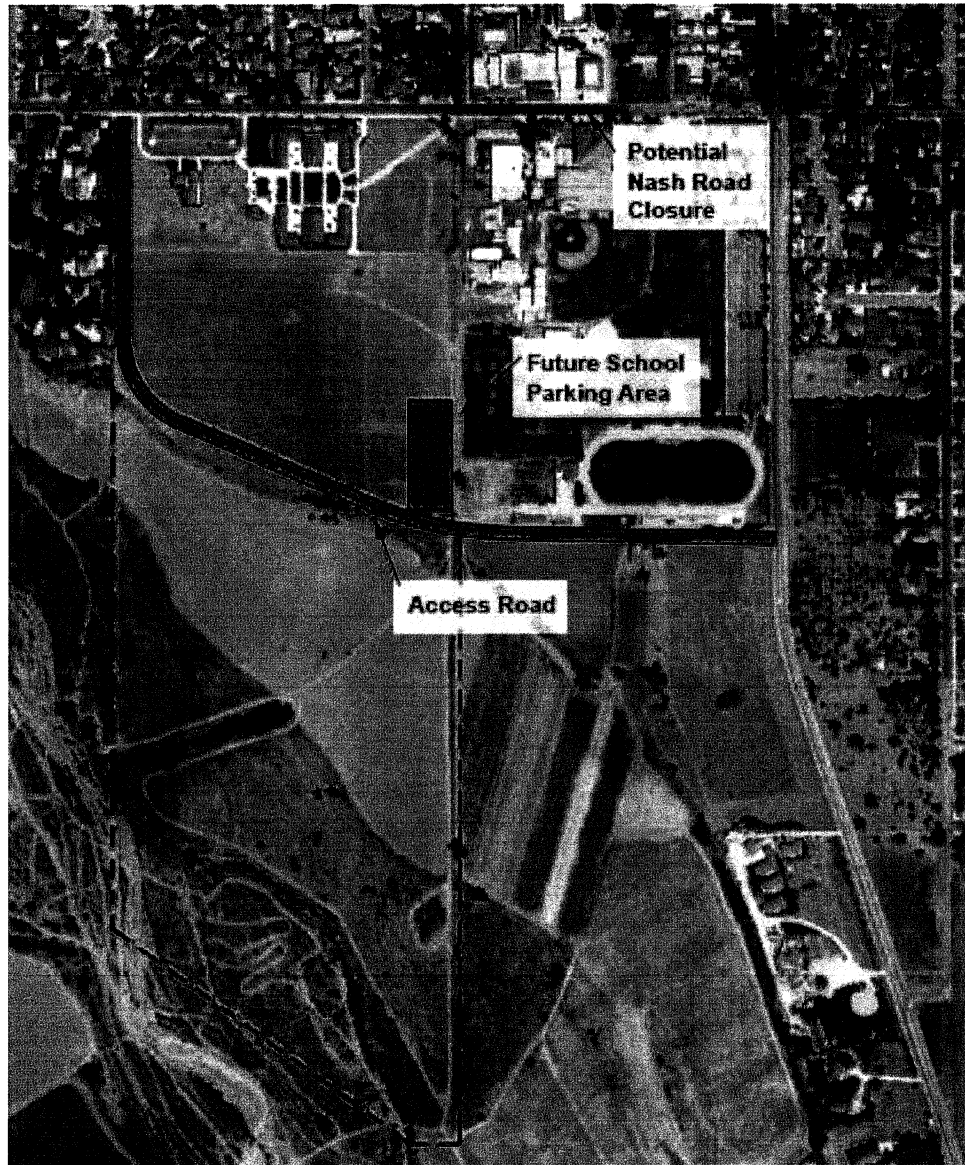
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[END OF EXHIBIT A]



**EXHIBIT B**  
**CONCEPTUAL DEPICTION OF PARK PROPERTY**



[CONTINUES ON NEXT PAGE.]



[END OF EXHIBIT B.]

**EXHIBIT C**  
**DISTRICT'S CONSTRUCTION PROVISIONS**

District policy and State law require certain specifications with respect to construction and construction workers on school sites. The Parties agree that the following construction provisions shall apply for any construction work performed on District Property ("Work") pursuant to this Agreement ("Construction Provisions"). County understands and agrees that it shall incorporate these Construction Provisions into any agreements with contractor(s) performing the Work or any portion of the Work. Any Work shall not commence until (a) the District, or City as applicable, has been provided with a copy of the design for the work and has had an opportunity to comment; (b) County has provided to District copies of all required certificates, permits, and approvals; and (c) all safety requirements have been installed, implemented, or adopted (e.g., barriers, notices, Safety Plan).

1. Performance of Work. County shall perform or cause to be performed all Work under County supervision and the District is in no way responsible to perform any portion of the Work. County may perform Work between the hours permitted by County Code of Ordinances. County shall not perform any Work on Sunday. The "Work Site" shall refer to each and all of County's Work areas in relation to the construction of the Work.

1.1 All staging for the Work must be located on the Unimproved District Property, near the Work Site.

1.2 According to generally accepted construction practices, the County will be solely and completely responsible for conditions at the Work Site, including safety of all persons and property during completion of the Work. This requirement will apply continuously and not be limited to normal working hours. Implementation and maintenance of safety programs shall be the sole responsibility of the County.

1.3 The County shall furnish and place proper guards for the prevention of accidents, including, but not limited to, fencing around the Work Site and any staging areas on the Unimproved District Property. The County shall provide and maintain any other necessary measures reasonably required to secure safety of life or property, particularly when High School students are present, and as may be reasonably requested by the District.

1.4 The County shall pay when due all claims for labor and material furnished to the Work Site. District may elect to record and/or post notices of non-responsibility on the Work Site.

1.5 Contractors retained by County with respect to the Work shall be fully licensed and bonded as required by law, and must maintain levels of casualty, liability, and workers' compensation insurance (as detailed below), as well as performance and payment bonds satisfactory to District and consistent with law and District's Construction Provisions. County shall ensure that the Work is performed in a sound and workmanlike manner, in compliance with all laws, ordinances, and regulations applicable to the Work, including, but not limited to, applicable building codes and regulations, prevailing wage, and other labor and public works laws. District, and City if applicable, shall have a continuing right at all times during the performance of the Work to enter the Work Site and to inspect the Work.

2. Communications. All communication with the District related to the Work Site, Work, or the District Property shall be with the District's designated representative, the

Superintendent or his designee. Other employees of the District shall not be required or asked to communicate with any of the County's on-site employees or contractors, or to direct the Work.

3. Mutual Cooperation. During performance of the Work, the County's contractors and relevant employees shall have the right to enter upon the Work Site on the days and at the times permitted herein, to perform any and all construction activities as may reasonably be necessary or desirable to perform and complete the Work. The County shall use care and consideration in connection with all of its construction and activities. The County agrees to coordinate its activities with the District to minimize any inconvenience to or interruption of the conduct of any activities on the High School Campus or District Property.
4. Maintenance of Work Site. The County shall promptly and properly clean the Work Site and the surrounding areas as it progresses with the Work. The County is responsible to provide sufficient debris containers for clean-up of all debris associated with the County's construction activities at the Work Site and on the District Property.
5. Repair of Damage. The County shall protect and preserve the Work Site and the District Property from all damage or accident. The County shall be solely and fully responsible for damage done during the Work to existing structures, furnishings, equipment, buildings, walks, roads, trees, landscaping, and/or improvements in all of County's working areas, including, without limitation, on the Work Site and any portion of the District Property. The County shall provide adequate protection therefor. If temporary removal is necessary of, or any damage results to, any of the High School's improvements, the County agrees to replace the same at County's expense with at least the same kind, quality, and size of improvements as those removed or damaged.
6. Existing Conditions. The County is responsible for verifying all measurements and existing conditions, including, but not limited to, the location of any underground utilities, conduits, pipes, or similar improvements in and around the Work Site prior to the start of any Work. If County's failure to properly verify measurements results in any damage, harm, or impairment to existing conditions (e.g., underground utilities, conduits, pipes), the County shall be solely responsible for rectifying and resolving any such damage, harm, or impairment. The County shall maintain in operation the drainage lines, storm drains, sewers, water, gas, electrical, steam, telephone, data transmission, and other utility service lines servicing the High School. County shall ensure that its contractor(s) maintain in operation the drainage lines, storm drains, sewers, water, gas, electrical, steam, telephone, data transmission, and other utility service lines servicing the High School. District will provide County with documents in its possession relating to the location and type of such utilities.
7. Permits. The County, at no expense to the District, shall obtain any and all required approvals, permits, registrations, inspections, or similar items, if any, from all agencies or authorities with jurisdiction, including DSA review and approvals if necessary.
8. Access to Work. District and its representatives shall at all times have access to the Work wherever it is in preparation or in progress. County and its contractor(s) shall provide safe and proper facilities for such access.
9. Change in Scope of Work. Reserved.
10. Indemnity. To the extent permitted by law, County shall ensure that its contractors, agents, representatives, and consultants agree to indemnify, defend, and hold harmless

District, its respective elected officials, officers, employees, agents, representatives, consultants, and volunteers from and against any and all claims, suits, actions, damages, costs, liabilities, obligations, expenses, fines, or penalties (collectively "claims") of any kind, nature, and description, including, but not limited to attorneys' fees and costs directly or indirectly resulting from or arising out of the performance of the Work and maintenance of the Work Site, including, but not limited to, injury or death of any person, damage or loss to property, any non-compliance with any federal, state, or local laws or regulations, investigations, and/or remediation by County or County's consultants, contractors, or agents, except to the extent that such claims result from the negligence or willful misconduct of District. The District shall have the right to accept or reject any legal representation that County proposes to defend District under this section.

11. Insurance. County and its contractors shall procure, prior to commencement and maintain for the duration of the Work, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work pursuant to this Agreement. County's liabilities, including, but not limited to, indemnity obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and County's failure to maintain coverage as required, or when requested, may be treated by the District as a material breach of contract and will have the right to any legal remedies provided by law.

11.1 Minimum Scope and Limits. During performance of the Work, County and its contractors, and any other person or entity permitted onto the Work Site on behalf of County, shall obtain and maintain at least as broad as the following scopes and limits:

11.1.1 Commercial General Liability. Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location, or the general aggregate limit shall be twice the required occurrence limit.

11.1.2 Commercial Automobile Liability, Any Auto. Two million dollars (\$2,000,000) per accident for bodily injury and property damage, for liability arising out of activities performed by or on behalf of the Party or its contractors, or automobiles owned, leased, hired, or borrowed by each Party or its contractors.

11.1.3 Workers' Compensation Liability and Employers' Liability. For all of County employees who are subject to this Agreement and to the extent required by the applicable state or federal law, County shall keep, in full force and effect, a Workers' Compensation policy pursuant to the requirements of the California Labor Code and Employers' Liability insurance for One Million Dollars (\$1,000,000). County shall require the same coverage of its contractors for its contractor's employees.

11.2 Verification of Coverage. Prior to any Work, County shall furnish District with:

11.2.1 Certificates of insurance or consent to self-insure, showing evidence of the required insurance coverages. County 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.

11.2.2 Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that

insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before any Work commences.

11.2.3 County and its contractors shall provide an endorsement naming the District and its elected officials, officers, employees, agents, representatives, consultants, and volunteers, as additional insureds, with respect to the general liability and automobile liability policies. The coverage shall contain no special limitations on the scope of protection afforded to these additional insureds.

### 11.3 Other Insurance Provisions.

11.3.1 For any claims related to the Work or the Work Site, County's insurance coverage shall be primary insurance as respects the additional insureds. Any insurance or self-insurance maintained by the additional insureds shall be in excess of County's insurance and shall not contribute with it.

11.3.2 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the additional insureds.

11.3.3 County's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11.3.4 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

11.3.5 With the exception of Professional Liability Insurance, if any, and Workers' Compensation Insurance, and Employers' Liability Insurance, County shall ensure that all policies shall be written on an occurrence form.

12. Criminal Background Investigation. County shall be responsible for ensuring compliance with the provisions of Education Code Section 45125.2, or any successor statute for any project performed where, in the determination of the District, there may be more than limited contact with students. For any such project or portion thereof, as an alternative to requiring the fingerprinting and clearance of all County employees or contractors, County shall ensure that (a) a physical barrier is installed at the worksite to limit contact with pupils by County or its contractors; or (b) all of a contractor's employees are continually monitored by a County employee or contractor employee who has been fingerprinted and cleared in accordance with Education Code section 45125.1.

13. Compliance with Laws. County and its contractors shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If County or its contractors perform any Work that is in violation of any laws, ordinances, rules or regulations, the District shall not be responsible for any costs arising from such violations.

14. Labor Code Requirements. To the extent applicable, the County shall ensure that its contractors comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates and the general prevailing rate for holiday and overtime

work as determined by the Director of the Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District pursuant to Labor Code section 1770 et seq. Copies of the prevailing rate of per diem wages are on file with the District. In addition, the County's contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with Section 1720, and including Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by contractor or subcontractors.

15. Hazardous Materials. With respect to the existence or use of Hazardous Materials (as defined below) on the Work Site or District Property, District and County agree to the following provisions:

15.1 As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term Hazardous Materials includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, Section 66261.30 et seq., (ii) defined as a "hazardous waste" pursuant to Paragraph 5 of 42 U.S.C. § 6903, the federal Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), or (iii) defined as a "hazardous substance" pursuant to Paragraph 14 of 42 U.S.C. § 9601, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.). The term "Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services) which regulates the use, storage, release, or disposal of any Hazardous Materials.

15.2 County shall not cause or permit any Hazardous Materials to be generated, brought onto, used, stored, or disposed of in or about the Work Site, District Property, or any improvements constructed by County. County shall comply with all Hazardous Materials Laws.

15.3 Any handling, transportation, storage, treatment, disposal, or use of Hazardous Materials in or about the Work Site, District Property, and any County improvements shall be the responsibility of County and shall strictly comply with all applicable Hazardous Materials Laws and the provisions of this Agreement.

15.4 County shall indemnify, defend upon demand with counsel reasonably acceptable to District, and hold harmless District and its trustees, officials, officers, employees, agents, representatives, consultants, and volunteers from and against any liabilities, losses, claims, damages, lost profits, consequential damages, interest, penalties, fines, monetary sanctions, attorneys' fees, experts' fees, court costs, remediation costs, investigation costs, and other expenses which result from or arise in any manner whatsoever out of the County or its contractor's use, storage, treatment, transportation, release, or disposal of Hazardous Materials on or about the Work Site, District Property, and any improvements constructed by the County.

15.5 In the event that County or its elected officials, officers, employees, agents, representatives, consultants, volunteers, or contractors cause or allow any Hazardous Materials to be released, spilled, or otherwise exposed through or during its Work on the Work Site or access onto District Property, County shall be solely responsible for all costs



associated with the proper handling, mitigation, remediation, and disposal of the Hazardous Materials and all related cleanup.

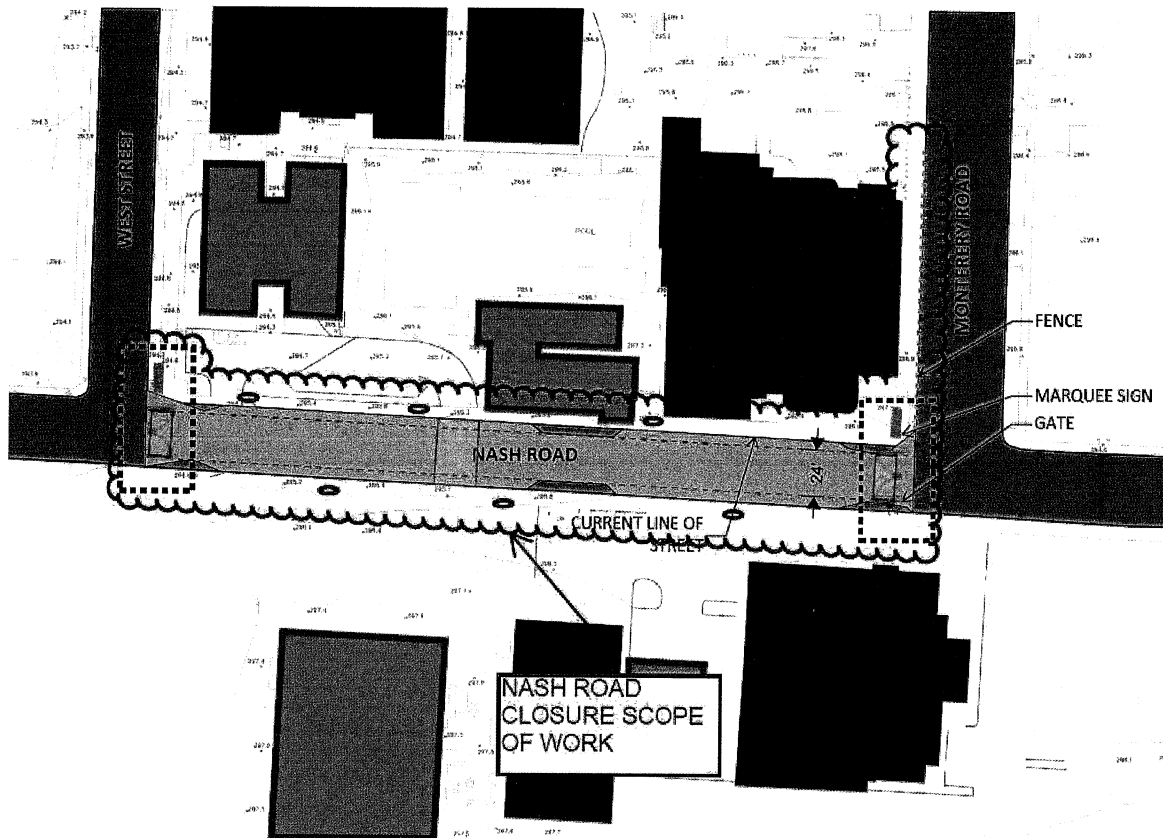
16. Studies and Investigations. County shall conduct such independent investigations, studies and tests as it deems necessary or appropriate concerning County's proposed use and/or the suitability of the Unimproved District Property for County's intended purposes, including studies related to requirements or limitations imposed on the use of the land and/or its use, and shall not rely upon any representations by District with regard to the condition or past or proposed use of either the Unimproved District Property or any portion of the District Property.

[END OF EXHIBIT C.]

**EXHIBIT D**  
**ACCESS ROAD SITE DIAGRAM**



**EXHIBIT E**  
**DEPICTION OF NASH ROAD CLOSURE AREA**



**EXHIBIT F**  
**NASH ROAD IMPROVEMENTS**

**1. NASH ROAD CLOSURE**

- a. Closure gates at Nash Road and West Street, and at Nash Road and Monterey Street.
- b. Traffic calming measures on Nash Road between West Street and Monterey Street (e.g., traffic bulbs, curbs, speed regulating measures).
- c. Crosswalks with warning flashers, including associated curb cuts on Nash Road at West Street, and at Monterey Street.
- d. Signage and truncated domes along Nash Road, as needed and approved by City/County.
- e. Landscaping along Nash Road, as needed.

**2. TRAFFIC CALMING AND SAFETY MEASURES**

- a. Traffic calming measures and devices on Monterey Street, West Street, Powell Street, B Street, and D Street, including:
  - i. Speed bulbs;
  - ii. Speed humps; and/or
  - iii. Speed tables.
- b. Solar radar speed display(s) on Powell Street.



## **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

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**Item Number: 30.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: RESOURCE MANAGEMENT AGENCY**

**DEPT HEAD/DIRECTOR: Larry I. Perlin**

**AGENDA ITEM PREPARER: James Polfer**

**SBC DEPT FILE NUMBER:**

**SUBJECT:**

**RESOURCE MANAGEMENT AGENCY - J. GUERTIN**

Adopt a resolution delegating authority to certain County personnel to sign or otherwise execute documents required to participate in federal transportation funding programs.

SBC FILE NUMBER: 105

RESOLUTION NO: 2017-96

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

From time to time, the County applies for and is awarded federal funding for various transportation related infrastructure improvement projects. Federal regulations (23 CFR 172.9 (d)) require that a local agency that is awarded funding designate a full-time, public employee to be in responsible charge of each project. The role of the responsible charge is to ensure that the work performed on any project is complete, accurate, and consistent with the terms, conditions, and requirements of the funding agreement. The responsible charge's duties include:

- Administering activities including, but not limited to, contract negotiation, contract payment, and evaluation of compliance, performance, and quality of services provided by

consultants.

- Being familiar with the contract requirements, scope of services , and products to be delivered by consultants.
- Being familiar with the qualifications and responsibilities of consultants' staff and evaluating requested changes in key personnel.
- Scheduling and attending progress and project review meetings, commensurate with the magnitude, complexity, and type of work, to ensure that projects are progressing in accordance with established scopes of work and schedule milestones.
- Ensuring consultant costs that are invoiced are allowable in accordance with federal cost principles and consistent with contract terms, as well as the acceptability and progress of consultants' work.
- Evaluating and participating in decisions for any contract modifications.
- Documenting contract monitoring activities and maintaining supporting contract records, as specified in 2 CFR 200.333.

The California Department of Transportation (Caltrans) administers the Federal Highway Administration federal funding received by the County. Section 2.12 of the Caltrans Local Assistance Procedures Manual (LAPM) states the responsible charge individual must be employed directly by the local agency directly receiving federal funds. A consultant cannot be designated as the responsible charge of a project. The responsibilities of the responsible charge may be shared among a number of public employees. However, neither the federal regulation nor the LAPM requires the employee in responsible charge to be an engineer.

On February 17, 2010, the Board adopted Resolution 2010-17 delegating authority to execute documents involved in the participation of federally funded transportation projects to the San Benito County Public Works Director and/or San Benito County Public Works Engineer and/or San Benito County Public Works Administrator and/or San Benito County Road Commissioner.

Following reorganization of the County's Public Works Department into the Resource Management Agency and the requirements found in 23 CFR 172.9 and the Caltrans LAPM, it is necessary to clarify and update the authority delegated under Resolution 2010-17.

#### **BUDGETED:**

#### **SBC BUDGET LINE ITEM NUMBER:**

#### **CURRENT FY COST:**

#### **STAFF RECOMMENDATION:**

Adopt resolution delegating authority to certain County personnel to sign or otherwise execute documents required to participate in federal transportation funding programs.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution	9/5/2017	Resolution



1  
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**BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO**

**A RESOLUTION OF THE SAN BENITO ) Resolution No. 2017-\_\_\_\_**  
**COUNTY BOARD OF SUPERVISORS )**  
**APPROVING DELEGATION OF AUTHORITY )**  
**FOR EXECUTING CALTRANS DOCUMENTS )**

**WHEREAS**, the County of San Benito (County) is a recipient of federal financial assistance from the U. S. Department of Transportation (DOT) administered by the California Department of Transportation (Caltrans), for certain County transportation projects; and

**WHEREAS**, participation in federal and State funding programs requires that, in accordance with 23 CFR 172.9 (d), agencies receiving federal funding designate a full-time, public employee in responsible charge of each project to sign or otherwise execute certifications and program documents; and

**WHEREAS**, on February 17, 2010, the County's Board of Supervisors (Board) adopted Resolution 2010-17 delegating authority to execute documents mentioned herein and any amendments thereto to the San Benito County Public Works Director and/or San Benito County Public Works Engineer and/or San Benito County Public Works Administrator and/or San Benito County Road Commissioner; and

**WHEREAS**, the County's Public Works Department was consolidated with other County departments into the County's Resource Management Agency (RMA) becoming a Division of the RMA and further renamed as the Engineering Services Division of the RMA; and

**WHEREAS**, the County's Board desires to clarify and further delegate full time personnel holding certain positions in the County the authority to sign or otherwise execute documents required to participate in the funding programs including the County Administrative Officer, the Director of the RMA, the County Engineer, the Engineering Services Division (ESD) Manager, and the ESD Senior Engineer.

**NOW, THEREFORE, BE IT RESOLVED**, by the San Benito County Board of Supervisors that the San Benito County Administrative Officer, the Director of the RMA, the County Engineer, the Engineering Services Division (ESD) Manager, and the ESD Senior Engineer are authorized to execute all certifications and program documents involved with participation in federally funded road and bridge projects including Master Agreements, Program Supplemental Agreements, Cooperative Agreements, Right of Way Certifications, Fund Exchange Agreements, various Project Certifications and/or Fund Transfer Agreements and any amendments thereto with Caltrans.

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE  
COUNTY OF SAN BENITO THIS 12<sup>TH</sup> DAY OF SEPTEMBER 2017, BY THE  
FOLLOWING VOTE:

Ayes: Supervisor(s):  
Noes: Supervisor(s):  
Absent: Supervisor(s):  
Abstain: Supervisor(s):

By: Jaime De La Cruz, Chair

ATTEST:  
Chase Graves, Clerk of the Board

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

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

By:   
Erin Liem, 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

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**Item Number: 31.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: RESOURCE MANAGEMENT AGENCY**

**DEPT HEAD/DIRECTOR: John Guertin**

**AGENDA ITEM PREPARER: Adam Goldstone**

**SBC DEPT FILE NUMBER: 105**

**SUBJECT:**

**RESOURCE MANAGEMENT AGENCY - J. GUERTIN**

Approve paying the County's share of CalPers contributions for a temporary Account Clerk III in the Resource Management Agency.

SBC FILE NUMBER: 105

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The Resource Management Agency has 4.0 FTE vacancies within its administrative staff. A current staff member is on temporary leave creating a situational vacancy. These vacant positions have contributed a backlog of fiscal and personnel processes including accounts payable, accounts receivable, invoicing land developers, requesting reimbursements of grants and road projects, government reporting, personnel action plans and evaluations. The Agency is in the process of reorganization before recruiting to fill those vacancies. In the meantime, temporary assistance is needed to assist staff with year-end closings, preparing for the upcoming road audit, and bringing fiscal assignments current. The duration, depending on the timeline of filling

vacancies, is expected to be short-term.

The Agency has located an individual who is willing to work in a temporary capacity as an Account Clerk III during this interim period. This individual has previously worked for San Benito County in a fiscal position and knows the particular governmental accounting procedures and formats. Additionally, this individual was instrumental in assisting with the integration into New World and is knowledgeable with information technology. This experience may be a crucial benefit with the upcoming interfaces of CAMS and Accela into New World.

The 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 that 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:**

\$3,000

**STAFF RECOMMENDATION:**

Approve paying the County's share of CalPers contributions for a temporary Account Clerk III in the Resource Management Agency.

**ADDITIONAL PERSONNEL:** Yes



## **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

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**Item Number: 32.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: RESOURCE MANAGEMENT AGENCY**

**DEPT HEAD/DIRECTOR: J. Guertin**

**AGENDA ITEM PREPARER: Adam Goldstone**

**SBC DEPT FILE NUMBER: 105**

**SUBJECT:**

**RESOURCE MANAGEMENT AGENCY - J. GUERTIN**

Approve contract with Mesiti-Miller Engineering for design services for the Nash Road Bypass Road in an amount not exceed \$153,140 for the term of September 12, 2017 through December 31, 2018, contingent upon the San Benito High School District, the City of Hollister and the County of San Benito executing Amendment #1 to the Interagency Cooperation Agreement Regarding Nash Road.

SBC FILE NUMBER: 105

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The Board approved a contract last year with Mesiti-Miller Engineering to prepare a preliminary design for the Regional Park access road. The contract now before you is for preparation of the final construction documents for the proposed road. The project is estimated to have a total cost of \$1.25 million with the goal of completing the road by August 2018.

Staff requests that the Board approve this contract for engineering services related to this project contingent upon the San Benito High School District, the City of Hollister and the County of San

Benito executing Amendment #1 to the Interagency Cooperation Agreement Regarding Nash Road.

Note - Also on your agenda is an amendment to the previously approved Interagency Agreement regarding the County Regional Park. Approval of this engineering contract is contingent upon the Board's approval of the Agreement amendment.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Approve Contract with Mesiti-Miller Engineering for design services for the Nash Road Bypass Road project in an amount not exceed \$153,140 for the term of September 12, 2017 through December 31, 2018, contingent upon the San Benito High School District, the City of Hollister and the County of San Benito executing Amendment #1 to the Interagency Cooperation Agreement Regarding Nash Road.

**ADDITIONAL PERSONNEL:** No

**BOARD ACTION RESULTS:**

**ATTACHMENTS:**

Description	Upload Date	Type
Mesiti-Miller Engineering Contract	9/1/2017	Standard Contract

## **CONTRACT**

The COUNTY OF SAN BENITO ("COUNTY") and Mesiti-Miller Engineering, 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 September 12, 2017, and end on December 31, 2018, unless sooner terminated as specified herein.

**2. Scope of Services.**

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

**3. Compensation for Services.**

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

**4. General Terms and Conditions.**

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

**5. Insurance Limits.**

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

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

**6. Termination.**

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

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

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



**8. Information about Contract Administrators.**

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

Contract Administrator for COUNTY:

Name: Brent Barnes

Title: Resource Management Agency Director

Address: 2301 Technology Parkway

Hollister, California 95023

Telephone No.: 831-636-4170

Fax No.: 831-636-4176

Contract Administrator for CONTRACTOR:

Name: Rodney Cahill

Title: Principal

Address: 224 Walnut Ave., Suite B

Santa Cruz, CA 95060

Telephone No.: 831-426-3186

Fax No.: \_\_\_\_\_

**SIGNATURES**

APPROVED BY COUNTY:

\_\_\_\_\_  
Name: Jaime De La Cruz

Chair, Board of Supervisors

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

APPROVED BY CONTRACTOR:

Rodney Cahill  
\_\_\_\_\_  
Name: Rodney Cahill

Title: Principal

Date: 8-11-17

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

Erin E. Liem  
\_\_\_\_\_  
By: Erin E. Liem, Deputy County Counsel

Date: 9/1/17

## **ATTACHMENT A**

### **SCOPE OF SERVICES**

CONTRACTOR shall provide Engineering Services for the design of a new access road for the proposed County Regional Park project. The new road is located on San Benito High School property and is approximately 3,000 feet long, connecting Nash Road and San Benito Street. The road will be two lanes wide with Class I bike lanes where feasible and Class II bike lanes at a minimum.

The final roadway design will be based on the current Schematic Design with more detail. The new Nash Road intersection will become a 3-way stop and the new intersection with San Benito Street will be 1-way stop controlled on the minor direction of San Benito Parkway.

As future traffic increases, further intersection improvements will be warranted such as traffic signals with new dedicated turn lanes and lighting. Other upgrades including curbs, gutters, drainage piping, sidewalks, landscaping may also be added and are not part of the current project.

Services shall include the following:

#### **Task One - Project Management, Coordination and Meetings**

1. Attend a kick-off meeting with County and other stakeholders to gather information about the project and to establish the criteria to be used in developing the final design.
2. Coordinate with the Land Surveying sub consultant to prepare a legal description and exhibits map of the proposed road right of way.
3. Coordinate with the Geotechnical Engineering sub consultant to incorporate their recommendations for the project including earthworks and pavement and to provide a geotechnical plan review letter.
4. Coordinate with the Traffic Engineering sub consultant to develop the detailed design of the project layout, grading, profiles, sections, signage and striping.
5. Provide the team management, coordination and administrative support necessary for Contractor to perform these services.

#### **Task Two - 60% Plans and Specifications**

1. Coordinate with County and sub-consultants to provide the 60% design.
2. Prepare the following plans:
  - 1) Title Sheet
  - 2) General Notes
  - 3) Demolition Plans
  - 4) Roadway Layout Plans
  - 5) Grading Plans
  - 6) Drainage Plans
  - 7) Utility Plans
  - 8) Striping and Signage Plans

End of Attachment A

- 9) Cross Sections and Details
  - 10) Erosion Control Plan
  - 11) Existing Conditions Plans
3. Provide a table of contents for the technical specifications sections of the special project provisions in Caltrans standard format.
  4. Provide an engineer's opinion of estimated construction costs. Caltrans standard cost items will be used where possible.

#### **Task Three - 95% Plans and Specifications**

1. Meet with County to discuss comments on the 60% submittal and prepare minutes.
2. Prepare the 95% plans.
3. Provide technical specifications sections of the special project provisions in Caltrans standard format.
4. Update the engineer's opinion of estimated construction costs.

#### **Task Four - 100% Plans and Specifications**

1. Meet with County to discuss comments on the 95% submittal and prepare minutes.
2. Prepare the 100% plans.
3. Provide technical specifications sections of the special project provisions in Caltrans standard format.
4. Update the engineer's opinion of estimated construction costs.

#### **Task Five - Construction Support**

Contractor understands the County will provide or contract separately for daily construction site inspection, Resident Engineer, compaction and asphalt testing. Contractor will be available to support the County by responding to technical questions relating to the design intent.

1. Respond to bidders questions relating to the plans and technical specifications.
2. Review submittals for general compliance with the plans and technical specifications. Multiple re-submittal reviews would be additional services.
3. Respond to Requests for Information regarding the plans and technical specifications.

#### **Additional Services**

The following is a partial list of work currently exclude from the scope of services: Field or Construction Surveying, Water Main Design, Utility Design, Lighting or

Electrical Design, Landscape Architecture, Environmental Permitting, Signalized Intersections or Crosswalks, Temporary Traffic Control Plans, Front End or Boiler Plate Specifications, Construction Contracts, Construction Management, Site Inspections, Setting Survey Monuments, and filing Record of Survey Map.

Additional services are those items not specifically mentioned under the scope of proposed services outlined above and/or those that may arise as a result of unforeseen conditions during the project. All additional scope of work services will be pre-authorized by County in writing and billed on a time and expense basis in accordance with the Standard Billing Rates.



## **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 \$ 153,140 \_\_\_\_\_,

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:

## Schedule of Standard Billing Rates

Effective through December, 2017

### Office Personnel

Engineer I	\$ 110 / hour
Engineer II	\$ 125 / hour
Engineer III ( <i>licensed P.E.</i> )	\$ 145 / hour
Engineer IV ( <i>licensed P.E.</i> )	\$ 165 / hour
Engineer V ( <i>licensed P.E.</i> )	\$ 185 / hour
Principal Engineer	\$ 195 / hour
Expert Witness Services	\$ 325 / hour
Deposition, court appearance and preparation	
Administrative Assistant	\$ 80 / hour
CAD Technician I	\$ 80 / hour
CAD Technician II	\$ 100 / hour
Field Technician I	\$ 95 / hour
Field Technician II	\$ 120 / hour
Minimum Consultation Fee	\$ 500

### Reimbursable Expenses

<b>Sub-Consultants</b>	Direct Billing x 1.10
<b>Outside Services</b>	Direct Cost x 1.15
Printing, delivery, equipment rental and other direct project expenses	
<b>In-House Services</b>	
Photocopies	\$ 0.10 sheet
Plotting -internal check plots on bond	\$ 2.00 sheet
-final plots on bond	\$ 10.00 sheet
<b>Travel</b>	
Automobile mileage	\$ 0.60 mile
Airfare, Car Rental, etc.	Direct Cost x 1.15
Per Diem Allowance (varies by location)	\$ 150/day

**Engineering Fee Estimate prepared for San Benito County**  
**Design Services for San Benito Parkway Phase 1 Final Design - Revision 1**

MME Project Number: 16182-1

8/2/2017

Item	Task Description	Personnel and Hourly Billing Rates							Total Fee
		Principal Engineer	Engineer V	Engineer IV	Engineer III	Engineer II	Engineer I	Admin Assist	
		\$195	\$185	\$165	\$145	\$125	\$110	\$80	
<b>Task One - Project Management</b>									
1	Kickoff Meeting	4				2			\$1,030
2	Coordinate Surveyor	1				2			\$445
3	Coodinate Geotechnical	1				2			\$445
4	Coordinate Traffic	2				4			\$890
5	Management and Admin	4				4	2	4	\$1,820
<b>Subtotals:</b>		12	0	0	0	14	2	4	<b>\$4,630</b>
<b>Task Two - 60% Design</b>									
1	Telecons and liasons	4				4	2	4	\$1,820
2	Plans - Title	2					4		\$830
	General Notes	1					2		\$415
	Demolition Plans	2				4	4		\$1,330
	Drainage Plans	6				16	12		\$4,490
	Utility Plans	4				8	8		\$2,660
	Drainage and Utility Details	4				8	8		\$2,660
	Erosion Control	1				4	4		\$1,135
3	Technical Specs Contents	1				2			\$445
4	Cost Estimate	4				8	8		\$2,660
<b>Subtotals:</b>		29	0	0	0	54	52	4	<b>\$18,445</b>
<b>Task Three - 95% Design</b>									
1	Telecons and liasons	4				4	2	8	\$2,140
2	Plans - Title	1				2	2		\$665
	General Notes	1					2		\$415
	Demolition Plans	2				4	4		\$1,330
	Drainage Plans	6				12	12		\$3,990
	Utility Plans	4				8	12		\$3,100
	Drainage and Utility Details	2				8	12		\$2,710
	Erosion Control	2				8	8		\$2,270
3	Technical Specs	8				16	12		\$4,880
4	Cost Estimate	4				8	4		\$2,220
<b>Subtotals:</b>		34	0	0	0	70	70	8	<b>\$23,720</b>
<b>Task Four - 100%</b>									
1	Telecons and liasons	4				4	2	8	\$2,140
2	Plans - Title	1				2	1		\$555
	General Notes	1					2		\$415
	Demolition Plans	1				2	2		\$665
	Drainage Plans	6				8	8		\$3,050
	Utility Plans	4				4	4		\$1,720
	Drainage and Utility Details	2				4	8		\$1,770
	Erosion Control	1				4	4		\$1,135
3	Technical Specs	4				12	16		\$4,040
4	Cost Estimate	4				4	4		\$1,720
<b>Subtotals:</b>		28	0	0	0	44	51	8	<b>\$17,210</b>
<b>Task Five - Construction Support</b>									
1	Respond to bidders questions	1				2			\$445
2	Review Submittals	2				16			\$2,390
3	Respond to RFIs	4				12			\$2,280
<b>Subtotals:</b>		7	0	0	0	30	0	0	<b>\$5,115</b>
<b>MME Services Subtotal:</b>								<b>\$69,120</b>	
<b>Reimbursable Expenses</b>									
1	Plotting and Mileage								\$46
2	Surveyor's Legal Description of Easement - Edmundson						\$ 3,200	1.1	\$3,520
3	Traffic Engineering - Mott Macdonald						\$70,500	1.1	\$77,550
4	Geotechnical Engineering Plan Review - Butano						\$ 2,640	1.1	\$2,904
<b>Subtotals:</b>									<b>\$84,020</b>
<b>Total:</b>									<b>\$153,140</b>
This is our estimate based on currently available information. We may redistribute compensation between tasks to be consistent with the hours of services provided, but shall not exceed the total unless approved by the Client.									
This estimate is based on hourly rates effective through December 2017.									

END OF ATTACHMENT B



## **ATTACHMENT C**

### **General Terms and Conditions**

#### **C-1. INDEMNIFICATION.**

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

#### **C-2. GENERAL INSURANCE REQUIREMENTS.**

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

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

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

#### **C-3. INSURANCE COVERAGE REQUIREMENTS.**

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

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

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

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

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

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

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

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

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

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

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

#### **C-8. INDEPENDENT CONTRACTOR.**

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

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

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

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

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

#### **C-11. NONDISCRIMINATION.**

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

#### **C-12. BANKRUPTCY.**

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

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

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

### **C-14. NEGOTIATED CONTRACT.**

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

### **C-15. SEVERABILITY.**

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

### **C-16. ENTIRE CONTRACT.**

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

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

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

### **C-18. TERMINATION.**

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

### **C-19. NOTICES.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C-29. COUNTERPARTS.**

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

**END OF ATTACHMENT C.**



**ATTACHMENT D**  
**Specific Terms and Conditions**

**Licensed Architects, Landscape Architects, Professional Engineers and  
Professional Land Surveyors**

The rights and duties of the parties to this contract are additionally governed by the following specific, additional terms and conditions:

**D-1. INDEMNIFICATION.** With regard to CONTRACTOR'S performance of design services under this contract, as those services are defined in California Civil Code section 2782.8, paragraph C-1 of Attachment C to this contract is hereby modified, superceded and replaced by this paragraph D-1. With regard to CONTRACTOR'S performance of services under this contract that are not described in section 2782.8, paragraph C-1 of Attachment C to this contract shall continue to govern the indemnification rights and obligations of the parties.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the COUNTY and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, COUNTY's employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of CONTRACTOR includes the duty of defense, inclusive of that set forth in California Civil Code section 2778. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this contract. CONTRACTOR shall not be liable under this indemnification provision if COUNTY has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence, recklessness or willful misconduct. CONTRACTOR'S indemnification obligations shall be apportioned pursuant to the principles of comparative fault, according to proof of COUNTY'S negligence, recklessness or willful misconduct, if any. The obligations set forth herein shall continue beyond the terms of this contract.

**D-2. ADDITIONAL SPECIFIC TERMS AND CONDITIONS:** (check one)

☒ There are no additional specific terms and conditions.

☐ The following additional specific terms and conditions shall apply: (Specify)

**END OF ATTACHMENT D.**





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

Mark Medina  
District No. 1

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

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**Item Number: 33.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: RESOURCE MANAGEMENT AGENCY**

**DEPT HEAD/DIRECTOR: J. Guertin**

**AGENDA ITEM PREPARER:**

**SBC DEPT FILE NUMBER: 790**

**SUBJECT:**

**RESOURCE MANAGEMENT AGENCY - J. GUERTIN**

- 1) Authorize County Administrative Officer to execute necessary amendment(s) to Professional Services Agreement between the County of San Benito and University of Pacific McGeorge School of Law for Hearing Officer Services, on a form approved by County Counsel, increasing the total contract amount not to exceed \$50,000.00; and
- 2) In accordance with Chapter 1.07 of the San Benito County Code, appoint University of Pacific McGeorge School of Law to serve as a County Hearing Officer for administrative hearings as set forth in Section 1.07.040 and to conduct hearings as provided under Chapters 1.03, 1.04, 1.06, 11.15, and 13.01, as well as, to serve as the Administrative Hearing Officer for extended amortization hearings under Ordinance 949 and to serve as Administrative Hearing Officer on designated matters related to Panoche Valley Solar Project.

SBC FILE NUMBER: 790

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The Board is hereby requested to appoint the University of Pacific McGeorge School of Law as a

County Hearing Officer for San Benito County. The County is in need of qualified professional services for administrative hearings pertaining to, but not limited to, Animal Control, Building, Cannabis Cultivation, Code Enforcement, Land Use, Public Nuisances and Zoning pursuant to Chapters 1.03, 1.04, 1.06, 11.15 and 13.01 of the San Benito County Code.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

- 1) Authorize County Administrative Officer to execute necessary amendment(s) to Professional Services Agreement between the County of San Benito and Silver & Wright, LLP for Hearing Officer Services, on a form approved by County Counsel, increasing the total contract amount not to exceed \$50,000.00; and
- 2) In accordance with Chapter 1.07 of the San Benito County Code, appoint Silver & Wright, LLP to serve as a County Hearing Officer for administrative hearings as set forth in Section 1.07.040 and to conduct hearings as provided under Chapters 1.03, 1.04, 1.06, 11.15, and 13.01, as well as, to serve as the Administrative Hearing Officer for extended amortization hearings under Ordinance 949 and to serve as Administrative Hearing Officer on designated matters related to Panoche Valley Solar Project.

**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

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**Item Number: 34.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: RESOURCE MANAGEMENT AGENCY**

**DEPT HEAD/DIRECTOR: J. Guertin**

**AGENDA ITEM PREPARER:**

**SBC DEPT FILE NUMBER: 790**

**SUBJECT:**

**RESOURCE MANAGEMENT AGENCY - J. GUERTIN**

- 1) Authorize County Administrative Officer to execute Professional Services Agreement between the County of San Benito and Silver & Wright, LLP for Hearing Officer Services, for an amount not to exceed \$10,000.00; and
- 2) Authorize County Administrative Officer to execute necessary amendment(s) to Professional Services Agreement between the County of San Benito and Silver & Wright, LLP for Hearing Officer Services, on a form approved by County Counsel, increasing the total contract amount not to exceed \$50,000.00; and
- 3) In accordance with Chapter 1.07 of the San Benito County Code, appoint Silver & Wright, LLP to serve as a County Hearing Officer for administrative hearings as set forth in Section 1.07.040 and to conduct hearings as provided under Chapters 1.03, 1.04, 1.06, 11.15, and 13.01, as well as, to serve as the Administrative Hearing Officer for extended amortization hearings under Ordinance 949 and to serve as Administrative Hearing Officer on designated matters related to Panoche Valley Solar Project.

SBC FILE NUMBER: 790

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The Board is hereby requested to appoint the Silver & Wright, LLP to serve as a County Hearing Officer for San Benito County. The County is in need of qualified professional services for administrative hearings pertaining to, but not limited to, Animal Control, Building, Cannabis Cultivation, Code Enforcement, Land Use, Public Nuisances and Zoning pursuant to Chapters 1.03, 1.04, 1.06, 11.15 and 13.01 of the San Benito County Code.

**BUDGETED:****SBC BUDGET LINE ITEM NUMBER:****CURRENT FY COST:****STAFF RECOMMENDATION:**

- 1) Approve Professional Services Agreement between the County of San Benito and Silver & Wright, LLP for Hearing Officer Services, for an amount not to exceed \$10,000.00; and
- 2) Authorize County Administrative Officer to execute necessary amendment(s) to Professional Services Agreement between the County of San Benito and Silver & Wright, LLP for Hearing Officer Services, on a form approved by County Counsel, increasing the total contract amount not to exceed \$50,000.00; and
- 3) In accordance with Chapter 1.07 of the San Benito County Code, appoint Silver & Wright, LLP to serve as a County Hearing Officer for administrative hearings as set forth in Section 1.07.040 and to conduct hearings as provided under Chapters 1.03, 1.04, 1.06, 11.15, and 13.01, as well as, to serve as the Administrative Hearing Officer for extended amortization hearings under Ordinance 949 and to serve as Administrative Hearing Officer on designated matters related to Panoche Valley Solar Project.

**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

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**Item Number: 35.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: SHERIFF'S DEPARTMENT**

**DEPT HEAD/DIRECTOR:** Darren Thompson, Sheriff-Coroner

**AGENDA ITEM PREPARER:** Kellie Kennedy

**SBC DEPT FILE NUMBER:** 110

**SUBJECT:**

**SHERIFF'S DEPARTMENT - D. THOMPSON**

Receive Information Report: Inmate Welfare Expenditures for FY 2016-17.

SBC FILE NUMBER: 110

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

Penal Code Section 4025(e) states, "the money and property deposited in the Inmate Welfare fund shall be expended by the Sheriff primarily for the benefit, education, and welfare of the inmates confined within the jail. Any funds that are not needed for the welfare of the inmates may be expended for the maintenance of the county facilities. Maintenance of the county jail may include, but not limited to, the salary and benefits of personnel used in the programs to benefit inmates, including but not limited to education, drug and alcohol treatment, welfare, library, accounting, and other programs deemed appropriate by the Sheriff. Inmate Welfare funds shall not be used to pay required county expenses of confining inmates in a local detention system, such as meals, clothing, housing, or medical services or expenses, except that Inmate Welfare funds may be used to augment those required county expenses as determined by the Sheriff to be

in the best interest of the inmates. An itemized report shall be submitted annually to the Board of Supervisors."

Allowable expenses for fiscal year 2016-17 totaled \$18,129.85. The balance of this fund as of June 30, 2017 is \$243,275.30.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Information only; no recommended action

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description

IWF Expenditures

IWF Balance Sheet

Upload Date

8/21/2017

8/21/2017

Type

Backup Material

Financial Report

**FY 2016-17  
INMATE WELFARE EXPENDITURES**

<b>Personnel</b>	5,361.71
<b>Communications</b>	809.87
<b>Household Expense</b>	2,471.12
<b>Maintenance of Building</b>	1,100.00
<b>Maintenance of Equipment</b>	111.15
<b>Professional Svcs</b>	7,682.00
<b>Special Department Expense</b>	594.00
	<b>18,129.85</b>



**San Benito County Jail  
Inmate Welfare Expenditures  
FY 2016-2017**

All expenditures are made through the general operating budget and offset with a transfer of funds from the Inmate Welfare Fund to the department's revenue.

**Salaries = \$5,361.71**

Staff time for managing inmate welfare fund, accounting for inmate funds and deposits.

**Communications = \$809.87**

Internet access for inmate programs is paid through this line item.

**Household = \$2,471.12**

Expenditures under this object code consist of general grooming supplies for the inmates, water jug for the pods and headphones for a hearing impaired inmate.

**Maintenance of Buildings & Grounds = \$1,100.00**

The expenses incurred for maintenance of buildings and grounds is the monthly pest control for the facility.

**Maintenance of Equipment = \$111.15**

This expenditure pertained to the supplies needed for wall mounting the televisions in the inmate pods.

**Professional Services = \$7,682.00**

The expense for inmate law research is paid through this object code.

**Special Department Expense = 594.00**

This is a licensing cost which allows movies to be shown within the facility.

## Balance Sheet by Fund

Through 06/30/17

Detail Listing

Include Rollup Account/Rollup to Base

Account	Account Description	Current YTD Balance	Prior Year Total Actual	Net Change	Change %
Fund Category Governmental Funds					
Fund Type General Fund					
Fund 423.40.4300 - Sheriff Trust Fund.Sheriff.Prisoner Welfare					
ASSETS					
<b>101</b>	<b>Cash</b>				
101.990000000	Cash Cash	243,275.30	212,099.30	31,176.00	14.70
	<b>101 - Cash Totals</b>	<b>\$243,275.30</b>	<b>\$212,099.30</b>	<b>\$31,176.00</b>	<b>14.70%</b>
<b>113</b>	<b>Receivables</b>				
113.116	Receivables Accounts Receivable	.00	7,905.92	(7,905.92)	(100.00)
	<b>113 - Receivables Totals</b>	<b>\$0.00</b>	<b>\$7,905.92</b>	<b>(\$7,905.92)</b>	<b>(100.00%)</b>
	<b>ASSETS TOTALS</b>	<b>\$243,275.30</b>	<b>\$220,005.22</b>	<b>\$23,270.08</b>	<b>10.58%</b>
LIABILITIES AND FUND EQUITY					
LIABILITIES					
<b>201</b>	<b>Payables</b>				
201.101	Payables Accounts Payable	.00	.00	.00	+++
201.105	Payables Checks Clearing	.00	.00	.00	+++
	<b>201 - Payables Totals</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>
<b>290</b>	<b>Deferred Inflows</b>				
290.002	Deferred Inflows Unearned revenues	.00	.00	.00	+++
	<b>290 - Deferred Inflows Totals</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>
	<b>LIABILITIES TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>
FUND EQUITY					
<b>310</b>	<b>Fund Balance</b>				
310.101	Fund Balance Restricted	219,526.47	219,526.47	.00	.00
	<b>310 - Fund Balance Totals</b>	<b>\$219,526.47</b>	<b>\$219,526.47</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>340</b>	<b>Fund Balance</b>				
340.101	Fund Balance Assigned	478.75	478.75	.00	.00
	<b>340 - Fund Balance Totals</b>	<b>\$478.75</b>	<b>\$478.75</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>350</b>	<b>Fund Balance</b>				
350.101	Fund Balance Unassigned	.00	.00	.00	+++
	<b>350 - Fund Balance Totals</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>
	<b>FUND EQUITY TOTALS Prior to Current Year Changes</b>	<b>\$220,005.22</b>	<b>\$220,005.22</b>	<b>\$0.00</b>	<b>0.00%</b>
	Prior Year Fund Equity Adjustment	.00			
	Fund Revenues	(41,399.93)			
	Fund Expenses	18,129.85			
	<b>FUND EQUITY TOTALS</b>	<b>\$243,275.30</b>	<b>\$220,005.22</b>	<b>\$23,270.08</b>	<b>10.58%</b>
	<b>LIABILITIES AND FUND EQUITY TOTALS</b>	<b>\$243,275.30</b>	<b>\$220,005.22</b>	<b>\$23,270.08</b>	<b>10.58%</b>
	<b>Fund 423.40.4300 - Sheriff Trust Fund.Sheriff.Prisoner Welfare Totals</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>



## **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

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**Item Number: 36.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: SHERIFF'S DEPARTMENT**

**DEPT HEAD/DIRECTOR:** Darren Thompson, Sheriff-Coroner

**AGENDA ITEM PREPARER:** Kellie Kennedy

**SBC DEPT FILE NUMBER:** 110

**SUBJECT:**

**SHERIFF'S DEPARTMENT - D. THOMPSON**

Approve Augmentation to the Sheriff's Operations Schedule of Fixed Assets, Expenditures and Revenue to re-budget AB 109 funds approved in fiscal year 2015-16 for the completion of the TracNet records management project in the amount of \$60,000. **(4/5 vote)**

**SBC FILE NUMBER:** 110

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

On January 26, 2016 your Board approved the purchase of a Records Management System (RMS) and Jail Management System (JMS) through TracNet-Public Safety Software Solutions in the total amount of \$320,000. Although the majority of the project has been completed, and both the operations and jail divisions are using the new system, the California Law Enforcement Telecommunications System (CLETS) replacement has not been completed. This work requires coordination with the department, TracNet, County IT and the Department of Justice.

The remaining contract cost is \$60,000 which includes the CLETS implementation switch, regional

data sharing inclusion, Coplink regional feed inclusion, interface activation, and the final completed system acceptance. This request requires an amendment to the Schedule of Fixed Assets as well as an augmentation to the Sheriff's expenditure and revenue schedules.

**BUDGETED:**

No

**SBC BUDGET LINE ITEM NUMBER:**

Expenditures: 1175.1000.650.302 (fixed assets) 1175.1000.590.001 (transfer in inter-fund trust)

**CURRENT FY COST:**

\$60,000

**STAFF RECOMMENDATION:**

Approve the amendment to the Sheriff's Schedule of Fixed Assets to re-budget TracNet Records Management; and increase expenditures (fixed assets) in the amount of \$60,000; and increase revenue (transfer in inter-fund trust) in the amount of \$60,000. **(4/5 vote).**

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
Budget Adjustment	8/21/2017	Budget Adjustment/Transfer Form
Prior Board Actions	8/21/2017	Staff Report

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

Please Indicate Type:

Fiscal Year: 2017-18  
Department: Sheriff - Operations  
Org Key: 101.40.1175

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

**Appropriation Increases:**

G / L String	Description	Revenues	Expenditures
101.40.1175.1000.590.001	Transfer In Interfund Transfer In	\$ 60,000	
101.40.1175.1000.650.302	Fixed Asset - Other Than Computer		60,000
<b>Total</b>		\$ 60,000	\$ 60,000.00

**Transfers of Existing Appropriations:**

G / L String	Description	From	To
		\$	\$
<b>Total</b>		\$	\$

Comments: Rebudget allocated AB109 appropriation from FY 2016-17  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submitted: [Signature]  
Department Head/Authorized Signature  
Verification of Sufficient Funds: [Signature]  
Auditor-Controller  
Approval: [Signature]  
Administrative Officer

8/3/2017  
Date  
8/3/17  
Date  
8.3.17  
Date

Approval by Board of Supervisors

\_\_\_\_\_  
Date

Attested:

Clerk of the Board: \_\_\_\_\_ Vote: \_\_\_\_\_ Yes \_\_\_\_\_ No

**AUDITOR USE ONLY**

Budget Adjustment No: \_\_\_\_\_

Date Batch Input Completed: \_\_\_\_\_



**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

**BOARD OF SUPERVISORS**

MARGIE BARRIOS  
District One  
ANTHONY SOTELHO  
District Two  
ROBERT RIVAS  
District Three  
JERRY MUENZER  
District Four  
JANIE DE LA CRUZ  
District Five

**Item Number: 29.**

**MEETING DATE:** 1/26/2016

**DEPARTMENT:** SHERIFF'S DEPARTMENT

**DEPT HEAD/DIRECTOR:** Darren Thompson

**AGENDA ITEM PREPARER:**

**SBC DEPT FILE NUMBER:** 110

**SUBJECT:**

**SHERIFF'S OFFICE - D. THOMPSON**

Approve the amendment to the Sheriff's Schedule of Fixed Assets to include the records Management System (RMS) and Jail Management System (JMS); approve the proposal with TracNet for the purpose of Law Enforcement Records Management and Jail Management System, including installation, in the amount of \$320,000; and approve the augmentation to the Sheriff's Schedule of Expenditures (fixed assets) in the amount of \$320,000 and revenue (trust transfer) in the same amount.(4/5 vote).  
SBC FILE NUMBER: 110

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The San Benito County Sheriff's Office seeks Board approval for the purchase of a new law enforcement information system in the form of an inter-operable records management and jail management system with funds appropriated by the Community Corrections Partnership group through AB109.

Our current systems are end of life, not inter-operable and are not capable of producing many of the mandated reports for AB109, Prop 47, and numerous Public Records Act requests currently being prepared by hand.

TracNet, the identified and desired service provider of the new system is well established at Hollister Police Department as well as on the Monterey Peninsula. This new system has many modern desired features and will allow interoperability and collaborative information sharing both locally and regionally.

In visiting facilities with operable TracNet systems, positive reports were received. County Counsel has produced a sole source justification based on the above information. County Information Technology has also assessed and is in favor of this purchase.

**SBC BUDGET LINE ITEM NUMBER:**

101.40.1175.1000.576.012; 101.40.1175.1000.650.303

**CURRENT FY COST:**

320,000/Annual cost \$32,000

**STAFF RECOMMENDATION:**

Approve the amendment to the Sheriff's Schedule of Fixed Assets to include the records Management System (RMS) and Jail



Approve the amendment to the Sheriff's Schedule of Fixed Assets to include the records management system (RIMS) and Jail Management System (JMS); and approve the attached proposal with TracNet for the purpose of Law Enforcement Records Management and Jail Management System, including installation, in the amount of \$320,000; and approve the augmentation to the Sheriff's Schedule of Expenditures (fixed assets) in the amount of \$320,000 and revenue (trust transfer) in the same amount (4/5 vote)

**ADDITIONAL PERSONNEL:** No

**BOARD ACTION RESULTS:**

Approved per staff recommendation. (5/0 vote)

**ATTACHMENTS:**

Description	Upload Date	Type
Staff Report	1/20/2016	Backup Material
Proposal Cover Letter	1/20/2016	Backup Material
Proposal Acceptance	1/20/2016	Backup Material
Software Produce License Agreement	1/20/2016	Backup Material
Agreement Attachment A	1/20/2016	Backup Material
Software Maintenance Service Plan	1/20/2016	Backup Material
CCP Meeting Minutes 9-22-14	1/20/2016	Backup Material
CCP Meeting Minutes 6-8-15	1/20/2016	Backup Material
Budget Adjustment Form	1/20/2016	Backup Material

**REVIEWERS:**

Department	Reviewer	Action	Date
Sheriff's Department	Kennedy, Kellie	Approved	12/5/2015 - 2:55 PM
Sheriff's Department	Valdez, Louie	Approved	12/8/2015 - 9:22 PM
County Counsel	Valdez, Louie	Approved	12/11/2015 - 12:18 PM
Finance	Valdez, Louie	Approved	12/11/2015 - 12:18 PM
County Administration Office	Valdez, Louie	Approved	12/11/2015 - 12:18 PM



**TO: Board of Supervisors**

**FROM: Captain Tony Lamonica**

**RE: Acceptance of contract with TracNet for Law Enforcement Records  
and Jail Management System**

---

**SUMMARY:**

On November 16<sup>th</sup> 2015, the Community Corrections Partnership approved this Sheriff's Office recommendation to accept the proposal of TracNet for a new state-of-the art corrections and law enforcement records/database management system in the amount of \$320,000.00.

The new systems fill a critical need in our Sheriff's Office for comprehensive, state-of-the art databases on arrestees, convicts, and inmates to relieve us of administrative detail, assist with criminal investigations, and comply with state and federal reporting requirements.

**DISCUSSION:**

San Benito County Sheriff, Hollister PD, Probation and the District Attorney's Office are all working on separate and disparate information systems with regards to the criminal justice system. Just in the Sheriff's Office the records management system and the jail management system do not share information, making tracking and reporting for almost any occasion challenging. Tracking AB109 inmates on separate systems has been time consuming, challenging and filled with redundancy.

The concept of regionalizing information systems was proposed to CCP with the goal to have Hollister PD and the San Benito Sheriff's Office on the same information sharing system, resulting in seamless access and sharing of information. Access to the new proposed RMS/JMS provided by TracNet will result in such sharing as well as allow view only access to the District Attorney's Office and Probation.

TracNet is an existing system in use by Hollister PD, who highly recommends them as a service provider. Our proposal is to sole source this service provider based on seamless information sharing, interoperability, and their existence and track record of service already established in our area.

TracNet has provided a very comprehensive proposal with aggressive pricing which we believe will address the short comings of our existing systems which have reached end of life.

The system provided by TracNet will allow information sharing and access in real time between Hollister PD, San Benito SO, San Benito DA and San Benito Probation. We will also share our information regionally with Monterey County SO and the majority of the Police Departments in the Monterey Peninsula. Additionally we will be expanding our CLETS message switch to allow capacity for Hollister PD to be on board in ways never before possible. Although we strongly recommend the preservation of

LEA Web, workstations can be placed in their police department allowing direct access to the San Benito County CLETS switch.

Additionally Hollister PD is getting the ability to route their Interact Mobile CLETS to the San Benito County CLETS switch should they desire to utilize that for mobile CLETS. Hollister will have the advantage of now having access to the San Benito County data on their local system through the inclusion of San Benito County data in the Regional Data System. They will have the ability to Pre-Book through transfer of their booking information from Hollister PD to the San Benito County Jail through the San Benito County Jail provided Pre-Booking interface. Finally, there are inherent advantages in times of disaster and major incidents to having all the local law enforcement on the same Reporting system enabling the seamless documentation of events by city and county law enforcement utilizing the same automated system

### **What follows is a summary of the TracNet RMS/JMS software package:**

#### **Base Records Management System software**

Server Software

Client "For The Office" Software - 32 Licenses

Client "In Field" Mobile RMS Licenses -15 Licenses

Includes:

Property Bar Coding

Scanned Documents Attachment

Audio File Attachment

Integrated Images

CopLink Interface into Regional System

Data Inclusion and Access to Regional Data

Warrant information (Not repository)

E-CARS DOJ Reporting Software

#### **Base Jail Management System Software**

Server Software

Client JMS Software - Same Building - 33 Licenses

LiveScan Interface - 1 License

Includes:

Wristband Printing

VINES Interface

SSA Reporting

DOJ MACR Reporting

AB 109 Reporting

#### **CLETS Switch**

TracNet will provide 25 CLETS licenses for in-office non-wireless CLETS workstations in San Benito County Sheriff's Office, Hollister Police Department, and other DOJ authorized CLETS workstations located in government offices in San Benito County.

TracNet will also provide one CLETS switch port configured to support an Interact Mobile Switch. The Interact Mobile Switch may be used by the Hollister Police Department, San Benito County Sheriff's Office or other San Benito County Government Agencies or a combination of the above as authorized by California State Department of Justice and the San Benito County Sheriff's Office. The cost for one Interact Mobile Switch Interface and server configuration is included. Additional Interact Mobile Switch interfaces may be obtained for a cost of \$15,000 per interface.

**TracNet Supplied Licenses, Equipment and Services**

- RMS, JMS and CLETS server and application software
- I Series relational data base server hardware and OS
- Installation and configuration of the TracNet Software and I series OS
- Indicated Licenses for the TracNet Application Software
- Conversion of RMS and JMS data
- On-Site Training

**San Benito County Sheriff's Office Provided Equipment and Services**

- Ethernet network and all network configuration, security, firewalls, and access points
- All network configurations including NetMotion on a secured wireless network with the mobile computers configured and operational on the wireless network
- All PC workstations and printers configured and operational on the network
- Windows server(s) for storing images, documents and audio files
- Microsoft Word for all client PC workstations on TracNet system
- 110 volt power and back-up power for the workstations, printers and servers
- Rack location, power, Ethernet connections and IP Addressing for servers
- Ongoing I Series IBM Hardware\Software maintenance contracted directly with IBM by San Benito County Sheriff's Office
- TracNet MSP Agreement
- VPN access to TracNet for Installation and Ongoing support

**Pricing**

TracNet is offering the TracNet RMS, JMS and CLETS switch system including all stated licenses, IBM I Series server, software installation, agreed data conversion, configuration and training for a total upfront system cost as follows:

System Cost: \$ 320,000

Annual MSP: \$32,000

The TracNet Annual Maintenance Service Plan covering all of the TracNet Products is provided for one year and then billed annually payable in advance in July of each year (cost included for the first year) while TracNet system is used by the San Benito County Sheriff's Office.

The following is a summary of the anticipated installation schedule once we have board approval and a contract with TracNet:

## **Interfaces and licensing:**

### **TracNet Software Licenses Supplied**

TracNet is providing the following application licenses:

<u>Application License</u>	<u>Quantity</u>
Base Records Management System server software	1
Base Jail Management System server software	1
Base CLETS switch server software	1
Client Records Management System software	32
Client Jail Management Software	33
Client CLETS Access	25
CLETS Interact Port	1
E-CARS/DOJ Reporting integration software	1
Regional Data Sharing	1
Coplink Feed	1
Livescan Interface	1
TracNet Agency Pre-Booking for San Benito County Jail	1
Mobile RMS and In-field Reporting Licenses	15
VINES Interface	1
Coplogic Interface	1
Outfile inmate 3 <sup>rd</sup> party interface	1

### **Project Timeline**

<u>Project Milestone</u>	<u>Estimated Completion Date</u>
(Assumption – Contract ratified Day 1)	
Data Analysis of existing San Benito Data/Narratives	Day 60
Conversion Test and agency acceptance	Day 90
Equipment procurement, Installation & Configuration	Day 120
Final Data Conversion into TracNet RMS/JMS	Day 150
Records Management Implementation	Day 180

Jail Management System Implementation	Day 210
CLETS implementation switch	Day 240
Regional Data Sharing Inclusion	Day 270
Coplink Regional Feed Inclusion	Day 300
Interface Activation	Day 300

**OTHER AGENCY INVOLVEMENT:**

Three law enforcement agencies were contacted as references to verify their satisfaction with the records management/jail management system and customer service provided by TracNet: Hollister Police Department, Monterey County Sheriff's Office, and Calaveras County Sheriff's Office. All three agencies reported to us that they are quite pleased.

**FISCAL/BUDGET IMPACT:**

Due to the Community Corrections Partnership providing the funding for the records management/jail management system this would not impact the general budget Adopted for FY 2015-2016.

Consequently, in approving the contract with TracNet, Board action is also required to increase the appropriations authority of the Sheriff's Office under Fixed Assets (equipment) to fund the \$320,000.00 expenditure and to realize sufficient offsetting revenue. We have identified the revenue to offset the additional expenditure, leaving our budgeted New County Cost for FY 2015-2016 unchanged.

The contract has an additional component for a yearly maintenance cost of \$32,000.00. However, no budget augmentation is being requested to cover the first year maintenance cost as it is already covered in the \$320,000.00. The Sheriff's Office will absorb the cost of the maintenance contract after the first year the law enforcement/jail management system is in place.

# National Auto Fleet Group

A division of Chevrolet of Watsonville  
490 Auto Center Drive, Watsonville, CA 95076  
855 BUY-NJPA 626-457-5590  
855 289-6572 626-457-5593

August 25, 2017

Capt. Eric Taylor  
San Benito County Sheriff  
2301 Technology Pkwy  
Hollister, Ca 95023  
Delivery Via Email

Dear Cap. Taylor,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Hollister, new/unused 2018 Ram SSV 4x4 Admin Pkg 1500 Crew Cab responding to your requirement with the attached specifications for \$ 32,015.00 plus, State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the NJPA master vehicle contract# 120716-NAF.

Selling price	32,015.00
Sales tax 8.25	2,641.23
Tire tax	8.75
Delivery	325.00
Total	34,989.98

Terms are net 30 days.  
Delivery 60-90 days ARO

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard  
National Law Enforcement Sales Manager  
National Auto Fleet Group  
Wondries Fleet Group  
626-656-8431 O  
714-2641867 C  
562-684-4672 F  
[Buzzard5150@gmail.com](mailto:Buzzard5150@gmail.com)



# National Auto Fleet Group

A division of Chevrolet of Watsonville  
490 Auto Center Drive, Watsonville, CA 95076  
855 BUY-NJPA 626-457-5590  
855 289-6572 626-457-5593

August 25, 2017

Capt. Eric Taylor  
San Benito County Sheriff  
2301 Technology Pkwy  
Hollister, Ca 95023  
Delivery Via Email

Dear Capt. Taylor,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Hollister, [REDACTED]  
[REDACTED] responding to your requirement with the attached specifications for \$ 24,640.00 plus  
State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the NJPA  
master vehicle contract# 120716-NAF.

Selling price	24,640.00
Sales tax 8.25%	2,032.80
Tire tax	8.75
Delivery	325.00
Total	27,006.55

Terms are net 30 days.

Delivery 30 days ARO, unit in due in any day

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard  
National Law Enforcement Sales Manager  
National Auto Fleet Group  
Wondries Fleet Group  
626-656-8431 O  
714-2641867 C  
562-684-4672 F  
[Buzzard5150@gmail.com](mailto:Buzzard5150@gmail.com)





**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

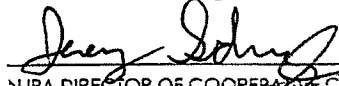
NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

NJPA Contract # 120716-NAF

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC, National Auto Fleet Group

Authorized Signatory's Title Fleet Manager

  
VENDOR AUTHORIZED SIGNATURE

Jesse Coquet  
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF



## **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: 38.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: SHERIFF'S DEPARTMENT**

**DEPT HEAD/DIRECTOR:** Darren Thompson, Sheriff-Coroner

**AGENDA ITEM PREPARER:** Kellie Kennedy

**SBC DEPT FILE NUMBER:** 110

**SUBJECT:**

**SHERIFF'S DEPARTMENT - D. THOMPSON**

Approve out-of-state travel for Veterans Peer Response team member to attend "Veterans: What First Responders Need to Know", in Concord, MA. held September 28-30. 2017; and approve budget adjustment increasing travel expenditures in the Sheriff's Operations budget by \$9,000 and offsetting revenue in the same amount from the Sheriff's Veterans Peer Response Fund. (4/5 vote)

**SBC FILE NUMBER:** 110

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The Veteran's Peer Response Team has identified a class on the east coast which is a mirror of the class that has been developed for first responders on the west coast. The intent of attending this class is to observe and compare content and curriculum in an effort to standardize teaching objectives and methods. In turn, Boston's response team will attend our next class which is scheduled for November 16, 2017. We are currently in the process of developing Module II for

our existing class and would like to do it with a national model in mind. Via phone conference, we have been able to determine that the Veteran's Administration is more involved with this east coast class than they are in the west coast. Through collaboration and networking we hope to remedy this.

The class, hosted by Concord Police Department in Concord, MA, will be held September 28-30, 2017. Ron Riviera, MSW, will be attending this training on behalf of our Peer Response Team.

Mr. Riviera is a former Marine Corps medic (combat veteran) and a honorably retired Oakland Police Officer. He is the Second in Command for our Peer Response Team which bases its success on military peers responding to military peers.

The estimated cost for this request is \$1,629.50. This includes airfare (\$451); lodging (\$615); meals (\$188.50) and airport parking/cab fare (\$375). Donations from the Veteran's Peer Response Fund will be used to offset this cost. It is requested your Board approve a budget augmentation in the amount of \$9,000 from this fund for this travel request and to offset additional training this fiscal year. Please note, although additional out-of-state travel is not anticipated, Board approval will be sought should the circumstance arise.

**BUDGETED:**

No

**SBC BUDGET LINE ITEM NUMBER:**

Expenditure: 1175.1000.619.194 (Travel) ; Revenue 1175.1000.570.001 (Sheriff-Donations)

**CURRENT FY COST:**

This request \$1,629.50 (approximately); Budget adjustment request \$9,000

**STAFF RECOMMENDATION:**

Approve out-of-state travel for Second in Command Ron Riviera to attend training in Concord, MA., September 28-30, 2017; approve budget adjustment increasing travel expenditures in the Sheriff's Operations budget by \$9,000 and offsetting revenue in the same amount from the Sheriff's Veterans Peer Response Fund.

**ADDITIONAL PERSONNEL:** No

**BOARD ACTION RESULTS:**

Approve out-of-state travel to Concord, MA for Veteran's Peer Response training; and approve augmentation to the Sheriff's schedule of expenditures (travel/meetings) and revenue (Sheriff's Donations) in the amount of \$9,000 (4/5 vote).

**ATTACHMENTS:**

## Description

Out-of-State Travel Request

Budget Adjustment

Conference Flier

## Upload Date    Type

9/6/2017

Other

9/6/2017

Budget Adjustment/Transfer Form

9/7/2017

Backup Material

☒ Out of State Travel (requires Board approval per GC §24058)

Person(s) & Department Requesting Travel	Dates	Location and Nature of Meeting
Sheriff – Operations Ron Riviera, Veterans Peer Response Trainer	September 27-30, 2017	Veterans: What First Responders Need to Know

**ESTIMATED COSTS:** ☐ GENERAL FUND ☒ OTHER FUND: Veterans Peer Response

REGISTRATION:

LODGING: \$ 615.00 plus tax

MEALS:	188.50
--------	--------

AIRFARE/CAR:	451.00
--------------	--------

Other: Airport parking/Cab Fare	375.00
---------------------------------	--------

**TOTAL: \$ 1,629.50 (approximately)**

☐ APPROVED

☐ NOT APPROVED

Approved by:

Jaime De La Cruz

TITLE:

Chariman, Board of Supervisors

Chairman of Board or CAO or Dept Head

DATE:

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

Please Indicate Type:

Fiscal Year: 2017-18

Department: Sheriff - Operations

Org Key: 101.40.1175

☒

**Appropriation/Est. Revenue Increase**

(Requires 4/5 Board of Supervisors Approval)

☐

**Contingency Transfer**

(Requires 4/5 Board of Supervisors Approval)

☐

**Interdepartmental Transfer or**

**Interobject Transfer >\$25,000**

(Requires Board of Supervisors Approval)

☐

**Interobject Transfer <\$25,000**

(Requires Admin. and Auditor Approval)

**Appropriation Increases:**

G / L String	Description	Revenues	Expenditures
101.40.1175.1000.570.001	Sheriff - Donations	\$ 9,000	
101.40.1175.1000.619.194	Sheriff Training / Meetings		9,000
Total		\$ 9,000	\$ 9,000.00

**Transfers of Existing Appropriations:**

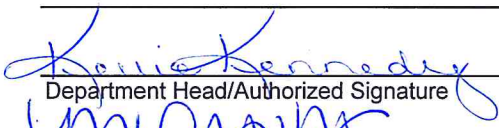
G / L String	Description	From	To
		\$	\$
Total		\$	\$

Comments: Modify budget to provide for Veterans Peer Response Training

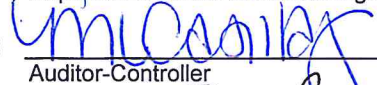
\_\_\_\_\_

\_\_\_\_\_


\_\_\_\_\_

Submitted:   
Department Head/Authorized Signature

Date \_\_\_\_\_

Verification of Sufficient Funds:   
Auditor-Controller

Date 9/6/17

Approval:   
Administrative Officer

Date \_\_\_\_\_

Date 9/6/17

Date \_\_\_\_\_

**Approval by Board of Supervisors**

Date \_\_\_\_\_

Attested:

Clerk of the Board: \_\_\_\_\_

Vote: \_\_\_\_\_ Yes \_\_\_\_\_ No

**AUDITOR USE ONLY**

Budget Adjustment No: \_\_\_\_\_

Date Batch Input Completed: \_\_\_\_\_



## VETERANS: What First Responders Need to Know

Presented by: Edith Nourse Rogers Memorial Veterans Hospital (Bedford VA Medical Center)

Hosted By: MPTC

*LOCATION*

**September 28, 2017**

**8 am - 4 pm**

Join us for an 8-Hour presentation by Mental Health and Police service from the Bedford VA. The training provides information and education about specific issues related to combat Veterans, suicide prevention, and VA services-specifically geared towards context with first responders. The training also provides an opportunity to connect with first responders who are also Veterans themselves. Training includes education, video, discussion, and real-life scenarios as learning tools.

### Learning Objectives:

- 1) Learn about post-deployment issues facing returning Veterans. The program will focus specifically on PTSD and reintegration issues, social impact, homelessness, substance abuse, and legal issues affecting Veterans.
- 2) Learn the warning signs of suicide and strategies for prevention for Veterans and first responders
- 3) Learn resources available through the VA and community

### Program Outline

**8- 8:30 a.m.** Sign in

**Morning session: (Approx. 8:30 a.m. – 12 with Breaks).**

Post deployment issues,  
PTSD, suicide prevention for Veterans and Law Enforcement  
Veterans Justice Outreach  
Peer Support

**Lunch approx. (12-1)**

**Afternoon Session (Approx. 1 – 4 with breaks)**

Homelessness Awareness  
Women Veterans  
SMI (Serious Mental Illness )  
VA and non VA Resources and treatment Available

**RSVP TO:** Lisa Ann Reich Email: [lisaann.reich@state.ma.us](mailto:lisaann.reich@state.ma.us) Tel: (781) 437-0326.



**VA**  
**HEALTH CARE**  
Defining  
**EXCELLENCE**  
in the 21st Century

Edith Nourse Rogers Memorial Veterans Hospital  
**BEDFORD VA**  
200 Springs Road, Bedford, MA 01730





## **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

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**Item Number: 39.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: SHERIFF'S DEPARTMENT**

**DEPT HEAD/DIRECTOR: D. THOMPSON**

**AGENDA ITEM PREPARER:**

**SBC DEPT FILE NUMBER: 110**

**SUBJECT:**

**SHERIFF'S DEPARTMENT - D. THOMPSON**

Provide direction to staff regarding a ground-breaking ceremony for the Jail Expansion project; approve naming the New Expansion Portion of the County Jail the "Sheriff Curtis J. Hill Building"; and approve the creation of a permanent monument or marker acknowledging members of the Board of Supervisors, past and present, and others who have worked to make this expansion come to pass.

SBC FILE NUMBER: 110

**AGENDA SECTION:**

REGULAR AGENDA

**BACKGROUND/SUMMARY:**

It has been requested that a ground-breaking ceremony be held for the Jail Expansion project and that the new portion of the facility should receive a name. It has also been requested that the facility have some sort of marker or monument that commemorates the hard work of the Board of Supervisors, San Benito County staff, and others in seeing that this project came to fruition.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Provide direction to staff regarding a ground-breaking ceremony for the Jail Expansion project; approve naming the New Expansion Portion of the County Jail the "Sheriff Curtis J. Hill Building"; and approve the creation of a permanent monument or marker acknowledging members of the Board of Supervisors, past and present, and others who have worked to make this expansion come to pass.

**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

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**Item Number: 40.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: COUNTY ADMINISTRATION OFFICE**

**DEPT HEAD/DIRECTOR: Ray Espinosa**

**AGENDA ITEM PREPARER: Melinda Casillas**

**SBC DEPT FILE NUMBER: 1059**

**SUBJECT:**

**COUNTY ADMINISTRATION OFFICE- R ESPINOSA**

Consideration by the Board of Supervisors for funding for San Benito County Resource Conservation District. (SBCRCD)  
SBC FILE NUMBER: 1059

**AGENDA SECTION:**

REGULAR AGENDA

**BACKGROUND/SUMMARY:**

SBCRCD provides education and outreach to landowners and the general public regarding sustainability in the world of natural resources.

They are a grant funded special district. Other RCDs in the area are part of the general property \$1 share, however the SBCRCD is not. They currently have 4 grants - 3 from the NCRS and 1 from California RCD. The NCRS grants expire 12/17, and the CARCD expires in 2/19. They have at times shut down to no funding options.

They would like to request an allocation of \$10,000 - \$20,000 at the expiration of the 3 NCRS grants (12/17).

They do not fall into either the CBO or Economic Development funding criteria. However it is possible to treat this as a membership and find funding through the General Contributions division anticipated savings. (Redirection within a division)

**BUDGETED:**

No

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Hold discussion regarding the possible funding of request.  
If amount is approved, re-direct funds in the General Contributions division.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description	Upload Date	Type
SBCRCD	8/29/2017	Cover Memo

---

**From:** Camille Abreu-Woida [<mailto:camille@rcdsanbenito.org>]  
**Sent:** Tuesday, August 08, 2017 12:52 PM  
**To:** Melinda Casillas  
**Cc:** Ray Espinosa; 'Cameron Wright'  
**Subject:** RE: Request for Budget Consideration

Hi Melinda,

*The Mission of the San Benito Resource Conservation district is to facilitate the education of landowners, and the general public, about creating and promoting sustainability in all human activities that interface with the world of Natural Resources. The RCD recognizes the need to efficiently and effectively make use of our resources, water, soil and air, while conserving them for the long-term use of generations to come. Members of the Board of Directors attend and participate in district, area and regional meetings related to conservation issues and concerns and bring to the District a diverse prospective of resource conservation.*

The SBRCD is a grant funded special district. Other RCD's in the area...Loma Prieta RCD in Gilroy and Guadalupe Coyote RCD in San Jose receive tax based funds to help them with operating costs. We do not receive any tax based funds. We have 5 board directors who volunteer their time and we hold board meeting monthly.

We currently have 4 grants...3 from the Natural Resource Conservation Service (NRCS), all of which expire Dec. 31, 2017 and 1 through California RCD (CARCD) which expires Feb. 2019.

One of the grants from the NRCS allows me to work on outreach for the RCD but since it expires Dec. 31, 2017 it will eliminate all outreach and grant writing. I started with the RCD in 2008 and since then there have been spans of up to 2 years when no one was in the office due to no grants or other funding coming in.

The SBRCD would like to request funds to keep the RCD operating after Dec. 2017. Whenever we have to shut down for lack of funds when we return it is almost like starting over. We want to continue doing conservation work here in San Benito Co.

Here is a list of our grants:

Grant 272: Worked with over 75 growers and farmers on Irrigation Water Management and Nutrient Management – that entails helping growers keep irrigation records, showing them if they are over or under watering and helping them adjust their schedules to save time, resources and money. We have had 2

IWM workshops and invited farmers and growers to participate so we could help educate them on IWM and offer technical assistance.

Grant 294: Irrigation Evaluation grant helps growers with their irrigation – we evaluate their irrigation systems to help them find flaws and to help them correct those flaws saving time, resources and money.

Grant 235: allows me to work on outreach for the RCD and to address any items that come up, attend meetings and network and collaborate with other organizations. We have had 2 Garden Tours in San Benito Co. showcasing gardens that conserve water and use native and drought tolerant plants. We also showcased a home that used grey water (washing machine water) to water their plants and another home owner had a composting pile for household use.

CARCD Grant: We are currently working on a grant from CARCD that will allow us to achieve Tier 1 accreditation which will allow us to apply for a wider range of grants from the CARCD that can help further outreach for the RCD and to help with conservation matters.

Here is a list of other items we have been associated with:

- present workshops to promote clean water, efficient water use, erosion control, manure management and fire safety.
- maintain and update the [rcdsanbenito.org](http://rcdsanbenito.org) website to publicize special events and conservation opportunities.
- collaborate with neighboring Resource Conservation Districts to support Livestock & Land conservation and education.
- provide programs and materials for all school and community groups in the District on conservation education.
- promote water quality in all conservation activities, as related to non-point source pollution.
- communicate with legislative representatives on the local, state and national level.
- provide guidance and information to all landowners and or operators within the district.
- respond to community concerns of noxious weeds and other invasive plant species
- participate in permit coordination programs to assist landowners in the implementation of environmentally beneficial projects.



The following are just some of the affiliate organizations that the San Benito RCD will continue to partner with, support, and coordinate programs through:

Regional, State and National Conservation Districts and Councils

Sustainable Conservation

University of California Cooperative Extension

USDA/Natural Resources Conservation Service

Monterey Bay National Marine Sanctuary

San Benito County Farm Bureau

National Foundation for Agriculture in the Classroom

Agriculture Water Quality Alliance

Livestock and Land – Ecology Action

Pajaro River Watershed Council

Pajaro Compass Network

Water Resources Association of San Benito Co.

Cdfa

CalWorks

I hope this information is useful, please contact me with any questions...

Thank you for your time and attention to our request,

Camille Abreu-Woida

District Manager

SBRC831-637-4360 ext. 2339

Cell 831-524-6092

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**From:** Melinda Casillas [<mailto:MCasillas@cosb.us>]

**Sent:** Monday, August 07, 2017 9:42 AM





## **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

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**Item Number: 41.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT:**

**DEPT HEAD/DIRECTOR:** Ray Espinosa

**AGENDA ITEM PREPARER:** Barbara Thompson

**SBC DEPT FILE NUMBER:** 149

**SUBJECT:**

**COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

Receive report regarding status of public defender contracts, and provide direction to staff as to whether to prepare an RFP or prepare an amendment extending the existing contracts for the Board's review and approval.

SBC FILE NUMBER: 149

**AGENDA SECTION:**

REGULAR AGENDA

**BACKGROUND/SUMMARY:**

The public defender contract with Gregory LaForge was originally entered on October 26, 2010. The Agreement was amended 2013 and 2014, and currently has an expiration date of October 31, 2017.

The public defender contract with Harry Damkar was originally entered into October 26, 2010. It was amended in 2013 and 2014, and currently has an expiration date of October 31, 2017.

On August 20, 2013, the Board entered into public defender contract with the Law Office of Arthur

Cantu. The contract were originally was due to expire on August 31, 2014, but was extended an Amendment No. 1, in September 2014, to a new expiration date October 31, 2017.

The basic payment arrangements for LaForge and Damkar have remained the same since 2010, with only minor modifications in 2013, when payment provisions regarding special circumstances and homicide cases were added. Art Cantu's payment arrangements have remained the same since September 1, 2014. No increases have been granted since 2013.

The total budget for public defenders is approximately \$999,058 for FY 2017-2018. Of this amount, the base contract to the three primary public defenders is approximately \$596,132. The remainder of costs are primarily for the additional levels of conflict public defender attorneys; and additionally, for costs of any homicide cases, investigations, and indirect charges. The County currently has a cost effective model as compared to the likely expenses of having the public defenders as a County department.

The Board has the following options:

Option 1: Direct staff to send out an RFP with responses due in late September. Evaluations of the responses would occur early October. Negotiation of the contracts would occur early-mid October, and the contracts would be approved by the Board of Supervisors October 24th.

Option 2: Direct staff to negotiate a one year extension to the current public defender contracts.

Option 3: Direct staff to negotiate a two year extension to the current public defender contracts.

Option 4: Direct Staff to negotiate a three-year extension of the current public defender contracts.

One other attorney has contacted the County Counsel's office in the last year expressing an interest in contract public defense work, and the County is currently exploring the pros and cons of establishing a fourth level of conflict defense.

Recommendation:

Due to the current satisfactory performance of the public defenders, and lack of demonstrated benefit for an RFP process, it is recommended that the Board of Supervisors approve Option 4, negotiate and bring back an amendment to the public defender contracts by October 10th, and direct staff to report back to the Board for further evaluation of this subject no later than March 1, 2020 to discuss the merits of an RFP at that time.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

Public Defender Budget

**CURRENT FY COST:**

\$999,058 (approx.)

**STAFF RECOMMENDATION:**

It is recommended that the Board of Supervisors direct staff to pursue Option 4, by negotiating an amended three year extension to the current contracts for the Board's consideration, and bring back such contracts to the Board for approval by October 10, 2017, and to report back to the Board for further evaluation of this subject no later than March 1, 2019; or provide other direction to staff as desired.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description	Upload Date	Type
Contract - Law Office of Arthur Cantu	9/5/2017	Contract
Contract - Law Offices of Gregory M. LaForge	9/5/2017	Contract
Contract - Harry J. Damkar	9/5/2017	Contract

## AMENDMENT TO CONTRACT

# 1

The County of San Benito ("COUNTY") and the Law Office of Arthur Cantu ("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 August 20, 2013, with an effective date of September 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 is extended from the current expiration date of August 31, 2014, to a new expiration date of October 31, 2017.

#### b. Scope of Services. (Check one.)

☒ The services specified in the Original Contract are not modified.

☐ The services specified in the Original Contract 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 are not modified.
- ☒ The payment terms in the Original Contract are modified as specified below:  
(Check one.)
- ☐ The payment terms are modified only as specified below:
- ☒ The payment terms in Sections B-3 and B-4 of Attachment B to the Original Contract are deleted in their entirety and replaced with the following payment terms:

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR:

A. Seventy-Five Thousand Dollars (\$75,000) annually for the term of the contract payable in equal monthly installments of Six Thousand Two hundred and Fifty Dollars (\$6, 250) from September 1, 2014 to October 31, 2017 for services rendered pursuant to the terms and conditions of the Original Contract.

B. An amount not to exceed One Thousand Dollars (\$1,000) per month for the term of the contract (September 1, 2014 to October 31, 2017) to pay for investigative services rendered pursuant to the terms and conditions of the Original Contract at the rate of \$35.00 per hour. CONTRACTOR shall provide the COUNTY with a written itemized monthly bill for the investigative services up to \$1,000 per month. Investigative service charges exceeding the \$1,000 per month shall be the sole responsibility of the CONTRACTOR and not the COUNTY, unless governed by the Special Compensation Terms contained in Section 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)

CONTRACTOR agrees to provide for homicide cases providing that the matter is not a special circumstance case (either capital or life without the possibility of parole) at a maximum of Twenty Five Thousand Dollars (\$25,000) each for attorney services only. Cost of investigative services and related costs are not included, but investigative services shall be paid at the rate of \$35.00 per hour up to a maximum of \$6,000, unless further investigative services are ordered by the Court.

CONTRACTOR agrees to provide services for attempted first-degree homicide cases at a maximum of Twenty-Five Thousand Dollars (\$25,000) each for attorney services only. Cost of investigative services and related costs are not included, but investigative services shall be paid at the rate of \$35.00 per hour up to a maximum of \$6,000, unless further investigative services are ordered by the Court. This special compensation provision shall be limited to two (2) attempted first- degree homicide cases during any of the following time periods: September 1, 2014 - August 31, 2015; September 1, 2015 - August 31, 2016; and September 1, 2016 - October 31, 2017, for a total of six attempted first-degree homicide cases over the life of the contract. All

attempted first-degree homicide cases in excess of the two (2) cases allotted for in any applicable time period set forth above shall be handled by CONTRACTOR under the flat fee provisions of the Original Contract at no extra cost to the COUNTY. CONTRACTOR shall notify the COUNTY in writing when he has been appointed by the court as a public defender in any attempted first-degree homicide case.

In homicide cases involving special circumstances, CONTRACTOR agrees to pay investigative services at the rate of \$35.00 per hour up to a maximum of \$6,000, unless further investigative services are ordered by the Court.

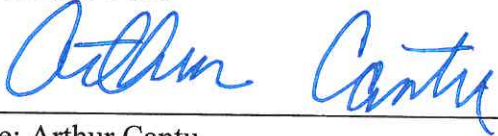
**d. Other Terms.** (Check one.)

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

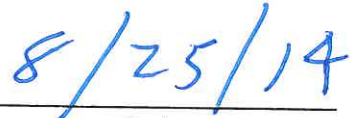
**3. Other Terms.**

All other terms and conditions of the Original Contract (Exhibit 1) that are not changed by this amendment shall remain the same.

**CONTRACTOR**



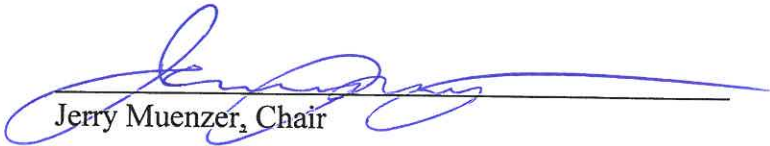
Name: Arthur Cantu

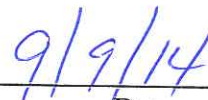


Date

**COUNTY**

San Benito County Board of Supervisors

  
Jerry Muenzer, Chair



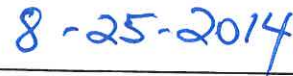
Date

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office



Matthew Granger, County Counsel



Date

**EXHIBIT 1**  
**TO AMENDMENT TO CONTRACT # 1**

**ORIGINAL**  
**CONTRACT**

(Please attach the initial contract and any prior amendments)



## **C O N T R A C T**

The COUNTY OF SAN BENITO ("COUNTY") and the Law Office of Arthur Cantu ("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 September 1, 2014, and end on September 9, 2014.

**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:	\$3,000,000.00
(c)	Comprehensive motor vehicle liability insurance:	\$1,000,000.00
(d)	Workers' Compensation Insurance	minimum of \$100,000 per occurrence for employer's liability.

**6. Termination.**

Not applicable

**7. Specific Terms and Conditions**

Not applicable.

**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.

<b>Name</b>	Ray Espinosa	Arthur Cantu
<b>Title</b>	County Administrative Officer	Attorney at Law
<b>Address</b>	481 Fourth Street Hollister, CA 95023	345 Fifth Street Ste. 7 Hollister, CA 95023
<b>Phone</b>	(831)636-4000	(831)637-2585
<b>Fax</b>	(831)636-4010	

**SIGNATURES**

**APPROVED BY COUNTY:**



Name: Ray Espinosa

County Administrative Officer

Date: 8/28/14

**APPROVED BY CONTRACTOR:**



Name: Arthur Cantu

Title: Attorney at Law

Tax I.D. or Social Security No.: 20-0816598

Date: 8/25/2014

**APPROVED AS TO LEGAL FORM:**

Matt Granger, San Benito County Counsel



By: Matthew Granger

Date: 8-25-2014

**ATTACHMENT A**  
**Scope of Services**

**CONFLICT INDIGENT DEFENSE SERVICES**

**A-1 APPOINTMENTS**

The duties and responsibilities include those described in Government Code Section 27706, as well as legal services as appointed counsel in each of the following instance in which the Superior Court of California for San Benito County (hereinafter the "Court") has the authority to appoint counsel, including, without limitation, the following:

- a. Appointments in all criminal cases (Penal Code 987), except that in the event of any charged homicide offense wherein the client-defendant is subject upon conviction of the offense to either punishment by a) death by execution or b) life in prison with or without the possibility of parole, Contractor will make such court appearance as required to maintain proper legal process and for protection of the client's rights until such time as the County and Contractor, within thirty (30) days after written notice by Contractor to County of the proceedings, can agree that either the Contractor will continue representation with compensation paid in conformity with Section B-4 of Attachment B hereto or County, at its sole option, locates and assigns permanent legal counsel for the client;
- b. Representation of minors in juvenile delinquency proceedings (Welfare and Institutions Code §634 and §700). Contractor shall be obligated to provide such services to minors only if representation does not create an actual conflict of interest with Contractor's obligation to provide legal representation in any concomitant criminal case.
- c. Representation of minors or parents in juvenile dependency cases (Welfare and Institutions Code §317 and §353);
- d. Lanterman-Petris-Short Act proceedings (Welfare and Institutions Code §5276, 5302, 5350, and 5365);
- e. Family law proceedings (Family Code 3150);
- f. Habeas Corpus Proceedings pertinent to underlying criminal cases;
- g. The foregoing enumeration of specific instances does not limit the generality of Contractor's obligation to perform services in all instances in which the Court has authority to appoint counsel.

**A-2 EXTRAORDINARY WRITS**

Attorneys performing services under the Contract are required to perform services persecution of applications for extraordinary writs in state courts of review.

**A-3 CHANGE OF VENUE**

Attorneys performing services under the contract are required to perform services in any court to which a case is transferred on change of venue. The continued representation of defendants in change of venue cases shall be at no additional cost to the County except that the attorneys shall be eligible for reimbursement of travel, lodging, and meal expenses at the County's established rate of reimbursement.

#### **A-4 OTHER SERVICES REQUIREMENTS**

In addition to the general terms and conditions specified in the County's Contract, the following specific terms and conditions shall apply:

- a. **Availability:** Contractor agrees to have an attorney available to provide public defender services when contractor is unavailable. Such attorney is hereinafter referred to as the Adjunct Attorney. In addition to the Contractor possessing a minimum of three years of practice in criminal law, the Adjunct Attorney shall also have a minimum of three years experience in the practice of criminal law. At all times, Contractor shall provide County with the names and qualifications of the Adjunct Attorney providing public defender legal service pursuant to this Contract. Additional professional staff, beyond the Adjunct Attorney, may be an attorney(s) with less than three years experience and/or certified second/third year law students (law students to be under the direction of a staff attorney with at least three years previous experience). Any appearance by a certified second/third year law student shall comply with all of the requirements set forth in California Rules of Court 9.42(d)(3).

Attorneys hired by Contractor to assist Contractor in the delivery of legal services to appointed clients may be retained by Contractor as employees or independent sub-contractor attorneys. The quality of work of any attorney retained by Contractor on a sub-contracted basis shall be directed, reviewed, and evaluated by Contractor on a regular basis to assure competency of legal services. Contractor shall remain responsible for all legal services rendered under this Contract. Contractor shall require any Adjunct Attorney(s) to comply with all provisions of this Contract regardless of the relationship between Contractor and Adjunct Attorney(s).

- b. **Right to Refuse Personnel:** The County reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the Contractor.
- c. **Private Basis:** Contractor agrees not to accept any case on matters within the scope of Contractor's duties under this Contract on a private basis. Contractor shall prohibit all Adjunct Attorneys providing legal services under this Contract from accepting any case on matters within the scope of this Contract. Contractor further agrees not to accept compensation, whether directly or indirectly, from any source other than the County on cases assigned pursuant to this Contract. Contract shall prohibit all Adjunct Attorneys from accepting any compensation, whether directly or indirectly, from any source other than the County on cases assigned pursuant to this Contract.
- d. **License to Practice Law and Required Certification:** All attorneys performing services under the Contract shall be licensed to practice law in the State of

California, be in good standing with the California Bar Association, and shall maintain any and all specialized training, certification and minimum experience qualifications required by the Court in order to provide the indigent defense services outlined in this scope of services.

- e. Standards of Performance: Contractor shall provide for competent, adequate, and effective legal representation for indigent defendants when appointed by the Court from the time of appointment to and including a final adjudication of such case and perform all duties required by Penal Code (PC) §1240.1, even for those cases assigned on the last day of the Contract for services with the County. The Contractor shall provide for the maintenance of quality representation of indigent defendants consistent with constitutional and professional standards.

The duties and responsibilities of counsel as set forth in the federal and state Constitutions, statutes, court decisions, and rules of professional conduct shall be observed and shall include, but not be limited to, the following:

- I. Duty of careful factual and legal investigation (e.g., duty to research the law and raise appropriate objections, duty to investigate medical reports and conduct psychiatric examinations to support a diminished capacity defense, etc.)
- II. Duty to keep the client informed.
- III. Duty to prepare for jury selection, examination of witnesses, submission of instructions, and presentation of argument at trial.
- IV. Duty to know and explore sentencing alternatives.

#### **A-5 STATISTICAL REPORTING**

Attorneys performing services under the Contract shall be responsible for maintaining client records and maintaining and reporting monthly caseload and disposition statistics throughout the term of the Contract. Contractor shall submit a monthly report describing total caseloads and dispositions to the County Administrative Officer or his or her designee. The caseload and disposition report shall be submitted in a form prescribed by the County Administrative Office, attached to this Contract as Exhibit D and incorporated herein by reference. Exhibit D is indicative of the minimum information that will be required for the caseload and disposition report.

Contractor shall keep such records as may be required for the following:

- (a) To enable the Court, inappropriate proceedings, to determine the amount of reasonable attorney's fees for the purpose of assessment of costs pursuant PC §987.8 and/or PC §987.9;
- (b) To enable the County to obtain reimbursement under the provision PC §903.1 of the Welfare and Institutions Code for legal services furnished to certain minors;



- (c) To enable the County to obtain reimbursement from the State of California under the Provisions of GC §15200-15204 and to enable the Court, in appropriate proceedings, to obtain reimbursement under Division IV, commencing with Probate Code §1400;
- (d) To enable the County to obtain reimbursement for the services rendered by the Contractor under any other provisions of law not previously mentioned; and
- (e) Upon reasonable advance notice, to keep any record reasonably required by the County to assist the County in revering any monies in connection with the provision of legal and related services governed under this contract.

#### **A-6 OFFICE LOCATION AND OFFICE HOURS:**

Attorneys performing services under the Contract shall be required to maintain, at all times, an office in the City of Hollister from which to conduct business and for consultation with clients. Contractor shall maintain office hours in the City of Hollister sufficient to provide the necessary representation and coordination of defense for clients assigned to the Contractor under this contract and shall maintain adequate technological equipment for maximum availability to clients. The Contractor shall be responsible for all expenses incidental to conducting a law practice and conflict indigent defense office, including, but not limited to, the following: investigate personnel, clerical support staff, office space, utilities, supplies, library, communications, computer hardware and software, postage, photocopying, local and long-distance telephone calls, furniture, equipment, and maintenance. Contractor further shall provide Contractor's own interpreter except in the courtroom setting. Meetings will be required at the jail or at the office before the day of court to make any court appointment meaningful.

#### **A-7 PRIVATE PRACTICE**

Contractor shall retain the right to maintain a private practice not in conflict with the legal services contracted for under this Contract. For purposes of this paragraph, "conflict" includes without limitation conflicts of interest and conflicts in time.

#### **A-8 CONTINUED DUTY OF REPRESENTATION**

At the expiration of this Contract, Contractor shall carry to conclusion through trial all cases pending at that time, unless a case may be transferred to a successor public defender without prejudice to the client and without unnecessary expense to the county. Contractor will provide such services at the same hourly rate as other attorneys representing the County are paid for similar work as determined by the Court.

#### **A-9 EXTRAORDINARY CIRCUMSTANCES**

Contractor shall notify and consult with the County Administrative Officer to discuss options for dealing with any extraordinary circumstances not specified in this Contract. Contractor and County Administrative officer shall meet and confer to attempt to reach a mutually satisfactory resolution to deal with the extraordinary circumstances. Additional compensation for extraordinary circumstance may be grated before the services are provide, but only after the County has made a determination and order has been issued

following an required hearing or only after the Contractor and County have reached a mutual agreement in writing.

**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-3 and 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**

This nine day Contract is being employed as a stop gap measure to allow the COUNTY to retroactively approve Amendment to Contract #1 to the August 20, 2013, contract between the COUNTY and the CONTRACTOR (hereinafter the "Original Contract"), which amendment extends the term of the Original Contract from September 1, 2014, to October 31 2017. Upon approval of the Amendment to Contract #1, this Contract will have no further legal force or effect.

Further, upon COUNTY approval of Amendment to Contract #1, the amount of compensation paid to the CONTRACTOR will be governed solely by the terms and conditions of Amendment to Contract #1 and the Original Contract. The CONTRACTOR shall not be entitled to receive any monies under this Contract.

COUNTY shall pay to CONTRACTOR:

- A. One-Thousand Eight-Hundred and Seventy-Five Dollars (\$1875.00) for services rendered between September 1, 2014, and September 9, 2014, in a one-time payment as the full amount due and owing under this Contract if, and only if, the Amendment to Contract #1 is not approved at the September 9, 2014, San Benito County Board of Supervisors meeting.

#### **B-4. SPECIAL COMPENSATION TERMS**

CONTRACTOR agrees to provide services for homicide cases wherein the client-defendant is subject upon conviction of the offense to either punishment by 1) death by execution or 2) life in prison with or without the possibility of parole at the hourly rate of \$100 per hour up to a maximum sum of twenty-five thousand Dollars (\$25,000) for attorney services only. Cost of investigative services and related costs are not included, but investigative services shall be paid at the rate

of \$35.00 per hour up to a maximum of six-thousand Dollars (\$6,000), unless further investigate services are ordered by the Court.

**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.**

original

**SAN BENITO COUNTY'S RFQ FOR INDIGENT DEFENSE SERVICES**

**COUNTY'S STANDARD SERVICES CONTRACT**

**C O N T R A C T**

The **COUNTY OF SAN BENITO** ("COUNTY") and Law Office of Arthur Cantu ("CONTRACTOR") enter into this contract ("Contract"), which shall be effective on the date stated in Paragraph 1.

**1. Duration of Contract:**

This Contract shall commence on September 1, 2013, and end on August 31, 2014, unless sooner terminated as specified herein.

**2. Scope of Services:**

CONTRACTOR, for County's benefit, shall perform the full scope of 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:                | \$3,000,000.00  |
| c. Comprehensive Motor Vehicle Liability Insurance: | \$1,000,000.00  |
| d. Workers' Compensation Insurance                  | minimum of \$100,000<br>per occurrence for<br>employer's liability. |

**6. Termination:**

The number of days of advance written notice required for termination of this Contract is ninety (90) days.

**7. Specific Terms and Conditions:**

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

**8. Information About Contract Administrators:**

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

Contract Administrator for COUNTY:

Contract Administrator for CONTRACTOR:

Name: Ray Espinosa  
Title: Interim County Administrative Officer  
Address: San Benito County  
481 Fourth Street  
Hollister, CA 95023

Name: Arthur Cantu  
Title: Attorney at law  
Address: 345 Fifth St. Ste. 7  
Hollister, CA. 95023

Telephone: 831.636.4000  
Fax No: 831.636-4010

Telephone: (831) 637-2585  
Fax No:

**SIGNATURES**

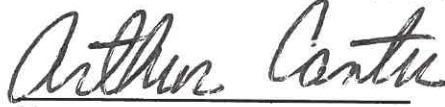
APPROVED BY COUNTY:



Name: Anthony Botelho, Chair  
San Benito County Board of Supervisors

Date: August 20, 2013.

APPROVED BY CONTRACTOR:



Name:

Date: August 12<sup>th</sup>, 2013.

Federal Tax ID No.: 20-0816598

APPROVED AS TO LEGAL FORM:

Matthew Granger, County Counsel

By Matthew Granger

Date: August 12, 2013

## **ATTACHMENT A Scope of Services**

### **Conflict Indent Defense Services:**

#### **A-1 Appointments**

The duties and responsibilities include those described in Government Code Section 27706, as well as legal services as appointed counsel in each of the following instances in which the Superior Court of California for San Benito County (hereinafter the "Court") has the authority to appoint counsel, including, without limitation, the following:

- a. Appointments in all criminal cases (Penal Code 987), except that in the event of any charged homicide offense wherein the client-defendant is subject upon conviction of the offense to either punishment by a) death by execution or b) life in prison with or without the possibility of parole, Contractor will make such court appearance as required to maintain proper legal process and for protection of the client's rights until such time as the County and Contractor, within thirty (30) days after written notice by Contractor to County of the proceedings, can agree that either the Contractor will continue representation with compensation paid in conformity with Section B-4 of Attachment B hereto or County, at its sole option, locates and assigns permanent legal counsel for the client;
- b. Representation of minors in juvenile delinquency proceedings (Welfare and Institutions Code Sections 634 and 700). Contractor shall be obligated to provide such services to minors only if representation does not create an actual conflict of interest with Contractor's obligation to provide legal representation in any concomitant criminal case.
- c. Representation of minors or parents in juvenile dependency cases (Welfare and Institutions Code Section 317 and 353);
- d. Lanterman-Petris-Short Act proceedings (Welfare and Institutions Code Sections 5276, 5302, 5350, and 5365);
- e. Family law proceedings (Family Code 3150);
- f. Probate Code conservatorships (Probate Code 1471);
- g. Habeas Corpus Proceedings pertinent to underlying criminal cases;

The foregoing enumeration of specific instances does not limit the generality of Contractor's obligation to perform services in all instances in which the Court has authority to appoint counsel.

#### **A-2 Extraordinary Writs:**

Attorneys performing services under the Contract are required to perform services in prosecution of applications for extraordinary writs in state courts of review.

### **A-3 Change of Venue:**

Attorneys performing services under the Contract are required to perform services in any court to which a case is transferred on change of venue. The continued representation of defendants in change of venue cases shall be at no additional cost to the County except that the attorneys shall be eligible for reimbursement of travel, lodging, and meal expenses at the County's established rate of reimbursement.

### **A-4 Other Service Requirements:**

In addition to the general terms and conditions specified in the County's Contract, the following specific terms and conditions shall apply:

a. Availability: Contractor agrees to have an attorney available to provide public defender services when Contractor is unavailable. Such attorney is hereinafter referred to as the Adjunct Attorney. In addition to the Contractor possessing a minimum of three years of practice in criminal law, the Adjunct Attorney shall also have a minimum of three years experience in the practice of criminal law. At all times, Contractor shall provide County with the names and qualifications of the Adjunct Attorney providing public defender legal services pursuant to this Contract. Additional professional staff, beyond the Adjunct Attorney, may be an attorney(s) with less than three years experience and/or certified second/third year law students (law students to be under the direction of a staff attorney with at least three years previous experience). Any appearance by a certified second/third year law student shall comply with all of the requirements set forth in California Rules of Court 9.42 (d)(3).

Attorneys hired by Contractor to assist Contractor in the delivery of legal services to appointed clients may be retained by Contractor as employees or independent sub-contractor attorneys. The quality of work of any attorney retained by Contractor on a sub-contracted basis shall be directed, reviewed, and evaluated by Contractor on a regular basis to assure competency of legal services. Contractor shall remain responsible for all legal services rendered under this Contract. Contractor shall require any Adjunct Attorney(s) to comply with all provisions of this Contract regardless of the relationship between Contractor and Adjunct Attorney(s).

b. Right to Refuse Personnel: The County reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the Contractor.

c. Private Basis: Contractor agrees not to accept any case on matters within the scope of Contractor's duties under this Contract on a private basis. Contractor shall prohibit all Adjunct Attorneys providing legal services under this Contract from accepting any case on matters within the scope of this Contract. Contractor further agrees not to accept compensation, whether directly or indirectly, from any source other than the County on cases assigned pursuant to this Contract. Contract shall prohibit all Adjunct Attorneys from accepting any compensation, whether directly or indirectly, from any source other than the County on cases assigned pursuant to this Contract.

d. License to Practice Law and Required Certification: All attorneys performing services under the Contract shall be licensed to practice law in the State of California, be in good standing with the California Bar Association, and shall maintain any and all specialized training, certification and minimum experience qualifications required by the Court in order to provide the indigent defense services outlined in this scope of services.

e. Standards of Performance: Contractor shall provide for competent, adequate, and effective legal representation for indigent defendants when appointed by the Court from the time



of appointment to and including a final adjudication of such case and perform all duties required by Penal Code Section 1240.1, even for those cases assigned on the last day of the Contract for services with the County. The Contractor shall provide for the maintenance of quality representation of indigent defendants consistent with constitutional and professional standards.

The duties and responsibilities of counsel as set forth in the federal and state Constitutions, statutes, court decisions, and rules of professional conduct shall be observed and shall include, but not be limited to, the following:

- i. Duty of careful factual and legal investigation (e.g., duty to research the law and raise appropriate objections, duty to investigate medical reports and conduct psychiatric examinations to support a diminished capacity defense, etc.).
- ii. Duty to keep the client informed.
- iii. Duty to prepare for jury selection, examination of witnesses, submission of instructions, and presentation of argument at trial.
- iv. Duty to know and explore sentencing alternatives.

#### **A-5 Statistical Reporting:**

Attorneys performing services under the Contract shall be responsible for maintaining client records and maintaining and reporting monthly caseload and disposition statistics throughout the term of the Contract. Contractor shall submit a monthly report describing total caseloads and dispositions to the County Administrative Officer or his or her designee. The caseload and disposition report shall be submitted in a form prescribed by the County Administrative Office, attached to this Contract as Exhibit D and incorporated herein by reference. Exhibit D is indicative of the minimum information that will be required for the caseload and disposition report.

Contractor shall keep such records as may be required for the following:

- (a) To enable the Court, in appropriate proceedings, to determine the amount of reasonable attorney's fees for the purpose of assessment of costs pursuant to Section 987.8 of the Penal Code and/or Section 987.9 of the Penal Code.
- (b) To enable the County to obtain reimbursement under the provision of Section 987.4 of the Penal Code or Section 903.1 of the Welfare and Institutions Code for legal services furnished to certain minors;
- (c) To enable the County to obtain reimbursement from the State of California under the provisions of Sections 15200-15204 of the Government Code and to enable the Court, in appropriate proceedings, to obtain reimbursement under Division IV, commencing with Section 1400 of the Probate Code;
- (d) To enable the County to obtain reimbursement for the services rendered by Contractor under any other provisions of law not previously mentioned; and
- (e) Upon reasonable advance notice, to keep any record reasonably required by the County to assist the County in recovering any monies in connection with the provision of legal and related services governed under this contract.

**A-6 Office Location and Office Hours:**

Attorneys performing services under the Contract shall be required to maintain, at all times, an office in the City of Hollister from which to conduct business and for consultation with clients. Contractor shall maintain office hours in the City of Hollister sufficient to provide the necessary representation and coordination of defense for clients assigned to the Contractor under this contract and shall maintain adequate technological equipment for maximum availability to clients. The Contractor shall be responsible for all expenses incidental to conducting a law practice and conflict indigent defense office, including, but not limited to, the following: investigative personnel, clerical support staff, office space, utilities, supplies, library, communications, computer hardware and software, postage, photocopying, local and long distance telephone calls, furniture, equipment, and maintenance. Contractor further shall provide Contractor's own interpreter except in the courtroom setting. Meetings will be required at the jail or at the office before the day of court to make any court appointment meaningful.

**A-7 Private Practice:**

Contractor shall retain the right to maintain a private practice not in conflict with the legal services contracted for under this Contract. For purposes of this paragraph, "conflict" includes without limitation conflicts of interest and conflicts in time.

**A-8. Continued Duty of Representation:**

At the expiration of this Contract, Contractor shall carry to conclusion through trial all cases pending at that time, unless a case may be transferred to a successor public defender without prejudice to the client and without unnecessary expense to the County. Contractor will provide such services at the same hourly rate as other attorneys representing the County are paid for similar work as determined by the Court.

**A-9. Extraordinary Circumstances:**

Contractor shall notify and consult with the County Administrative Officer to discuss options for dealing with any extraordinary circumstances not specified in this Contract. Contractor and County Administrative Officer shall meet and confer to attempt to reach a mutually satisfactory resolution to deal with the extraordinary circumstances. Additional compensation for extraordinary circumstances may be granted before the services are provided, but only after the Court has made a determination and an order has been issued following any required hearing or only after the Contractor and County have reached a mutual agreement in writing.



## **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 Paragraphs B-3 and B-4.

#### **B-2. PAYMENT**

Payment shall be made by COUNTY to CONTACTOR 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:

- A. Seventy-five Thousand Dollars (\$ 75,000) annually for (September 1, 2013 – August 31, 2014); payable in twelve equal installments of Six Thousand Two Hundred Fifty Dollars and zero cents (\$6,250));

for services rendered pursuant to the terms and conditions of this Contract.

#### **B-4 SPECIAL COMPENSATION TERMS:**

Contractor agrees to provide services for homicide cases wherein the client-defendant is subject upon conviction of the offense to either punishment by 1) death by execution or 2) life in prison with or without possibility of parole at the hourly rate of \$100 per hour up to a maximum sum of Twenty-Five Thousand Dollars (\$25,000) for attorney services only. Cost of investigative services and related costs are not included, but investigative services shall be paid at the rate of \$35.00 per hour up to a maximum of \$6,000, unless further investigative services are ordered by the Court.

**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 general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insured's.
- (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 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 that 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 their attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

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

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its

rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

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

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

**C-29. COUNTERPARTS.**

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

**END OF ATTACHMENT C.**



**ATTACHMENT D**

**Caseload and Disposition Report**

Date of Report :

For the Period:

Case No.

Case Type

Category

Filing Date

Total for the Period:

\_\_\_\_\_  
Signature of Contractor

## AMENDMENT TO AGREEMENT

# 3

The County of San Benito ("COUNTY") and the Law Offices of Gregory M. LaForge ("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 Agreement.

#### a. Initial Agreement.

COUNTY and CONTRACTOR acknowledge that the parties entered into an agreement which agreement is dated October 26, 2010.

#### b. Prior Amendments. (Check one.)

☐ The initial agreement previously has not been amended.

☒ The initial agreement previously has been amended. The date(s) of prior amendments are as follows: August 20, 2013 (Amendment #1) and July 17, 2014 (Amendment #2)

#### c. Incorporation of Original Agreement.

This initial agreement and any prior amendments to the initial agreement (hereafter collectively referred to as the "Original Agreement") are attached to this amendment as Exhibit 1 and made a part of this amended agreement.

### 2. Purpose of this Agreement.

The purpose of this amendment is to change the Original Agreement between the parties in the following particulars.

#### a. Scope of Services. (Check one.)

☐ The services that CONTRACTOR agreed to perform as specified in the Original Agreement (Exhibit 1) are modified as specified in Exhibit 2 which is made a part of this amended agreement.

☒ The services that CONTRACTOR agreed to perform as specified in the Original Agreement (Exhibit 1) are not modified.

#### b. Payment Terms. (Check one.)

☐ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1) are modified as specified on Exhibit 3, which is made a part of this amended agreement.

☒ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1) and Amendment to Agreement # 1 are not modified.

c. **Term of the Agreement.** (Check one.)

- ☒ The term of the Original Agreement (Exhibit 1) as amended in Amendment to Agreement # 2 is extended from the current expiration date of October 31, 2014, to a new expiration date of October 31, 2017.
- ☐ The term of the Original Agreement is not modified.

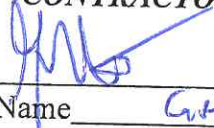
d. **Other Terms.** (Check one.)

- ☐ Other terms of the Original Agreement are modified as specified on Exhibit 4.
- ☒ There are no other terms of the Original Agreement that are modified.

4. **Other Terms.**

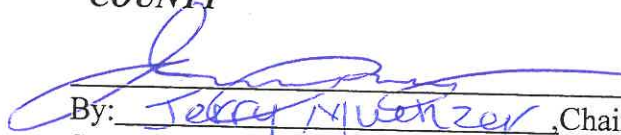
All terms and conditions of the Original Agreement (Exhibit 1) that are not changed by this amendment shall remain the same.

**"CONTRACTOR"**

  
Name Cynthia LaFollette

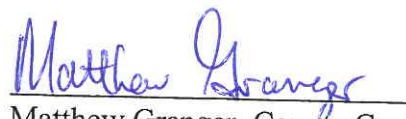
8.27-14  
Date

**"COUNTY"**

  
By: Jerry Muenzer, Chair  
San Benito County Board of Supervisors

9/9/14  
Date

**Approved as to Legal Form:**

  
Matthew Granger, County Counsel

8-28-2014  
Date

## **EXHIBIT 1**

# **ORIGINAL AGREEMENT**

(Please attach the initial agreement and any prior amendments to this exhibit.)

## AMENDMENT TO AGREEMENT

# 2

The County of San Benito ("COUNTY") and the Law Offices of Gregory M. LaForge ("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 Agreement.

#### a. Initial Agreement.

COUNTY and CONTRACTOR acknowledge that the parties entered into an agreement which agreement is dated October 26, 2010.

#### b. Prior Amendments. (Check one.)

☐ The initial agreement previously has not been amended.

☒ The initial agreement previously has been amended. The date(s) of prior amendments are as follows: August 20, 2013

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### c. Incorporation of Original Agreement.

This initial agreement and any prior amendments to the initial agreement (hereafter collectively referred to as the "Original Agreement") are attached to this amendment as Exhibit 1 and made a part of this amended agreement.

### 2. Purpose of this Agreement.

The purpose of this amendment is to change the Original Agreement between the parties in the following particulars.

#### a. Scope of Services. (Check one.)

☐ The services that CONTRACTOR agreed to perform as specified in the Original Agreement (Exhibit 1) are modified as specified in Exhibit 2 which is made a part of this amended agreement.

☒ The services that CONTRACTOR agreed to perform as specified in the Original Agreement (Exhibit 1) are not modified.

#### b. Payment Terms. (Check one.)

☐ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1) are modified as specified on Exhibit 3, which is made a part of this amended agreement.

☒ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1) are not modified.

c. **Term of the Agreement.** (Check one.)

☒ The term of the Original Agreement (Exhibit 1) is extended from the current expiration date of June 30, 2014, to a new expiration date of October 31, 2014.

☐ The term of the Original Agreement is not modified.

d. **Other Terms.** (Check one.)

☐ Other terms of the Original Agreement are modified as specified on Exhibit 4.

☒ There are no other terms of the Original Agreement that are modified.

4. **Other Terms.**

All terms and conditions of the Original Agreement (Exhibit 1) that are not changed by this amendment shall remain the same.

**"CONTRACTOR"**

Name Allen LaForte

Date 6-13-14

**"COUNTY"**

By: Jerry Mueser, Chair  
San Benito County Board of Supervisors

Date 6/17/14

**Approved as to Legal Form:**

Matthew Granger  
Matt Granger, County Counsel

Date 6-12-2014

Other terms of the Original Agreement are modified as follows:

## AMENDMENT TO AGREEMENT

# 1

The County of San Benito ("COUNTY") and the Law Offices of Gregory M. LaForge ("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 Agreement.

#### a. Initial Agreement.

COUNTY and CONTRACTOR acknowledge that the parties entered into an agreement which agreement is dated October 26, 2010.

#### b. Prior Amendments. (Check one.)

☒ The initial agreement previously has not been amended.

☐ The initial agreement previously has been amended. The date(s) of prior amendments are as follows: \_\_\_\_\_

\_\_\_\_\_

#### c. Incorporation of Original Agreement.

This initial agreement and any prior amendments to the initial agreement (hereafter collectively referred to as the "Original Agreement") are attached to this amendment as Exhibit 1 and made a part of this amended agreement.

### 2. Purpose of this Agreement.

The purpose of this amendment is to change the Original Agreement between the parties in the following particulars.

#### a. Scope of Services. (Check one.)

☐ The services that CONTRACTOR agreed to perform as specified in the Original Agreement (Exhibit 1) are modified as specified in Exhibit 2 which is made a part of this amended agreement.

☒ The services that CONTRACTOR agreed to perform as specified in the Original Agreement (Exhibit 1) are not modified.

#### b. Payment Terms. (Check one.)

☒ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1) are modified as specified on Exhibit 3, which is made a part of this amended agreement.

☐ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1) are not modified.



**c. Term of the Agreement. (Check one.)**

- ☐ The term of the Original Agreement (Exhibit 1) is extended from the current expiration date of \_\_\_\_\_, to a new expiration date of \_\_\_\_\_.
- ☒ The term of the Original Agreement is not modified.

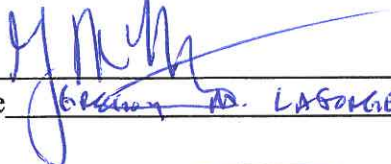
**d. Other Terms. (Check one.)**

- ☐ Other terms of the Original Agreement are modified as specified on Exhibit 4.
- ☒ There are no other terms of the Original Agreement that are modified.

**4. Other Terms.**


All terms and conditions of the Original Agreement (Exhibit 1) that are not changed by this amendment shall remain the same.

**"CONTRACTOR"**

  
Name Gregory A. LaSorge

8-12-13  
Date

**"COUNTY"**

  
By: Anthony Boklho, Chair  
San Benito County Board of Supervisors

8/20/13  
Date

**Approved as to Legal Form:**

  
Matt Granger, County Counsel

August 9, 2013  
Date

## **EXHIBIT 2**

### **MODIFICATIONS TO SCOPE OF SERVICES**

(Check One.)

- ☒ [x] The services that CONTRACTOR agreed to perform as specified in the Original Agreement (Exhibit 1) are not modified.
- ☐ [ ] The services that CONTRACTOR agreed to perform as specified in the Original Agreement (Exhibit 1) are modified only as indicated below.
- ☐ [ ] The scope of services to be performed by CONTRACTOR as specified in the Original Agreement (Exhibit 1) are deleted in their entirety. CONTRACTOR agrees to perform the newly-specified services indicated below.

**Modified or New Scope of Services:**

## EXHIBIT 3

### MODIFICATIONS TO PAYMENT SCHEDULE

(Check One.)

- ☐ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1) are not modified.
- ☐ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1) are deleted in their entirety. COUNTY agrees to the following new payment terms:
- ☒ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1), in regards to "Special Compensation Terms" in paragraph B-4 are deleted in their entirety. The COUNTY and CONTRACTOR agree to the following new "Special Compensation Terms" in paragraph B-4. All other payment terms agreed to in the Original Agreement (Exhibit 1) are not modified.

#### **Modified Payment Terms:**

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

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

CONTRACTOR agrees to provide for homicide cases providing that the matter is not a special circumstance case (either capital or life without the possibility of parole) at a maximum of Twenty Five Thousand Dollars (\$25,000) each for attorney services only. Cost of investigative services and related costs are not included, but investigative services shall be paid at the rate of \$35.00 per hour up to a maximum of \$6,000, unless further investigative services are ordered by the Court.

CONTRACTOR agrees to provide services for attempted first-degree homicide cases at a maximum of Twenty-Five Thousand Dollars (\$25,000) each for attorney services only. Cost of investigative services and related costs are not included, but investigative services shall be paid at the rate of \$35.00 per hour up to a maximum of \$6,000, unless further investigative services are ordered by the Court.

In homicide cases involving special circumstances, CONTRACTOR agrees to pay investigative services at the rate of \$35.00 per hour up to a maximum of \$6,000, unless further investigative services are ordered by the Court.

## **EXHIBIT 4**

### **OTHER TERMS**

(Check one.)

- ☒ [x] There are no other terms of the Original Agreement that are modified.
- ☐ [ ] Other terms of the Original Agreement are modified as follows:

## **EXHIBIT 1**

# **ORIGINAL AGREEMENT**

(Please attach the initial agreement and any prior amendments to this exhibit.)

## **CONTRACT**

The COUNTY OF SAN BENITO ("COUNTY") ("CONTRACTOR") and the LAW OFFICES OF GREGORY M. LaFORGE 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, 2011, and end on June 30, 2014, 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:                | \$3,000,000 |
| (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 thirty (30) days.

**7. Specific Terms and Conditions**

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

8. **Information about Contract Administrators.**

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

Contract Administrator for COUNTY:

Name: Richard Inman

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: Gregory M. LaForge

Title: Attorney at Law

Address: 339 Seventh Street, Suite G

Hollister, CA 95023

Telephone No.: 831-636-2599

Fax No.: 831-636-9499

**SIGNATURES**

APPROVED BY COUNTY:

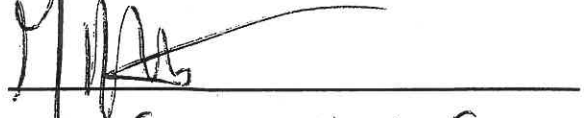


Name: Reb Monaco

Chairman, Board of Supervisors

Date: 10-26-10

APPROVED BY CONTRACTOR:



Name: GREGORY M. LA FORGE

Title: OWNER

Date: OCTOBER 12, 2010

**APPROVED AS TO LEGAL FORM**

Matthew Granger, San Benito County Counsel

By: Barbara Thompson

Date: 10/20/10



**ATTACHMENT A**  
**Scope of Services**

**Primary Public Defender Services:**

**A-1** The duties and responsibilities include those described in Government Code Section 27706, as well as legal services as appointed counsel in each of the following instances in which the San Benito County Superior Court has the authority to appoint counsel, including, without limitation, the following:

- a. Appointments in criminal cases (Penal Code 987), except that in the event of any charged homicide offense wherein the client-defendant is subject upon conviction of the offense to either punishment by 1) death by execution, b) life in prison with or without the possibility of parole or charged with first-degree attempted homicide offense that Contractor will make such court appearance as required to maintain proper legal process and for protection of the client's rights until such time as the County and Contractor, within 30 days after written notice by Contractor to County of the proceedings, can agree that either Contractor will continue representation with additional compensation to allow Contractor to secure additional help or County can locate and assign permanent legal counsel for the client.
- b. Representation of minors only in juvenile delinquency proceedings (Welfare and Institutions code Sections 634 and 700). Contractor shall be obligated to provide such services to minors only if representation does not create an actual conflict of interest with Contractor's obligation to provide legal representation in any concomitant criminal case.
- c. Representation of minors or parents in juvenile dependency cases (Welfare and Institutions Code Sections 317 and 353);
- d. Lanterman-Petris-Short Act proceedings (Welfare and Institutions Code Sections 5276, 5302, 5350 and 5365);
- e. Family law proceedings (Family Code 3150);
- f. Probation Code conservatorships (Probate Code 1471);
- g. Habeas Corpus Proceedings pertinent to underlying criminal cases;

The foregoing enumeration of specific instances does not limit the generality of Contractor's obligation to perform services in all instances in which a court in San Benito County has authority to appoint counsel.

**A-2 Extraordinary Writ:**

Attorneys performing services under the Contract are required to perform services in prosecution of applications for extraordinary writs in state courts of review.

**A-3 Change of Venue:**

Attorneys performing services under the Contract are required to perform services in any court to which a case is transferred on change of venue. The continued representation of defendants in change of venue cases shall be at no additional cost to the County except that the attorneys shall be eligible for reimbursement of travel, lodging, and meal expenses at the County's established rate of reimbursement.

**A-4 Other Service Requirements:**

In addition to the general terms and conditions specified in the County's standard services contract, the following specific terms and conditions shall apply:

- a. Availability: Contractor agrees to have a minimum of two (2) attorneys available to provide public defender services, such attorneys hereinafter referred to as Adjunct Attorneys. Each attorney shall have a minimum of three years experience in the practice of law, including criminal trial experience. At all times Contractor shall provide County with the names and qualifications of the Adjunct Attorneys providing the legal services of Public Defender pursuant to this provision of this contract. Additional professional staff, beyond the three attorneys, may be attorneys with less than three years experience and/or certified second/third year law students (law students to be under the direction of a staff attorney with at least three years previous experience).

Attorneys hired by Contractor to assist Contractor in the delivery of legal services to appointed clients may be retained by Contractor as employees or independent sub-contractor attorneys. The quality of work of any attorney retained by Contractor on a sub-contracted basis shall be directed, reviewed and evaluated by Contractor on a regular basis to assure competency of legal services. Contractor shall remain responsible for all legal services rendered under this agreement. Contractor shall require all Adjunct Attorneys to comply with all provisions of this agreement regardless of the relationship between Contractor and Adjunct Attorneys.

- b. Right to Refuse Personnel: The County reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime Contractor or its subcontractors.
- c. Private Basis: Contractor agrees not to accept any case on matters within the scope of Contractor's duties under this contract on a private basis. Contractor shall prohibit all Adjunct Attorneys providing legal services under this contract from accepting any case on matter(s) within the scope of this contract. Contractor further agrees not to accept compensation, whether directly or indirectly, from any source other than the County on cases assigned pursuant to this contract. Contractor shall prohibit all Adjunct Attorneys from accepting any compensation, whether directly or indirectly, from any source other than the County on cases assigned pursuant to this contract.
- d. License to Practice Law and Required Certification: All attorneys performing services under the Contract shall be licensed to practice law in the State of California, in good standing with the California Bar Association and shall maintain any and all

specialized training, certification and minimum experience qualifications required by the courts, in order to provide the indigent defense services outlined in the scope of services.

- e. Standards of Performance: Contractor shall provide for competent, adequate and effective legal representation for indigent defendants when appointed by the Court from the time of appointment to and including a final adjudication of such cases handling duties as required by Penal Code Section 1240.1(b), even for those cases assigned on the last day of the Contract for services with the County. The Contractor shall provide for the maintenance of quality representation of indigent defendants consistent with constitutional and professional standards. The following duties and responsibilities of counsel as set forth in the federal and state Constitution, statutes, court decisions and rules of professional conduct shall be observed, including, but not limited to the following:
- i. Duty of careful factual and legal investigation (e.g., duty to research the law and raise settled objections, duty to investigate medical reports and conduct psychiatric examinations to support a diminished capacity defense, etc.).
  - ii. Duty to keep the client informed.
  - iii. Duty to prepare for jury selection, examination of witnesses, submission of instructions and presentation of argument at trial.
  - iv. Duty to know and explore sentencing alternatives.

- A-5 Statistical Reporting: Attorneys performing services under the Contract shall be responsible for maintaining client records and maintaining and reporting monthly caseload and disposition statistics throughout the term of the Contract. Contractor(s) shall submit a monthly report describing total caseloads and dispositions to the County Administrative Officer or his or her designee. The caseload and disposition report shall be submitted in a form prescribed by the County Administrative Officer. Exhibit "D", attached to this Contract and incorporated herein by reference, is indicative of the minimum information that will be required for the caseload and disposition report.

Contractor shall keep such records as may be required for the following:

- (a) To enable the court, in appropriate proceedings, to determine the amount of reasonable attorney's fees for the purpose of assessment of costs pursuant to Section 987.8 of the Penal Code, and/or Section 987.9 of the Penal Code;
- (b) To enable the County to obtain reimbursement under the provision of Section 987.4 of the Penal Code, or Section 903.1 of the Welfare and Institutions Code, for legal services furnished to certain minors;
- (c) To enable the County to obtain reimbursement from the State of California under the provisions of sections 15200-15204 of the Government Code and to enable the court, in appropriate proceedings, to obtain reimbursement under Division IV, commencing with Section 1400 of the Probate Code;



(d) To enable the County to obtain reimbursement for the services rendered by Contractor under any other provisions of law not previously mentioned; and

(e) Upon reasonable advance notice, to keep any record reasonably required by the County to assist the County in recovering any monies in connection with the provision of legal and related services governed under this contract.

**A-6** Office Location and Office Hours: Attorneys performing services under the Contract shall be required to maintain, at all times, an office in the City of Hollister from which to conduct business and for consultation with clients. Contractor shall maintain office hours, at a minimum, 9:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., Monday through Friday, (12:00 p.m.-1:00 p.m. and County-observed holidays excepted), and shall maintain adequate technological equipment for maximum availability to clients. The Contractor shall be responsible for all expenses individual to conducting a law practice and conflict indigent defense offices, including, but not limited to, the following: investigative personnel, clerical support staff, office space, utilities, supplies, library, communications, computer hardware and software, postage, photocopying, local and long distance telephone calls, furniture, equipment, and maintenance. Contractor further shall provide Contractor's own interpreter except in the courtroom setting or except in extraordinary circumstances after giving County prior notification. Meetings will be required at the jail or at the office before the date of court to make court appointment meaningful.

**A-7** Private Practice: Contractor shall retain the right to maintain a private practice not in conflict with the legal services contracted for under this contract. For purposes of this paragraph, "conflict" includes without limitation conflicts of interest and conflicts in time.

**A-8** Contractor shall carry to conclusion at trial, at the expiration of this contract, all cases pending at that time, unless a case may be transferred to a successor public defender without prejudice to the client and without unnecessary expense to the County. Contractor will provide such services for a reasonable fee to be determined by the court, but only if the Contractor and successor public defender agree that such representation is in the best interest of the client.

**A-9** Contractor shall notify and consult with the County Administrative Officer to discuss options for dealing with any extraordinary circumstances not specified in this contract. Contractor and County Administrative Officer shall meet and confer to attempt to reach a mutually satisfactory resolution to deal with the extraordinary circumstances. Additional compensation for extraordinary circumstances may be granted before the services are provided only after a court order has been issued following documentation suitable to the court or only after mutual agreement between Contractor and County.

END OF ATTACHMENT A.

## **ATTACHMENT B**

### **Payment Schedule**

#### **B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check 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 Three Hundred Seventy Six Thousand Three Hundred Seventy Four Dollars (\$376,374) annually for Fiscal Years 2011-2014 (July 1, 2011 through June 30, 2014) payable in twelve equal installments of Thirty One Thousand Three Hundred Sixty four Dollars and Fifty Cents (\$31,364.50)

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this Attachment B made a part hereof.

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

CONTRACTOR agrees to provide for homicide cases providing that the matter is not a special circumstance case (either capital or life without the possibility of parole) at a maximum of Twenty Five Thousand Dollars (\$25,000) each for attorney services only. Cost of investigative services and related costs are not included.

CONTRACTOR agrees to provide services for attempted first-degree homicide cases at a maximum sum of Twenty-Five Thousand Dollars (\$25,000) each for attorney services only. Cost of investigative services and related costs are not included.

**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**

**Caseload and Disposition Report**

Date of Report :

For the Period:

Case No.

Case Type

Category

Filing Date

Total for the Period:

\_\_\_\_\_  
Signature of Contractor

## AMENDMENT TO AGREEMENT

# 3

The County of San Benito ("COUNTY") and Harry J. Damkar ("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 Agreement.

#### a. Initial Agreement.

COUNTY and CONTRACTOR acknowledge that the parties entered into an agreement which agreement is dated October 26, 2010.

#### b. Prior Amendments. (Check one.)

☐ The initial agreement previously has not been amended.

☒ The initial agreement previously has been amended. The date(s) of prior amendments are as follows: August 20, 2013 (Amendment #1) and July 17, 2014 (Amendment #2)

#### c. Incorporation of Original Agreement.

This initial agreement and any prior amendments to the initial agreement (hereafter collectively referred to as the "Original Agreement") are attached to this amendment as Exhibit 1 and made a part of this amended agreement.

### 2. Purpose of this Agreement.

The purpose of this amendment is to change the Original Agreement between the parties in the following particulars.

#### a. Scope of Services. (Check one.)

☐ The services that CONTRACTOR agreed to perform as specified in the Original Agreement (Exhibit 1) are modified as specified in Exhibit 2 which is made a part of this amended agreement.

☒ The services that CONTRACTOR agreed to perform as specified in the Original Agreement (Exhibit 1) are not modified.

#### b. Payment Terms. (Check one.)

☐ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1) are modified as specified on Exhibit 3, which is made a part of this amended agreement.

☒ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1) and Amendment to Agreement # 1 are not modified.

**c. Term of the Agreement.** (Check one.)

- ☒ The term of the Original Agreement (Exhibit 1) as amended in Amendment to Agreement # 2 is extended from the current expiration date of October 31, 2014, to a new expiration date of October 31, 2017.
- ☐ The term of the Original Agreement is not modified.

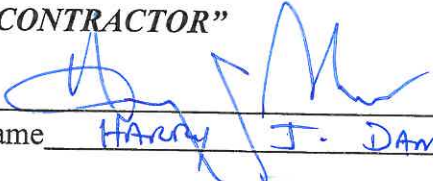
**d. Other Terms.** (Check one.)

- ☐ Other terms of the Original Agreement are modified as specified on Exhibit 4.
- ☒ There are no other terms of the Original Agreement that are modified.

**4. Other Terms.**


All terms and conditions of the Original Agreement (Exhibit 1) that are not changed by this amendment shall remain the same.

**"CONTRACTOR"**

  
Name Harry J. Danker

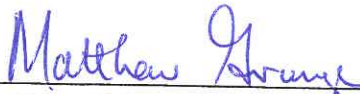
8/27/14  
Date

**"COUNTY"**

  
By: Terry M. Venzer, Chair  
San Benito County Board of Supervisors

9/9/14  
Date

**Approved as to Legal Form:**

  
Matthew Granger, County Counsel

8-28-2014  
Date



## **EXHIBIT 1**

# **ORIGINAL AGREEMENT**

(Please attach the initial agreement and any prior amendments to this exhibit.)

## AMENDMENT TO AGREEMENT

# 2

The County of San Benito ("COUNTY") and Harry J. Damkar  
\_\_\_\_ ("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 Agreement.

#### a. Initial Agreement.

COUNTY and CONTRACTOR acknowledge that the parties entered into an  
agreement which agreement is dated October 26, 2010.

#### b. Prior Amendments. (Check one.)

☐ The initial agreement previously has not been amended.

☒ The initial agreement previously has been amended. The date(s) of prior  
amendments are as follows: August 20, 2013

#### c. Incorporation of Original Agreement.

This initial agreement and any prior amendments to the initial agreement  
(hereafter collectively referred to as the "Original Agreement") are attached to this  
amendment as Exhibit 1 and made a part of this amended agreement.

### 2. Purpose of this Agreement.

The purpose of this amendment is to change the Original Agreement between the parties  
in the following particulars.

#### a. Scope of Services. (Check one.)

☐ The services that CONTRACTOR agreed to perform as specified  
in the Original Agreement (Exhibit 1) are modified as specified in  
Exhibit 2 which is made a part of this amended agreement.

☒ The services that CONTRACTOR agreed to perform as specified  
in the Original Agreement (Exhibit 1) are not modified.

#### b. Payment Terms. (Check one.)

☐ The payment terms that COUNTY agreed to in the Original  
Agreement (Exhibit 1) are modified as specified on Exhibit 3,  
which is made a part of this amended agreement.

☒ The payment terms that COUNTY agreed to in the Original  
Agreement (Exhibit 1) are not modified.

**c. Term of the Agreement.** (Check one.)

- ☒ The term of the Original Agreement (Exhibit 1) is extended from the current expiration date of June 30, 2014, to a new expiration date of October 31, 2014.
- ☐ The term of the Original Agreement is not modified.

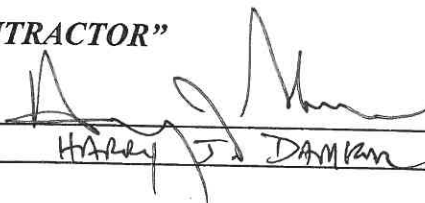
**d. Other Terms.** (Check one.)

- ☐ Other terms of the Original Agreement are modified as specified on Exhibit 4.
- ☒ There are no other terms of the Original Agreement that are modified.

**4. Other Terms.**

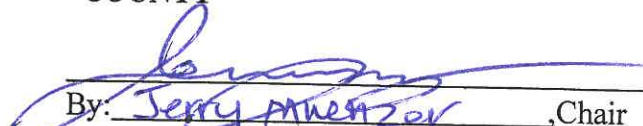
All terms and conditions of the Original Agreement (Exhibit 1) that are not changed by this amendment shall remain the same.

**"CONTRACTOR"**

  
Name Harry J. Damian

6/13/14  
Date

**"COUNTY"**

  
By: Jerry Arnesen, Chair  
San Benito County Board of Supervisors

6/17/14  
Date

**Approved as to Legal Form:**

  
Matt Granger, County Counsel

6-12-2014  
Date

## AMENDMENT TO AGREEMENT

# 1

The County of San Benito ("COUNTY") and Harry J. Damkar  
("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 Agreement.

#### a. Initial Agreement.

COUNTY and CONTRACTOR acknowledge that the parties entered into an  
agreement which agreement is dated October 26, 2010.

#### b. Prior Amendments. (Check one.)

☒ The initial agreement previously has not been amended.

☐ The initial agreement previously has been amended. The date(s) of prior  
amendments are as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### c. Incorporation of Original Agreement.

This initial agreement and any prior amendments to the initial agreement  
(hereafter collectively referred to as the "Original Agreement") are attached to this  
amendment as Exhibit 1 and made a part of this amended agreement.

### 2. Purpose of this Agreement.

The purpose of this amendment is to change the Original Agreement between the parties  
in the following particulars.

#### a. Scope of Services. (Check one.)

☐ The services that CONTRACTOR agreed to perform as specified  
in the Original Agreement (Exhibit 1) are modified as specified in  
Exhibit 2 which is made a part of this amended agreement.

☒ The services that CONTRACTOR agreed to perform as specified  
in the Original Agreement (Exhibit 1) are not modified.

#### b. Payment Terms. (Check one.)

☒ The payment terms that COUNTY agreed to in the Original  
Agreement (Exhibit 1) are modified as specified on Exhibit 3,  
which is made a part of this amended agreement.

☐ The payment terms that COUNTY agreed to in the Original  
Agreement (Exhibit 1) are not modified.

**c. Term of the Agreement. (Check one.)**

- ☐ The term of the Original Agreement (Exhibit 1) is extended from the current expiration date of \_\_\_\_\_, to a new expiration date of \_\_\_\_\_.
- ☒ The term of the Original Agreement is not modified.

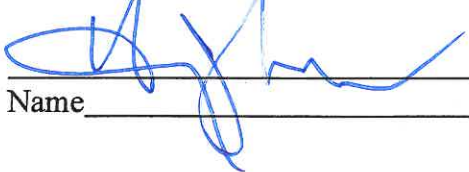
**d. Other Terms. (Check one.)**

- ☐ Other terms of the Original Agreement are modified as specified on Exhibit 4.
- ☒ There are no other terms of the Original Agreement that are modified.

**4. Other Terms.**


All terms and conditions of the Original Agreement (Exhibit 1) that are not changed by this amendment shall remain the same.

**"CONTRACTOR"**

  
Name \_\_\_\_\_


8/12/13  
Date

**"COUNTY"**

  
By: Anthony Botelho, Chair  
San Benito County Board of Supervisors

8/20/13  
Date

**Approved as to Legal Form:**

  
Matt Granger, County Counsel

August 9, 2013  
Date

## **EXHIBIT 2**

### **MODIFICATIONS TO SCOPE OF SERVICES**

(Check One.)

- ☒ [x] The services that CONTRACTOR agreed to perform as specified in the Original Agreement (Exhibit 1) are not modified.
- ☐ [ ] The services that CONTRACTOR agreed to perform as specified in the Original Agreement (Exhibit 1) are modified only as indicated below.
- ☐ [ ] The scope of services to be performed by CONTRACTOR as specified in the Original Agreement (Exhibit 1) are deleted in their entirety. CONTRACTOR agrees to perform the newly-specified services indicated below.

**Modified or New Scope of Services:**

### EXHIBIT 3

## MODIFICATIONS TO PAYMENT SCHEDULE

(Check One.)

- ☐ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1) are not modified.
- ☐ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1) are deleted in their entirety. COUNTY agrees to the following new payment terms:
- ☒ The payment terms that COUNTY agreed to in the Original Agreement (Exhibit 1), in regards to "Special Compensation Terms" in paragraph B-4 are deleted in their entirety. The COUNTY and CONTRACTOR agree to the following new "Special Compensation Terms" in paragraph B-4. All other payment terms agreed to in the Original Agreement (Exhibit 1) are not modified.

#### **Modified Payment Terms:**

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

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

CONTRACTOR agrees to provide for homicide cases providing that the matter is not a special circumstance case (either capital or life without the possibility of parole) at a maximum of Twenty Five Thousand Dollars (\$25,000) each for attorney services only. Cost of investigative services and related costs are not included, but investigative services shall be paid at the rate of \$35.00 per hour up to a maximum of \$6,000, unless further investigative services are ordered by the Court.

CONTRACTOR agrees to provide services for attempted first-degree homicide cases at a maximum of Twenty-Five Thousand Dollars (\$25,000) each for attorney services only. Cost of investigative services and related costs are not included, but investigative services shall be paid at the rate of \$35.00 per hour up to a maximum of \$6,000, unless further investigative services are ordered by the Court.

In homicide cases involving special circumstances, CONTRACTOR agrees to pay investigative services at the rate of \$35.00 per hour up to a maximum of \$6,000, unless further investigative services are ordered by the Court.



## **EXHIBIT 4**

### **OTHER TERMS**

(Check one.)

- ☒ There are no other terms of the Original Agreement that are modified.
- ☐ Other terms of the Original Agreement are modified as follows:

## **EXHIBIT 1**

# **ORIGINAL AGREEMENT**

(Please attach the initial agreement and any prior amendments to this exhibit.)

## **CONTRACT**

The COUNTY OF SAN BENITO ("COUNTY") and HARRY J. DAMKAR, Attorney at Law ("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, 2011, and end on June 30, 2014, 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:                | \$3,000,000 |
| (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 thirty (30) days.

**7. Specific Terms and Conditions**

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

8. **Information about Contract Administrators.**

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

Contract Administrator for COUNTY:

Name: Richard Inman

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: Harry J. Damkar

Title: Attorney at Law

Address: 339 Seventh Street, Suite F

Hollister, CA 95023

Telephone No.: 831-628-1900

Fax No.: 831-638-1905

**SIGNATURES**

APPROVED BY COUNTY:



Name: Reb Monaco

Chairman, Board of Supervisors

Date: 10-26-10

APPROVED BY CONTRACTOR:



Name: HARRY J. DAMKAR

Title: ATTORNEY AT LAW

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

**APPROVED AS TO LEGAL FORM**

Matthew Granger, San Benito County Counsel

By: Barbara Thompson

Date: 10/20/10

## **ATTACHMENT A**

### **Scope of Services**

#### **Alternate Public Defender Services:**

**A-1** The duties and responsibilities include those described in Government Code Section 27706, as well as legal services as appointed counsel in each of the following instances in which the San Benito County Superior Court has the authority to appoint counsel, including, without limitation, the following:

- a. Appointments in criminal cases (Penal Code 987), except that in the event of any charged homicide offense wherein the client-defendant is subject upon conviction of the offense to either punishment by 1) death by execution, b) life in prison with or without the possibility of parole or charged with first-degree attempted homicide offense that Contractor will make such court appearance as required to maintain proper legal process and for protection of the client's rights until such time as the County and Contractor, within 30 days after written notice by Contractor to County of the proceedings, can agree that either Contractor will continue representation with additional compensation to allow Contractor to secure additional help or County can locate and assign permanent legal counsel for the client.
- b. Representation of minors only in juvenile delinquency proceedings (Welfare and Institutions code Sections 634 and 700). Contractor shall be obligated to provide such services to minors only if representation does not create an actual conflict of interest with Contractor's obligation to provide legal representation in any concomitant criminal case.
- c. Representation of minors or parents in juvenile dependency cases (Welfare and Institutions Code Sections 317 and 353);
- d. Lanterman-Petris-Short Act proceedings (Welfare and Institutions Code Sections 5276, 5302, 5350 and 5365);
- e. Family law proceedings (Family Code 3150);
- f. Probation Code conservatorships (Probate Code 1471);
- g. Habeas Corpus Proceedings pertinent to underlying criminal cases;

The foregoing enumeration of specific instances does not limit the generality of Contractor's obligation to perform services in all instances in which a court in San Benito County has authority to appoint counsel.

#### **A-2 Extraordinary Writ:**

Attorneys performing services under the Contract are required to perform services in prosecution of applications for extraordinary writs in state courts of review.



### **A-3 Change of Venue:**

Attorneys performing services under the Contract are required to perform services in any court to which a case is transferred on change of venue. The continued representation of defendants in change of venue cases shall be at no additional cost to the County except that the attorneys shall be eligible for reimbursement of travel, lodging, and meal expenses at the County's established rate of reimbursement.

### **A-4 Other Service Requirements:**

In addition to the general terms and conditions specified in the County's standard services contract, the following specific terms and conditions shall apply:

- a. Availability: Contractor agrees to have an attorney available to provide public defender services, when Contractor is unavailable, such attorney hereinafter referred to as Adjunct Attorney. Adjunct Attorney shall have a minimum of three years experience in the practice of law, including criminal trial experience. At all times Contractor shall provide County with the names and qualifications of the Adjunct Attorney providing the legal services of Public Defender pursuant to this provision of this contract. Additional professional staff, beyond one Adjunct Attorney who may perform services when Contractor is unavailable, may be attorneys with less than three years experience and/or certified second/third year law students (law students to be under the direction of a staff attorney with at least three years previous experience).

Attorney(s) hired by Contractor to assist Contractor in the delivery of legal services to appointed clients may be retained by Contractor as employees or independent sub-contractor attorneys. The quality of work of any attorney retained by Contractor on a sub-contracted basis shall be directed, reviewed and evaluated by Contractor on a regular basis to assure competency of legal services. Contractor shall remain responsible for all legal services rendered under this agreement. Contractor shall require all Adjunct Attorney(s) to comply with all provisions of this agreement regardless of the relationship between Contractor and Adjunct Attorney(s).

- b. Right to Refuse Personnel: The County reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime Contractor or its subcontractors.
- c. Private Basis: Contractor agrees not to accept any case on matters within the scope of Contractor's duties under this contract on a private basis. Contractor shall prohibit all Adjunct Attorneys providing legal services under this contract from accepting any case on matter(s) within the scope of this contract. Contractor further agrees not to accept compensation, whether directly or indirectly, from any source other than the County on cases assigned pursuant to this contract. Contractor shall prohibit all Adjunct Attorneys from accepting any compensation, whether directly or indirectly, from any source other than the County on cases assigned pursuant to this contract.
- d. License to Practice Law and Required Certification: All attorneys performing services under the Contract shall be licensed to practice law in the State of California, in good standing with the California Bar Association and shall maintain <sup>441</sup>any and all

specialized training, certification and minimum experience qualifications required by the courts, in order to provide the indigent defense services outlined in the scope of services.

- e. Standards of Performance: Contractor shall provide for competent, adequate and effective legal representation for indigent defendants when appointed by the Court from the time of appointment to and including a final adjudication of such cases handling duties as required by Penal Code Section 1240.1(b), even for those cases assigned on the last day of the Contract for services with the County. The Contractor shall provide for the maintenance of quality representation of indigent defendants consistent with constitutional and professional standards. The following duties and responsibilities of counsel as set forth in the federal and state Constitution, statutes, court decisions and rules of professional conduct shall be observed, including, but not limited to the following:
  - i. Duty of careful factual and legal investigation (e.g., duty to research the law and raise settled objections, duty to investigate medical reports and conduct psychiatric examinations to support a diminished capacity defense, etc.).
  - ii. Duty to keep the client informed.
  - iii. Duty to prepare for jury selection, examination of witnesses, submission of instructions and presentation of argument at trial.
  - iv. Duty to know and explore sentencing alternatives.

**A-5** Statistical Reporting: Attorneys performing services under the Contract shall be responsible for maintaining client records and maintaining and reporting monthly caseload and disposition statistics throughout the term of the Contract. Contractor(s) shall submit a monthly report describing total caseloads and dispositions to the County Administrative Officer or his or her designee. The caseload and disposition report shall be submitted in a form prescribed by the County Administrative Officer. Exhibit "D", attached to this Contract and incorporated herein by reference, is indicative of the minimum information that will be required for the caseload and disposition report.

Contractor shall keep such records as may be required for the following:

- (a) To enable the court, in appropriate proceedings, to determine the amount of reasonable attorney's fees for the purpose of assessment of costs pursuant to Section 987.8 of the Penal Code, and/or Section 987.9 of the Penal Code;
- (b) To enable the County to obtain reimbursement under the provision of Section 987.4 of the Penal Code, or Section 903.1 of the Welfare and Institutions Code, for legal services furnished to certain minors;
- (c) To enable the County to obtain reimbursement from the State of California under the provisions of sections 15200-15204 of the Government Code and to enable the court, in appropriate proceedings, to obtain reimbursement under Division IV, commencing with Section 1400 of the Probate Code;



(d) To enable the County to obtain reimbursement for the services rendered by Contractor under any other provisions of law not previously mentioned; and

(e) Upon reasonable advance notice, to keep any record reasonably required by the County to assist the County in recovering any monies in connection with the provision of legal and related services governed under this contract.

- A-6** Office Location and Office Hours: Attorneys performing services under the Contract shall be required to maintain, at all times, an office in the City of Hollister from which to conduct business and for consultation with clients. Contractor shall maintain office hours, at a minimum, 9:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., Monday through Friday, (12:00 p.m.-1:00 p.m. and County-observed holidays excepted), and shall maintain adequate technological equipment for maximum availability to clients. The Contractor shall be responsible for all expenses individual to conducting a law practice and conflict indigent defense offices, including, but not limited to, the following: investigative personnel, clerical support staff, office space, utilities, supplies, library, communications, computer hardware and software, postage, photocopying, local and long distance telephone calls, furniture, equipment, and maintenance. Contractor further shall provide Contractor's own interpreter except in the courtroom setting or except in extraordinary circumstances after giving County prior notification. Meetings will be required at the jail or at the office before the date of court to make court appointment meaningful.
- A-7** Private Practice: Contractor shall retain the right to maintain a private practice not in conflict with the legal services contracted for under this contract. For purposes of this paragraph, "conflict" includes without limitation conflicts of interest and conflicts in time.
- A-8** Contractor shall carry to conclusion at trial, at the expiration of this contract, all cases pending at that time, unless a case may be transferred to a successor public defender without prejudice to the client and without unnecessary expense to the County. Contractor will provide such services for a reasonable fee to be determined by the court, but only if the Contractor and successor public defender agree that such representation is in the best interest of the client.
- A-9** Contractor shall notify and consult with the County Administrative Officer to discuss options for dealing with any extraordinary circumstances not specified in this contract. Contractor and County Administrative Officer shall meet and confer to attempt to reach a mutually satisfactory resolution to deal with the extraordinary circumstances. Additional compensation for extraordinary circumstances may be granted before the services are provided only after a court order has been issued following documentation suitable to the court or only after mutual agreement between Contractor and County.

**END OF ATTACHMENT A.**

## **ATTACHMENT B**

### **Payment Schedule**

#### **B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check 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 One Hundred Forty Four Thousand Seven Hundred fifty Eight Dollars (\$144,758) annually for Fiscal Years 2011-2014 (July 1, 2011 through June 30, 2014) payable in twelve equal installments of Twelve Thousand Sixty Three Dollars and Seventeen Cents (\$12,063.17).

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this Attachment B made a part hereof.

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

CONTRACTOR agrees to provide for homicide cases providing that the matter is not a special circumstance case (either capital or life without the possibility of parole) at a maximum of Twenty Five Thousand Dollars (\$25,000) each for attorney services only. Cost of investigative services and related costs are not included.

CONTRACTOR agrees to provide services for attempted first-degree homicide cases at a maximum sum of Twenty-Five Thousand Dollars (\$25,000) each for attorney services only. Cost of investigative services and related costs are not included.

**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**  
**Caseload and Disposition Report**

Date of Report :

For the Period:

Case No.

Case Type

Category

Filing Date

Total for the Period:

\_\_\_\_\_  
Signature of Contractor

END OF ATTACHMENT D



## **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

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**Item Number: 42.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: RESOURCE MANAGEMENT AGENCY**

**DEPT HEAD/DIRECTOR: John Guertin**

**AGENDA ITEM PREPARER: James Polfer**

**SBC DEPT FILE NUMBER: 105**

**SUBJECT:**

**RESOURCE MANAGEMENT AGENCY - J. GUERTIN**

Receive Staff Report on the Terms and Conditions of Proposed Funding for the Pacheco Creek Levee Repairs and Provide Direction to Staff Concerning Completion of the Levee Repair Work.  
SBC FILE NUMBER: 105

**AGENDA SECTION:**

REGULAR AGENDA

**BACKGROUND/SUMMARY:**

The heavy rainfall that occurred during January and February of this year resulted in significant increases in the flow of the Pacheco Creek that were well above its flood stage. The height and energy of these flows caused the breaching of the Pacheco Creek levee (Levee) at multiple locations. The resultant flooding that occurred from those breaches inundated County roads, facilities, and adjacent private properties.

These floodwaters caused significant damage to Lovers Lane and several other local roads in the vicinity rendering them impassable. Emergency vehicles could not use these roads during the flooding and on the more damaged roads, for a prolonged period of time afterwards. Additionally,

mail delivery and school busing were disrupted for extended periods of time.

In the interest of public safety and convenience, and to further enhance public safety and protect public facilities, the Board at its regular meeting on June 13, 2017, adopted Resolution 2017-57 stating its desire to repair the Levee breaches.

Pursuant to Board direction, staff proceeded with the preliminary engineering work necessary to perform the levee repairs that included site investigations, research into project funding, right-of-way access and acquisition, and applicable environmental review.

The research performed by staff concerning access rights and rights-of-way revealed that the Pacheco Creek Levee was constructed by the various property owners adjoining the creek and the now dissolved Pacheco Stormwater District (District). The Levee, it turns out, is entirely on private property on easements granted to the District. These easements further allow access by the District to maintain and repair the Levee. The County does not have (and has never had) access rights or possess any easement for Levee construction or maintenance.

Following is a discussion regarding right-of-way access, acquisition, and applicable environmental regulations as they relate to the Levee repair alternatives that staff has considered. The alternatives include: Levee repairs partially financed through a grant from the United States Department of Agriculture (USDA) - Natural Resource Conservation Service (NRCS); Levee repairs financed solely with County funds; and finally, a no build alternative.

#### Levee Repairs – Partial Grant from USDA/ NRCS:

Board Resolution 2017-57 further directed staff to apply to the USDA for funding under the NRCS program that finances, among other things, private levee repairs. County staff submitted an application to the USDA and subsequently received an offer for funding under the NRCS program. However, the terms and conditions of the NRCS funding agreement (Agreement), that were not known at the time of the Board's authorization, pose several concerns that should be considered if this funding source is pursued.

In addition to the many constraints common to other sources of federal funding, the County would be required to prepare an Operations and Maintenance (O&M) Plan and, subject to the approval of the Plan by the USDA, ensure that O&M of the Levee is performed in perpetuity. The proposed funding agreement also obligates the County to develop separate agreements with each property owner where the Levee repairs will be made that require each owner to perform Levee O&M. However, as the signatory of the funding agreement, in the event a property owner does not perform under the agreement, the County would ultimately be responsible for that portion of the Levee O&M. The cost of such future activities would be borne by the County until redress could be realized from the property owner. And if agreements with the property owners cannot be achieved, the County would then be required to assume O&M of the Levee.

Acquisition of both temporary access for Levee repairs and permanent easements for on-going maintenance by County forces, or verification of property owner maintenance, would also be required before the County could proceed with the Levee repairs. Under the terms and conditions of the proposed Agreement, such acquisition is required to be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Act). In general, the Act requires compensation to the affected property owners at appraised market value for the necessary access rights and easements. The acquisition process, including any potential

compensation to the property owners, is not reimbursable and the cost therefor would be paid by the County. Simply put, the County will be required to compensate the private property owners for the costs of access rights and easements to perform the repairs of the private levees for which they are already responsible.

As previously noted, the Levee is adjacent to Pacheco Creek, which is considered a “Waters of the United States” and therefor under the jurisdiction of the United States Army Corps of Engineers (ACoE). Activities that may impact “jurisdictional waters” requires consultation with the ACoE. In addition, special consideration that includes consultation from other state and federal agencies must be given to any activities that may impact such waters. The County would need to ensure that any requirements for compliance with environmental and cultural resource laws are incorporated into the project, including securing permits or agreements to perform the repairs from concerned state and federal agencies and the potential purchase of any mitigation property credits or rights. Such costs however, are not reimbursable.

Staff estimates that the probable cost of the project, if completed under the terms of the USDA Agreement, is \$635,800 of which the USDA has offered to contribute \$413,100. All costs beyond the USDA funding would be borne by the County, which is estimated to be \$222,700. Additionally, the County’s cost to perform ongoing O&M of the Levee, if required, is estimated at approximately \$10,000 to \$15,000 annually. While this project is listed in the Capital Improvement Budget, this option would require a budget augmentation in the amount of \$222,700 from a General Fund source for project funding i.e. contingency, transfer from another budgeted capital project funded by the General Fund, etc.

Assuming there are no delays with acquisition of rights-of-way or environmental compliance, and all parties work as cooperatively and expediently as possible, it is anticipated that construction under this alternative could commence in December 2017 and be completed by February 2018. Inclement weather however, may restrict accessibility to the work resulting in an extended construction schedule or delays.

#### Levee Repairs – County Funded:

Many of the constraints common with other federal or state funding programs, including those involved with the USDA Agreement, would not be applicable should the County opt to complete the Levee repairs with local funding.

In discussions with the Army Corps, it was determined that if the repairs do not encroach on the Pacheco Creek’s ordinary mean high-water level, there would be no impact to jurisdictional waters. Under this alternative then, it would not be necessary to consult with the Army Corps. It would also eliminate the need to comply with the National Environmental Protection Act (NEPA), which would be required under the USDA Agreement. Furthermore, given that the Levee repairs are for the purpose of restoring and repairing an existing facility, it is anticipated that the repairs would be Categorically Exempt under the California Environmental Quality Act (CEQA).

Acquisition of temporary access for Levee repairs would be accomplished through standard County procedures and an O&M Plan would not be required. The County, however, would be responsible for the work it performs, a responsibility that would exist under any funding alternative selected.

Staff estimates that the cost of the project, if completed using only County funds, is \$491,500

(\$268,800 more than if the USDA funding is pursued) and there would be no continuing costs unless the County elected to perform future O&M activities. While this project is listed in the Capital Improvement Budget, this option would require a budget augmentation in the amount of \$491,500 from a General Fund source for project funding i.e. contingency, transfer from another budgeted capital project funded by the General Fund, etc.

If there are no delays in acquisition of access rights or environmental compliance, and all parties work as cooperatively and expediently as possible, it is anticipated that the repair work under this scenario could commence in October and be complete in December. Again however, inclement weather could restrict accessibility resulting in an extended construction schedule or delays.

No Build:

This option would not change the status of the Levee or result in any costs to the County for repairs.

The rainfall events of January and February are not typical to the San Benito County region. These events are extraordinary in their intensity and are generally infrequent. However, these events although infrequent, can occur in successive or alternating years. If such events were to happen again before the levee breaches are repaired, the flooding that was experienced earlier this year and the resulting damage to public and private properties will likely occur again.

Given the difficult and challenging issues surrounding the repair of the damaged levees, namely that they are privately owned facilities for which the County has never been responsible, the dissolution of the Pacheco Creek Stormwater District that would otherwise have been responsible for their repair and maintenance, the availability of federal funds for their repair, the uncertainties about future maintenance and the responsibility therefor, and the potential for further damage to occur to both public and private properties if they are not repaired, staff is seeking Board direction about whether and how it should proceed with any repair work. In addition, the County would be responsible for any work performed by the County in performing the repairs to the Levee.

However, any work performed by the County will be covered against third-party liability up to the limits of the County's liability coverage. Lastly, the Board is reminded that in the event that one member recuses himself from participating in the discussion and voting on this matter, three affirmative votes from the four remaining Board members are needed to approve any motion that may be made.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Consider the alternatives presented and provide direction to staff concerning Pacheco Creek levee repair work.

**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

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**Item Number: 43.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: RESOURCE MANAGEMENT AGENCY**

**DEPT HEAD/DIRECTOR:** Larry I. Perlin

**AGENDA ITEM PREPARER:** James Polfer

**SBC DEPT FILE NUMBER:** 105

**SUBJECT:**

**RESOURCE MANAGEMENT AGENCY - J. GUERTIN**

Receive Verbal Report on the Status of County Road Improvement Program including Federal Bridges, John Smith Road Realignment, and SB 1 Project Selection and Implementation.

SBC FILE NUMBER: 105

**AGENDA SECTION:**

REGULAR AGENDA

**BACKGROUND/SUMMARY:**

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Receive verbal report from staff on the status of the County Road Improvement Program including federal bridges, John Smith Road Realignment, and SB 1 project selection and implementation and provide staff direction.

**ADDITIONAL PERSONNEL:**

**BOARD ACTION RESULTS:**

Moved this item to the next Board meeting of September 12, 2017.



## **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

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**Item Number: 44.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: RESOURCE MANAGEMENT AGENCY**

**DEPT HEAD/DIRECTOR:** James Walgren

**AGENDA ITEM PREPARER:** James Walgren

**SBC DEPT FILE NUMBER:** 790

**SUBJECT:**

**RESOURCE MANAGEMENT AGENCY - J. GUERTIN.**

Discuss Affordable Housing Impact Fee, and provide direction to staff.

SBC FILE NUMBER: 790

**AGENDA SECTION:**

REGULAR AGENDA

**BACKGROUND/SUMMARY:**

The County of San Benito adopted an updated Housing Element to its General Plan in 2016. A new affordable housing ordinance was also then adopted. The affordable housing ordinance requires that 15 percent of new housing projects via the Tentative Subdivision Map process be restricted to moderate income, low income or very-low income residents for a period of 30 years. The ordinance also includes provisions for an affordable housing impact fee in lieu of providing the housing.

Typically, housing in-lieu fees are more effective in urban areas when jurisdictions can pool their collected dollars and team with a non-profit housing developer, for example, to build affordable

housing. The County of San Benito may have opportunities to provide these funds to non-profit housing builders, but will not likely generate enough housing in-lieu fees to do a significant project on its own.

The County has generated a proposal from Gruen Gruen + Associates to prepare the required nexus study to support an in-lieu Housing Impact Fee for \$49,000. However, in conversations with Principal Aaron Gruen, it appears that the fee may be less than other jurisdictions are able to collect based on the per-capita value of real estate in the County. RMA staff is recommending that a preliminary study be performed first and presented to the Board of Supervisors that provides an estimate of what the Impact Fee may be short of moving forward with the full nexus study.

Staff's concern is that if the Impact Fee is determined to be in the \$4,500 to \$5,000 range then that would be much less valuable to the County than actually getting affordable housing units. New homes in San Benito range from approximately \$600,000 and more. Having 15 percent of a new development be restricted to affordable units for a 30 year period would be more valuable to County residents than collecting the fee. Using a 100 lot subdivision as an example, the collected fees would be roughly \$450,000 (assuming a fee of \$4,500) – which of course will not go far in terms of building housing.

Staff is therefore requesting direction to either:

Option 1: Proceed with a preliminary study for \$9,900, which staff has the authority to approve administratively, and then bring those findings back to the Board before completing the full nexus study.

If these Housing Impact fees are determined to be effective, then this data can be rolled into the full study, or

Option 2: Initiate the \$49,000 nexus study now. Staff would put a contract on the Board's next agenda for this option.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

\$9,900 to \$49,000 Depending on Board Direction

**STAFF RECOMMENDATION:**

The Board is requested to receive the report and provide direction staff as to proceed with Option 1 or 2 above.

**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

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**Item Number: 45.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: TREASURER/TAX COLLECTOR**

**DEPT HEAD/DIRECTOR: Mary Lou Andrade**

**AGENDA ITEM PREPARER: Mary Lou Andrade**

**SBC DEPT FILE NUMBER: 685.2**

**SUBJECT:**

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

Adopt Resolution approving discharge from accountability for Delinquent Unsecured Accounts totaling \$94,985.40 attached as Exhibit "A" to the Resolution, and authorize the Treasurer-Tax Collector to take all necessary and appropriate action to be discharged from the accountability of accounts.

SBC FILE NUMBER: 685.2

RESOLUTION NO: 2017-97

**AGENDA SECTION:**

REGULAR AGENDA

**BACKGROUND/SUMMARY:**

The Tax Collector is requesting that the Board of Supervisors authorize Discharge of Accountability regarding Delinquent Unsecured Accounts totaling \$94,985.40 for the years 1998-2003. This item was continued from the June 13, 2017 meeting for further information regarding the delinquent accounts and the Tax Collector's Office's efforts to collect them.

Discharge of Accountability is a process pursuant to California State Revenue and Taxation (R&T) Code Section 2923(a), which states:

Any county department, officer, or employee charged by law with the collection of any delinquent taxes on unsecured property may file a verified application with the board of supervisors for a discharge from accountability for the collection of the taxes, penalty, interest, or any other charge pertaining thereto, in accordance with Sections 25257, 25258, 25259, and 25259.5 of the Government Code.

Government Code Section 25257 describes the criteria used to justify the discharge from accountability for the collection of debt:

- Amount is too small to justify the cost of collection;
- The likelihood of collection does not warrant the expense involved; or
- The amount thereof has been otherwise lawfully compromised or adjusted

The details of each delinquent account may be found in the document "Discharge From Accountability - All Accounts" which is hereby incorporated by reference to this Application, as allowed by Government Code Section 25258. Attached is a summary of this information. Also attached is a statement of Verification signed by the Treasurer Tax Collector attesting to the accuracy of the application.

The discharge from accountability is supported by Government Code Sections 25257-25258, as the likelihood of collection does not warrant the expense involved. Various reasons that can be attributed to the factors set forth in Government Code section 25257. It has been determined that the cost of collections exceeds the amount to be recovered, the statute of limitation for litigation to compel collection enforcement has run out, there is insufficient information in the records to enable the Assessor to determine if accounts are invalid and can be cancelled, the business has closed or reorganized into a different corporate form, the bank has failed, the personal property has been sold, the property owners' whereabouts are unknown, or the property owner is deceased.

Many of the delinquent accounts between 1998 and 2003 are for less than \$100, including the penalty amounts incurred. The cost for pursuing each delinquent Unsecured Assessment based on a very conservative calculation is \$86.52. This does not include the costs of the Recorder for recording the liens, so the overall cost could very well be over \$100 per assessment. The number of accounts for discharge in the 2002 year is *less than* 1% of the total number billed in that year. The number of accounts for discharge in the 2003 year is 1% of the total number billed in that year. Considering the per dollar amount to discharge for each, both are 2% or less of the total.

The following additional information is provided regarding some of the larger delinquencies and explanation why further enforcement is not possible:

- 1) Several delinquent accounts are under the name of Corbin Motors Inc, dating back to 2000. We are unable to pursue the taxes because that business changed its business name/identity and there are no assets under the old name that we can pursue for enforcement. Also, the statute of limitations has run out and since the records are more than 10 years old, they are no longer located in the Assessor's office for further research.
- 2) Semifab Inc. shows delinquencies dating back to 2003, at which time the business closed its doors and moved out of the area. It also merged with Tin Acquisitions in 2001, according to the Secretary of State. We are unable to pursue the taxes because the business no longer exists or



has no assets under the old name that we can pursue for enforcement. Also, the statute of limitations has run out and since the records are more than 10 years old, they are no longer located in the Assessor's office for further research.

Prior to bringing this item forward to request discharge of the unsecured delinquent accounts for the years 1998-2003, the Tax Collector's Office took the following actions:

- 1) Bills were mailed in July and are to be paid on or before August 31 each year;
- 2) Reminder Notices were mailed to each unpaid assessment in September;
- 3) Notices of Intent to File a Lien were mailed to each unpaid assessment in early October;
- 4) Liens were recorded on any unpaid assessment at the end of October and into November, based on the Recorder's schedule;
- 5) A list of all unpaid, unsecured accounts was generated from the Megabyte Tax System in February, 2016, to begin the process of discharge;
- 6) The Tax Collector's Office researched and skip-traced for current addresses; and
- 7) The Tax Collector's Office did a mass mailing to all current addresses found for each of the delinquent accounts.

As a result of these efforts, some payments, just short of \$110,000.00, were collected. Also, some invalid bills were identified, removed and canceled by the Assessor. The Assessor is only required to go back 4 years to investigate and cancel invalid bills and records of these invalid bills are not maintained beyond 10 years. Therefore, some accounts that are invalid are not able to be canceled and remain in this list, and the Tax Collector is left with no ability to do anything to clear them, either through enforcement or cancellation.

Since 2004, the Tax Collector has taken the following additional steps each year, to secure payment of delinquent unsecured accounts:

- 1) Liens have been re-recorded on any accounts that are 10 years old and that remain unpaid, beginning in 2004; and
- 2) Bank levies are being imposed on bank accounts.

The total number of accounts for the year coming forward is about 1275, but they are being re-liened prior to the 10 years running out. The delinquent taxes for the years 2004-2006 have already been re-liened and we will continue doing this each year so all accounts have active liens that can be collected during a possible closing of an escrow for a property purchase.

The discharge of delinquent accounts for 1998-2003 would allow the Auditor to inactivate all accounts listed to be removed from the delinquent unsecured tax roll and would release the Tax Collector from any further obligation to actively pursue the collection of the amounts that are due and owing. This would then allow the Tax Collector's Office to focus on enforcement of accounts with a higher probability of collection and would use departmental resources in a more cost-effective manner.

**BUDGETED:**

No

**SBC BUDGET LINE ITEM NUMBER:**

none required

**CURRENT FY COST:**

none

**STAFF RECOMMENDATION:**

It is recommended that Board Adopt Resolution #2017-\_\_\_, approving Discharge of Accountability for the attached accounts totaling \$94,985.40, and authorize the Treasurer-Tax Collector to be discharged from the accountability of accounts listed in Exhibit A, attached.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution with Ex. A attached	8/3/2017	Resolution
Request for Authorization	5/31/2017	Misc
M. L Andrade Verification	6/1/2017	Other
Exhibit A - 2017 Discharge of Accountability List	5/19/2017	Exhibit

**RESOLUTION NO. 2017- \_\_\_\_:**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF COUNTY OF SAN BENITO  
FOR DISCHARGE OF ACCOUNTABILITY OF  
DELINQUENT UNSECURED ACCOUNTS**

**WHEREAS**, the Treasurer-Tax Collector (Tax Collector) of the County of San Benito is charged by law with the collection of delinquent taxes on unsecured property; and

**WHEREAS**, Revenue and Taxation Code section 2923 provides that any County officer charged by law with the collection of any delinquent taxes on unsecured property may file a verified application with the Board of Supervisors for a discharge from accountability for the collection of the taxes, penalty, interest, and any other charge pertaining thereto, in accordance with Government Code sections 25257, 25258, 25259 and 25259.5; and

**WHEREAS**, Government Code section 25257 authorizes a discharge from accountability for the collection of debt when the amount of debt is too small to justify the cost of collection, the likelihood of collection does not justify the expense involved, or the amount of debt has been otherwise lawfully compromised or adjusted; and

**WHEREAS**, the Tax Collector of the County of San Benito has determined that there are persons owing unpaid taxes on unsecured property in amounts so small as to not justify the cost of collection or in which collection enforcement is impractical; and

**WHEREAS**, the Tax Collector of the County of San Benito has filed with the Board of Supervisors of County of San Benito a verified application for a discharge from accountability for the collection of such taxes dated May 19, 2017, listing the names of the persons liable and the nature and amount of the sums to be discharged, which list is attached hereto and incorporated herein by reference as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of San Benito, hereby finds that, based on the verified application by the San Benito County Treasurer-Tax Collector, the Board of Supervisors is satisfied that the matters contained in the application are true and the amounts set forth in Exhibit A are either too small to justify the cost of collection and/or the likelihood of collection does not warrant the expense involved; and,

**BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of San Benito, State of California, hereby orders that the Tax Collector of the County of San Benito is discharged from further accountability for the collection of amounts specified in the application, as set forth in Exhibit A, and is authorized to close the books on those items.

**DULY PASSED AND ADOPTED** this 12th day of September, 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: \_\_\_\_\_

By: Shirley L. Murphy  
Shirley L. Murphy, Deputy County Counsel

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

Date: Aug. 3, 2017

# Exhibit A

## County of San Benito ASMTS DISCHARGED FOR ROLL YEAR 2017

TAX70-2005-010  
wDischargeAccountability.rpt  
2.4.000

4/27/2017

Page 1 of 2

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SALINAS SHIRLEY ANN	980-001-951-000	1999	X	104.16	10.41	0.00	114.57	
MENDOZA MARIA	980-002-326-000	1999	X	560.02	56.00	0.00	616.02	
CORBIN MOTORS	800-001-048-000	2000	Y	8,875.71	887.57	0.00	9,763.28	
ACL ENTERPRISES INC	800-001-685-000	2000	Y	259.21	25.92	0.00	285.13	
MENDOZA MARIA	980-001-268-000	2000	X	101.20	10.12	0.00	111.32	
CORBIN MOTORS INC	800-001-047-000	2001	Y	3,870.14	387.01	0.00	4,257.15	
TURPIN, JOHN/STEINHAUER, BOB	800-001-625-000	2001	Y	230.86	23.09	0.00	253.95	
JACKSON DAVID L	800-001-628-000	2001	Y	120.75	12.08	0.00	132.83	
ACL ENTERPRISES INC	800-001-685-000	2001	Y	285.12	28.51	0.00	313.63	
SUBIA, JOE JR	800-001-688-000	2001	Y	112.58	11.26	0.00	123.84	
COLLISON, MARK S	800-001-881-000	2001	Y	253.72	25.37	0.00	279.09	
JOHNS, LARRY	800-002-017-000	2001	Y	71.22	7.12	0.00	78.34	
AZEVEDO, HENRY J	830-001-251-000	2001	Y	39.92	3.99	0.00	43.91	
HILL, KIRK R	830-001-424-000	2001	Y	133.05	13.31	0.00	146.36	
WALKER WARDIE H-MARY J	910-001-217-000	2001	Y	727.02	72.70	10.00	809.72	
ESCOBEDO, GABRIEL/DONNA	800-001-045-000	2002	Y	56.12	5.61	0.00	61.73	
CORBIN MOTORS INC	800-001-047-000	2002	Y	8,381.10	838.11	0.00	9,219.21	
LIEBENBERG, RICHARD	800-001-150-000	2002	Y	1,347.78	134.78	0.00	1,482.56	
BEKKER, MELISSA ANN	800-001-432-000	2002	Y	213.47	21.35	0.00	234.82	
TURPIN, JOHN/STEINHAUER, BOB	800-001-625-000	2002	Y	273.13	27.31	0.00	300.44	
VILLALPANDO, RICARDO	800-001-670-000	2002	Y	67.35	6.74	0.00	74.09	
CLIPPERY (THE)	800-001-677-000	2002	Y	29.57	2.96	0.00	32.53	
ACL ENTERPRISES INC	800-001-685-000	2002	Y	473.46	47.35	0.00	520.81	
JOSEPH, JOEL	800-001-686-000	2002	Y	110.40	11.04	0.00	121.44	
SUBIA, JOE JR	800-001-688-000	2002	Y	140.31	14.03	0.00	154.34	
MAIL BOXES ETC	800-001-690-000	2002	Y	361.59	36.16	0.00	397.75	
COLLISON, MARK S	800-001-881-000	2002	Y	422.09	42.21	0.00	464.30	
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JOHNS, LARRY	800-002-017-000	2002	Y	77.57	7.76	0.00	85.33	
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HERBERT FAMILY ORGANIC FARM	810-001-014-000	2002	Y	7,025.68	702.57	0.00	7,728.25	
MILLER VINEYARDS	810-001-069-000	2002	Y	274.72	27.47	0.00	302.19	

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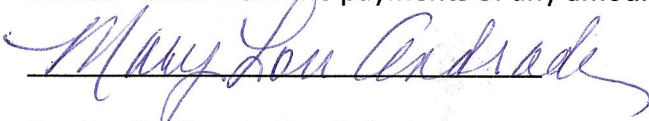
County of San Benito  
ASMTS DISCHARGED FOR ROLL YEAR 2017

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BORUNDA, STEVE	830-001-223-000	2002	Y	30.11	3.01	0.00	33.12	
AZEVEDO, HENRY J	830-001-251-000	2002	Y	37.80	3.78	0.00	41.58	
MINK, TIMOTHY L	830-001-378-000	2002	Y	35.13	3.51	0.00	38.64	
HILL, KIRK R	830-001-424-000	2002	Y	132.65	13.27	0.00	145.92	
BANKERS TR CO OF CA	980-002-027-000	2002	X	487.06	48.70	0.00	535.76	
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CORBIN MOTORS INC	800-001-047-000	2003	Y	8,206.14	820.61	0.00	9,026.75	
JLD ROOFING INC	800-001-146-000	2003	Y	253.27	25.33	0.00	278.60	
LIEBENBERG, RICHARD	800-001-150-000	2003	Y	1,403.28	140.33	0.00	1,543.61	
KENYON, MICHAEL	800-001-187-000	2003	Y	63.20	6.32	0.00	69.52	
FARMER'S EQUIPMENT CO INC	800-001-414-000	2003	Y	912.28	91.23	0.00	1,003.51	
CLOTHES TIME INC THE	800-001-612-000	2003	Y	947.50	94.75	0.00	1,042.25	
TURPIN, JOHN/STEINHAUER, BOB	800-001-625-000	2003	Y	269.21	26.92	0.00	296.13	
VILLALPANDO, RICARDO	800-001-670-000	2003	Y	67.24	6.72	0.00	73.96	
ACL ENTERPRISES INC	800-001-685-000	2003	Y	408.32	40.83	0.00	449.15	
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VASQUEZ, GREGORIO	800-001-893-000	2003	Y	56.03	5.60	0.00	61.63	
SMITH, GARY W	800-001-998-000	2003	Y	527.05	52.71	0.00	579.76	
GERE, SUZANNE	800-002-035-000	2003	Y	55.71	5.57	0.00	61.28	
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CANDELARIA-PAVLEGIC, MARIA	800-002-203-000	2003	Y	186.66	18.67	0.00	205.33	
MILLER VINEYARDS	810-001-069-000	2003	Y	254.78	25.48	0.00	280.26	
WILLIS, ROBERT DAVID	830-001-153-000	2003	Y	58.13	5.81	0.00	63.94	
HILL, KIRK R	830-001-424-000	2003	Y	125.65	12.57	0.00	138.22	
<b>Grand Total</b>	<b>Asmt Count:</b>	<b>62</b>		<b>86,341.28</b>	<b>8,634.12</b>	<b>10.00</b>	<b>94,985.40</b>	

REQUEST FOR AND AUTHORIZATION OF DISCHARGE OF ACCOUNTABILITY

SAN BENITO COUNTY TAX COLLECTOR

The following have failed to pay unsecured property taxes in the sum of \$94,985.40 duly assessed for the years 1998-2003. I believe that further collection effort would be nonviable. I hereby request a discharge of accountability in accordance with provisions of California Revenue and Taxation Code Section 2923. Such discharge would not release the person/s named herein from the payments of any amounts that are due and owing.



San Benito County Tax Collector

State of California

Executed at 5:49 p.m., San Benito County this 19<sup>th</sup> day of May 2017.

---

\_\_\_ Approved

\_\_\_ Not Approved

Attest: San Benito County Board of Supervisors

\_\_\_\_\_

Clerk of the Board of Supervisors

By \_\_\_\_\_

Deputy

Seal



**VERIFICATION**  
**(Government Code Section 25258(e))**

I, Mary Lou Andrade, apply for a discharge from accountability for the collection thereof and attest that the facts stated in the application and Attachment A are true and correct to the best of my knowledge.

**Signature:** Mary Lou Andrade **Title:** Treasurer-Tax Collector **Date:** 06-01-2017

**County of San Benito**  
**ASMTS DISCHARGED FOR ROLL YEAR 2017**

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wDischargeAccountability.rpt  
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<b>Grand Total</b>	<b>Asmt Count:</b>	<b>62</b>		<b>86,341.28</b>	<b>8,634.12</b>	<b>10.00</b>	<b>94,985.40</b>	



## **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: 46.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: BOARD OF SUPERVISORS**

**DEPT HEAD/DIRECTOR:**

**AGENDA ITEM PREPARER:** Louie Valdez

**SBC DEPT FILE NUMBER:**

**SUBJECT:**

**BOARD OF SUPERVISORS**

Approval to Adopt a Resolution and a Letter of Opposition to AB 1250 (Jones-Sawyer) Establishing Specific Standards for the Use of Personal Services Contracts by Counties.  
SBC FILE NUMBER: 156  
RESOLUTION NO: 2017-98

**AGENDA SECTION:**

REGULAR AGENDA

**BACKGROUND/SUMMARY:**

Current law authorizes county Boards of Supervisors to contract for special services on behalf of various public entities with persons who are specially trained, experienced, expert, and competent to perform the special services including financial, economic, accounting, engineering, legal, and other specified services.

AB 1250 would establish specific standards for the use of personal services contracts imposing new restrictions designed to stop counties from contracting with nonprofits, licensed professionals and other providers for critical local services.

Restricting the County's ability to contract for the expertise and the most efficient delivery of services would result in reduced access to services or even the elimination of some services in San Benito County.

AB 1250 would negatively impact the County's ability to deliver services critical to maintaining continuity of operations. The County concerns range from fundamental local control discretion, to increased costs, operational inefficiencies, unnecessary reporting requirements, and increased exposure to litigation.

AB 1250 targets personal service agreements, which fill a need for specialized skills and experience unavailable through the County's internal general classification system, such as certified Geologists or part-time medical providers, with certain skills and knowledge needed to provide state-mandated services.

The County already experiences difficulty recruiting qualified candidates with such specialized skills, even on a part-time basis. AB 1250 would add additional hurdles that could impact the County's ability to hire these contractors, and would greatly impact the County's ability to deliver critical services to the public.

AB 1250 would also hinder the County's ability to hire temporary staffing. Existing California Government Code Section 31000.4 authorizes the County's elected Board of Supervisors to contract with temporary help firms for work assignments limited to 90 days, so long as provisions contained therein are met. Temporary staffing needs are typically urgent, but the restrictions imposed by AB 1250 would both undermine local discretionary authority and hinder the County's ability to respond to such needs in a timely manner.

AB 1250 mandates a cost analysis audit whenever contracting for personal services, demonstrating, among other requirements, that contractor employee wages are at market rates but don't significantly undercut County wages. This auditing requirement not only denies the County of cost-saving opportunities, but must also be performed before renewing existing agreements. The net result would be a significant burden on the County's service contracting abilities, resulting in extended lead times and increased costs.

The bill asserts the costs of the required cost analysis audits would be absorbed by contractors and may not be charged back to counties, but in reality, contractors will either pass these costs back to counties through higher prices, or cease doing business with counties altogether.

Moreover, it is unclear how counties could assess these audit costs, and the requirement would create a chilling effect on bidding by prospective contractors.

Additionally, AB 1250 would require counties to create a new, fully searchable online database that includes sensitive information, such as the names, job titles, and salary of each contracted employee. There is no direction in the measure on who must update this information or how

often it must be updated, and this in itself would create significant costs in staff time and increased workload. Apart from these inherent cost drivers, posting such sensitive personal information sets the stage for right-to-privacy lawsuit by contracted or subcontracted individuals, and the costs associated with this type of litigation could be significant.

In summary, AB 1250 imposes substantial obstacles for counties to contract for personal services. The workload, privacy concerns, costs, and litigation created by this measure would place an overwhelming and significant burden on counties, resulting in a de facto ban on virtually all contracting services. For these reasons it is recommended the Board of

Supervisors adopt a resolution to oppose AB 1250 and authorize the Chairman to sign the attached letter of opposition.

**BUDGETED:**

No

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Staff respectfully recommends the following actions by the Board of Supervisors:

1. Approve a letter of opposition to AB 1250 establishing specific standards for the use of personal services contracts by counties.
2. Authorize the Chairman of the Board to sign the letter of opposition to AB 1250 on behalf of the Board of Supervisors.
3. Adopt the attached Resolution to oppose AB 1250 (Jones-Sawyer) establishing specific standards for the use of personal services contracts by counties.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description	Upload Date	Type
SBC BOS AB1250 Opposition Letter	9/6/2017	Board Letter
Resolution in Opposition to AB1250 All Changes Accepted	9/7/2017	Resolution Letter

# San Benito County Board of Supervisors

481 Fourth Street • Hollister, CA 95023  
[www.cosb.us](http://www.cosb.us)

Phone: (831) 636-4000 ♦ Fax: (831) 636-4010  
[supervisors@cosb.us](mailto:supervisors@cosb.us)

Mark Medina  
District 1

Anthony Botelho  
District 2

Robert Rivas  
District 3

Jerry Muenzer  
District 4

Jaime De La Cruz  
District 5

September 12, 2017

The Honorable Ricardo Lara  
Chair, Senate Appropriations Committee  
State Capitol, Building, Room 2206  
Sacramento, CA 95814

## **Re: AB 1250 (Jones-Sawyer) Counties: contracts for personal services- OPPOSE**

Dear Senator Lara,

On behalf of the County of San Benito, I am writing to express strong opposition to Assembly Bill (AB) 1250 (Jones-Sawyer), which would negatively impact the County's ability to deliver services critical to maintaining continuity of operations. The County's concerns range from fundamental local control discretion, to increased costs, operational inefficiencies, unnecessary reporting requirements, and increased exposure to litigation.

The San Benito County Board of Supervisors is committed to providing excellent community services and we charge the organization to effectively manage public resources, encourage innovation and continuously improve business efficiencies. We are good fiscal stewards of public funds and serve the public interest daily in an efficient and cost-effective manner. This legislation poses an array of issues that will impede local control and governance, hamper our ability to respond quickly to local challenges and negatively affect the residents that we serve.

AB 1250 targets personal service agreements, which fill a need for specialized skills and experience unavailable through the County's internal general classification system, such as certified Geologists or part-time medical providers, with certain skills and knowledge needed to provide state-mandated services. The County already experiences difficulty recruiting qualified candidates with such specialized skills, even on a part-time basis. AB 1250 would add additional hurdles that impact the County's



ability to hire these contractors, and would greatly impact the County's ability to deliver critical services to the public.

Even with recent and proposed amendments, AB 1250 establishes onerous pre-condition standards for contracting and ignores indirect overhead costs. It continues to be drafted in overly broad terms without definition of key items such as personal services contracts. This creates an opportunity for confusion and unintended consequences.

For example, the State's definition of personal service contracts (2 CCR 547.59) could be interpreted so broadly that it encompasses not only individual contract employees and short-term temporary staff, but also large scale/long-term service agreements, such as the County's contracted janitorial and security services. This interpretation would have wide-ranging implications, affecting nearly all contracted services and severely limiting the County's ability to operate.

AB 1250 mandates a cost analysis audit whenever contracting for personal services, demonstrating, among other requirements, that contractor employee wages are at market rates but don't significantly undercut County wages. This auditing requirement not only denies the County of cost-saving opportunities, but must also be performed before renewing existing agreements. The net result would be a significant burden on the County's service contracting abilities, resulting in extended lead time and increased costs.

The bill asserts the costs of the required cost analysis audits would be absorbed by contractors and may not be charged back to counties, but in reality, contractors will either pass these costs back to counties through higher prices, or cease doing business with counties altogether. Moreover, it is unclear how counties could assess these audit costs, and the requirement would create a chilling effect on bidding by prospective contractors.

Additionally, AB 1250 would require counties to create a new, fully searchable online database that includes sensitive information, such as the names, job titles, salary of each contracted employee. There is no direction in the measure on who must update this information or how often it must be updated, and this in itself would create significant costs in staff time and increased workload.

In summary, AB 1250 imposes substantial obstacles for counties to contract for personal services. The workload, privacy concerns, costs, and litigation created by this measure would place an overwhelming and significant burden on counties, resulting in a de facto ban on virtually all contracting services. For these reasons, the County of San Benito opposes Assembly Bill 1250.

Sincerely,

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

CC: Honorable Members, Senate Appropriations Committee  
Honorable Cathleen Galgiani, Senator  
Honorable Adam C. Gray, Assembly Member  
Honorable Reggie Jones-Sawyer, California State Assembly  
Honorable Lorena Gonzalez Fletcher, California State Assembly  
California State Association of Counties  
Shaw, Yoder, Antwih, Inc.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE SAN BENITO COUNTY BOARD OF SUPERVISORS  
TO OPPOSE AB 1250 (JONES-SAWYER) ESTABLISHING SPECIFIC STANDARDS  
FOR THE USE OF PERSONAL SERVICES CONTRACTS BY COUNTIES**

**WHEREAS**, Assembly Bill 1250 (Jones-Sawyer) would impose a de facto prohibition on counties' ability to contract with non-profits, licensed experts and community business to deliver vital local services; and,

**WHEREAS**, prohibition of contracting for county services will jeopardize health care, social services, mental health and public safety services for our most vulnerable people; and,

**WHEREAS**, AB 1250 restricts counties' ability to contract for the expertise and the most efficient delivery of services and will result in decreased quality and access to services or even the elimination of some services for our most vulnerable populations; and,

**WHEREAS**, AB 1250 will increase costs for taxpayers, reduce funding for local services, and restrict counties' ability to provide services in the most cost-effective manner; and,

**WHEREAS**, AB 1250 imposes significant new bureaucratic requirements on contractors and counties, which further divert resources away from the delivery of vital local services; and,

**WHEREAS**, AB 1250 requires that private non-profits and businesses publicly release the names, information and salary data of all private employees providing contracting services (raising significant privacy concerns); and,

**WHEREAS**, the bill only applies to counties while all other local governments have been excluded from the provision of AB 1250; and,

**WHEREAS**, AB 1250 imposes significant new burdens on community based organizations and private sector contractors for the sole purpose of discouraging public/private partnerships; and,

**WHEREAS**, AB 1250 mandates cost analysis audits whenever contracting for personal services that will result in a significant burden on the County's contracting abilities for needed local services by extending lead times and increasing costs.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of San Benito does hereby strongly oppose AB 1250 establishing specific standards for the use of personal services contracts by counties.

**PASSED AND ADOPTED** by the San Benito County Board of Supervisors at a regular meeting of said Board held on the 12th day of September 2017, by the following vote:

AYES: Supervisor(s)  
NOES: Supervisor(s)  
ABSENT: Supervisor(s)  
ABSTAIN: Supervisor(s)

By: \_\_\_\_\_  
Jaime De La Cruz, Chair

ATTEST:  
Chase Graves, Clerk of the Board

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

By: \_\_\_\_\_  
  
Counsel

By: \_\_\_\_\_  
Barbara Thompson, Acting Asst. County

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

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



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

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number: 47.**

**MEETING DATE: 9/12/2017**

**DEPARTMENT: COUNTY ADMINISTRATION OFFICE**

**DEPT HEAD/DIRECTOR: R. Espinosa**

**AGENDA ITEM PREPARER: Chase Graves**

**SBC DEPT FILE NUMBER: 119**

**SUBJECT:**

**COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

Receive update related to the Panoche Valley Solar Project, including but not limited to the status of enforcement of the Development Agreement and provide direction on how to proceed in terms of enforcement action and litigation.

**SBC FILE NUMBER: 119**

**AGENDA SECTION:**

REGULAR AGENDA

**BACKGROUND/SUMMARY:**

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Receive update related to the Panoche Valley Solar Project, including but not limited to the status of enforcement of the Development Agreement and provide direction on how to proceed in terms of enforcement action and litigation.

**ADDITIONAL PERSONNEL:**



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

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District No. 5  
Chair

---

**Item Number:**

**MEETING DATE: 9/12/2017**

**DEPARTMENT:**

**DEPT HEAD/DIRECTOR:**

**AGENDA ITEM PREPARER:**

**SBC DEPT FILE NUMBER:**

**SUBJECT:**

**Adjourn to the next regular meeting of Tuesday, September 26, 2017.**

**AGENDA SECTION:**

Next Meeting Date/Time

**BACKGROUND/SUMMARY:**

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**



**STAFF RECOMMENDATION:**

**ADDITIONAL PERSONNEL:**